

\$1,719,776.26  
CONTRACTOR OFFICE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022

CONTRACT NO. 8505

MUNIS NO. 11202, 13062

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON FEBRUARY 22, 2022

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8505**

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This Proposal, and Agreement have  
been prepared by:

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

*EN- Greg Fries* for RFP

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

RFP: az

## 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:	CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	8505
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	DECEMBER 30, 2021
BID SUBMISSION (2:00 P.M.)	JANUARY 6, 2022
BID OPEN (2:30 P.M.)	JANUARY 6, 2022
PUBLISHED IN WSJ	DECEMBER 16, 23, & 30 2021

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

**PREQUALIFICATION APPLICATION:** Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

**BIDS TO BE SUBMITTED:** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

**Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an**

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

- 201  Asphalt Paving  
 205  Blasting  
 210  Boring/Pipe Jacking  
 215  Concrete Paving  
 220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work  
 221  Concrete Bases and Other Concrete Work  
 222  Concrete Removal  
 225  Dredging  
 230  Fencing  
 235  Fiber Optic Cable/Conduit Installation  
 240  Grading and Earthwork  
 241  Horizontal Saw Cutting of Sidewalk  
 242  Hydro Excavating  
 243  Infrared Seamless Patching  
 245  Landscaping, Maintenance  
 246  Ecological Restoration  
 250  Landscaping, Site and Street  
 251  Parking Ramp Maintenance  
 252  Pavement Marking  
 255  Pavement Sealcoating and Crack Sealing  
 260  Petroleum Above/Below Ground Storage Tank Removal/Installation  
 262  Playground Installer

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8505

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

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

#### **SECTION 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

The work under this contract shall include, but is not limited to, structure demolition, replacement and/or re-routing of sanitary sewer main, replacement of sanitary laterals, and new storm sewer main and storm sewer structures, electric conduit, excavation, traffic circle, speed humps, base preparation, street lighting, curb and gutter, driveway aprons, sidewalk replacement, asphalt pavement, pavement marking.

The reconstruction project limits for the work on Cedar Street are between Beld Street and Gilson Street. The project is approximately 900 ft. in length. The reconstruction project limits for the work on Beld Street are between Pine Street and South Park Street. The project is approximately 555 ft. in length. The construction project limits for the work on the new portion of Cedar Street are between Fish Hatchery Road and South Street. The project is approximately 300 ft. in length.

South Street work shall include removal of temporary driveways and curb ramps to service the SSM existing clinic. The existing clinic will be demolished in 2022 once the new clinic opens. Also, adding curb and gutter along the existing Appleton Road connection. The Contractor shall remove the curb and gutter without damaging the existing pavement. The pavement was installed in 2021. Any pavement or pavement marking damaged determined by the Project Engineer shall be replaced at the Contractor's expense.

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 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS**

- Appendix A – Reuse and Recycling Plan, PDF
  - Please note that some items shown in the R7R plan may have been removed from the structures by Habitat Restore of Dane County prior to start of work as part of this plan.

#### **SECTION 104.4 INCREASED OR DECREASED QUANTITIES**

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The

Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It was anticipated that 106 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacement and 53 SF for the private storm connection. It is also anticipated that there will be 20' of curb & gutter replaced for each lateral that is replaced with this project.

#### **SECTION 104.6 DECREASED AND DELETED ITEMS**

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

#### **SECTION 104.8 REMOVALS**

The Contractor shall provide documentation for all disposals of items removed from this site as part of the demolition. Documentation shall include date, material, weight, quantity, volume, and hauler as well as whether it was recycled, diverted from, or entered into a landfill.

Pursuant to City of Madison General Ordinance 10.185, Recycling and Reuse of Construction and Demolition Debris the contractor shall be responsible for recycling all reasonably clean materials including but not limited to concrete, asphalt, and metals from this project site. Contractor shall include all costs associated with recycling/disposal in his/her bid price and shall retain any monies received through recycling efforts.

#### **SECTION 104.10 CLEANING UP**

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

#### **SECTION 105.5 INSPECTION OF WORK**

The Contractor shall be responsible for coordinating all required inspections with the appropriate regulatory agency having jurisdiction.

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

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging. No additional payment will be made, by the City of Madison, for additional mobilizations.

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

Work in this contract may require utility relocations or adjustments. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

All private storm sewer discharges shall be maintained for all properties in the project areas.

Notify City Traffic Engineering, Michael Benzschawel (395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

SSM Health (1211 Fish Hatchery Road and 1219 South Street) is currently redeveloping. SSM Health constructed a new clinic at the intersection of Fish Hatchery Road/Midland Street/South Street. The contact for SSM is Kyle Prochaska, Kyle.Prochaska@ssmhealth.com. J.H. Findorff & Son Inc. is the Prime Contractor and is currently operating construction activities on-site. The contact for Findorff is Mike Luther, mluther@findorff.com. The Contractor shall contact SSM or Findorff with questions related to the clinic construction. It is anticipated the demolition of existing clinic and west (1211 Fish Hatchery Road) parking lot will begin in spring of 2022. It is anticipated the reconstruction of the east (1219 South Street) parking lot will begin in mid-summer 2022. It will be the responsibility of the Contractor to coordinate and work with Findorff regarding SSM's reconstruction of the west and east parking lots during the street construction process.

SSM shall remove existing clinic signage along Appleton Road except at STA 100+95, 15' RT. The Contractor shall provide advanced notification to SSM two (2) weeks in advance of any clinic signage that needs to be removed.

SSM shall trim the trees (on SSM property) at STA 102+75, 100' RT & STA 102+95, 100' RT prior to the start of construction.

There are three existing parking lot lights located near or within the new portion of Cedar Street (Fish Hatchery Road to South Street). The light poles will be removed by SSM. The Contractor shall provide advanced notification SSM and Findorff two (2) weeks prior to the lights needing to be removed.

#### **1401 Beld Street Demolition**

The Contractor shall be responsible for all temporary facilities including heat, water, electricity, toilet facilities, etc. as needed. Temporary facilities shall include any fuel or service required to operate or maintain the temporary facility.

The City of Madison Fire and Police Departments would like to use the house for training purposes prior to demolition. The Contractor shall contact the City Project Manager no less than fifteen (15) working days prior to beginning demolition so this training can be coordinated and conducted.

#### **Access to Properties**

The Contractor shall maintain access to all properties along Cedar Street (Beld Street to Gilson Street), Beld Street (Pine Street to South Park Street), and South Park Street at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to the residents on Cedar Street and Beld Street 48 hours before any work is done that would obstruct their driveways.

The Contractor shall maintain access to at least one driveway for 1309 South Park Street, 1401 South Park Street, 1405 South Park Street, and 1421 South Park Street at all times. Notice shall be given to the businesses 48 hours before any work is done that would obstruct their driveways.

The Contractor shall maintain access to the driveway off Appleton Road serving (1347 Fish Hatchery Road) the SSM parking lot along the south side of the street while Appleton Road is open. The Contractor shall close the driveway off Appleton Road serving (1211 Fish Hatchery Road) the SSM parking lot along the north side of the street for the entire duration of the project.

The Contractor shall maintain access to all properties along Fish Hatchery Road at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be

given to the residents on Cedar Street and Beld Street 48 hours before any work is done that would obstruct their driveways.

The Contractor shall provide advanced notification to SSM, Findorff, City Project Manager, and City Construction Engineer two (2) weeks prior to permanently closing a portion of the SSM parking lot immediately south of the existing clinic to construct Cedar Street. The Contractor shall use the construction fence bid item for the closure.

The Contractor shall complete the work on South Street (STA 211+75 to STA 213+25) once construction begins on the existing clinic and reconstruction of the west (1211 Fish Hatchery Road) and east (1219 South Street) parking lots. It will be the responsibility of the Contractor to coordinate with Findorff on the timing of this work.

### **Archeological Site**

An uncatalogued archaeological/burial site extends into the project in the area on Cedar Street between Beld Street to STA 205+75, Beld Street between Pine Street to South Park Street, and Cedar Street/Appleton Road between Fish Hatchery Road. These sites are not to be used for borrow or waste disposal, and the site area not currently capped by asphalt/concrete is not to be used for the staging of personnel, equipment and/or supplies. The City has hired an archaeologist, John Hodgson of Phase One Archaeology, to monitor construction activities. The Contractor shall coordinate and notify the archaeologist a minimum of two (2) weeks prior to any ground disturbing activities. John Hodgson can be reached at [phaseonearchaeology@gmail.com](mailto:phaseonearchaeology@gmail.com), or by phone at 608-334-1828.

### **Existing Items to Remain**

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

### **Coordination with City Forestry**

City Forestry will prune the trees along the right-of-way between 1401 Beld Street and 633 Cedar Street during construction after the structure demolition is complete and area has been restored with select fill. The Contractor shall provide advanced notification to Brad Hofmann, [BHofmann@cityofmadison.com](mailto:BHofmann@cityofmadison.com) or by phone at 608-220-6796 one (1) week prior to providing access for tree pruning.

### **Coordination with Utilities**

Work in this contract requires utility relocations to install Cedar Street from Fish Hatchery Road to South Street, Cedar Street (Beld Street to Gilson Street), and Beld Street (Pine Street to South Park Street). It will be the responsibility of the Contractor to coordinate and work with the utilities located in the right of way to resolve conflicts during the construction process.

AT&T (overhead), Charter Communications (overhead), Lumen (underground), Madison Gas (underground) and Electric, MG&E (overhead & underground), and Wisconsin Independent Network (underground) have facilities within the project limits.

### ***Cedar Street (Beld Street to Gilson Street) and Beld Street (Pine Street to South Park Street)***

AT&T has underground communication facilities within the project limits that may need to be relocated. The Contractor shall contact Ryan Denewellis, [rd1238@att.com](mailto:rd1238@att.com) to coordinate the work.

Charter Communications plans to relocate overhead lines attached to MG&E poles at the Cedar Street and Beld Street intersection during construction. The Contractor shall contact Joe Rose, [Joseph.Rose@charter.com](mailto:Joseph.Rose@charter.com) to coordinate the work.

City of Madison Water Utility has facilities within the project limits that may need to be adjusted. The contact for Madison Water Utility (MWU) is Jeff Belshaw at 608-261-9835 or [jbelshaw@madisonwater.org](mailto:jbelshaw@madisonwater.org). The Contractor shall contact Jeff Belshaw at least 7 days prior to performing any work on the MWU water main. The Contractor shall work with the MWU to arrange for an MWU construction inspector to be on-site any time work on the MWU water main is being performed.

MG&E electric plans remove the utility pole at STA 103+90, 1' RT during construction of Beld Street. MG&E is planning to install new underground conduits across South Park Street, down Cedar St (north curb line) to Gilson St. To facilitate the removal of the overhead wires crossing South Park Street, a pad mounted switchgear will be installed in the new grass island between South Park Street and Beld Street just south of the new sidewalk near the existing MGE pole. The switchgear is approximately 7' x 7' x 5' tall. MG&E also needs two new pull boxes on the ends of Cedar Street in the terrace (approximately at STA 103+75, 45' LT and STA 210+25, 20' LT). The overhead wires along Cedar Street will remain. MG&E plans to complete all work during construction. The work is anticipated to take twenty-eight (28) calendar days. The Contractor shall coordinate with MG&E regarding a joint trench of electric facilities on South Park Street. The Contractor shall contact Mark Bohm, [mbohm@mge.com](mailto:mbohm@mge.com) to coordinate the work.

MG&E electric has 1 electric pole that shall be held by the Contractor. The contractor shall ensure the existing MG&E pole (STA 203+75, 18' LT) near the sanitary lateral out of SAS #103 will not move or shift due to the construction activity. The contractor shall either install shoring or supply a piece of equipment to hold the pole in place while excavating in the adjacent area. MG&E shall provide assistance and direction on how to secure the MG&E pole to a piece of contractor equipment at no cost to the contractor but the contractor shall be responsible for supplying the suitable piece of equipment per MG&E's requirements. MG&E requires a one (1) week notification prior to excavation to coordinate the attachment of equipment for the pole hold if that is the contractor method of ensuring the pole will not move as a result of the adjacent excavation.

MG&E has gas facilities within the project limits that may need to be relocated. The Contractor shall contact Shaun Endres, [SEndres@mge.com](mailto:SEndres@mge.com) to coordinate the work.

#### ***Cedar Street (Fish Hatchery Road to South Street)***

AT&T has underground communication facilities within the project limits that may need to be relocated. The Contractor shall contact Ryan Denewellis, [rd1238@att.com](mailto:rd1238@att.com) to coordinate the work.

Lumen has underground communication facilities within the project limits that may need to be relocated. The Contractor shall contact Brian Shepherd, [bshepherd@hbkengeering.com](mailto:bshepherd@hbkengeering.com) to coordinate the work.

MG&E electric plans to relocate the utility pole at STA 100+85, 29' RT during construction of Cedar Street (Fish Hatchery to South Street) to approximately STA 100+80, 50' RT. Appleton Road will need to be partially closed as well as the inbound outside lane of Fish Hatchery Road for the pole relocation. The work is anticipated to take seven (7) calendar days.

MG&E is planning to install new underground conduits a few feet beyond the Cedar Street south right-of-way from South Street to Fish Hatchery Road. MG&E also plans to install underground conduits crossing Cedar Street at South Street and at Fish Hatchery Road heading north. The work is anticipated to take seven (7) calendar days.

MG&E has gas facilities within the project limits that may need to be relocated. The Contractor shall contact Shaun Endres, [SEndres@mge.com](mailto:SEndres@mge.com) to coordinate the work.

Wisconsin Independent Network installed (winter of 2022) a new underground fiber facility along the west side of South Street traveling north to the south side (face of sidewalk) of Cedar Street traveling west to



the east of Fish Hatchery Road traveling north to the new SSM clinic. The Contractor shall contact Todd Ellickson, Todd.Ellickson@wintechology.com or by phone at 715-832-3750 for questions regarding the communication line.

**SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS**

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

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

Streetlight circuits are to be maintained throughout the construction project. Coordinate with City of Madison Electrical Section Michael Benzschawel (267-1969), prior to removing any existing light pole base or conduits which have lighting circuits passing through.

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

**SECTION 601.10 MATERIALS FURNISHED BY THE City Of Madison**

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

<b>ITEM</b>		<b>Quantity</b>
1" x 40"	Anchor Bolts for LB-3 Bases	1 sets of 4
1-1/4" x 48"	Anchor Bolts for LB-8 Bases	1 sets of 4

**SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY**

Access to businesses and commercial driveways shall be maintained at all times. The Contractor shall coordinate with parking lot property owners to maintain access and notify residents of access routes.

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

Engineer shall have the final decision on schedule of all work.

**SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS**

Care shall be taken not to disturb property irons, sod areas and retaining walls on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property.

**SECTION 107.6      DUST PROOFING**

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

**SECTION 107.7      MAINTENANCE OF TRAFFIC**

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

A Traffic Control Plan has been provided in the plan set. The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The Traffic Control Plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project. 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.

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

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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

The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

The work areas on South Park Street 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 (1) working day prior to placement of the plates.

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

No construction equipment or materials shall 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 as shown on the approved plan.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

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

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

### **Cedar Street**

Cedar Street (Beld Street to Gilson Street) may be closed to through vehicular traffic, at the project limits, for the duration of the project. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

There are 3 possible access points for Cedar Street – Cedar Street at Beld Street, Cedar Street at Hickory Street, and Cedar Street at Gilson Street. One of these intersections shall remain open at all times in order to maintain local and emergency vehicle access to all properties at all times.

### **Beld Street**

Beld Street (Pine Street to South Park Street) may be closed to through vehicular traffic, at the project limits, for the duration of the project. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

There are 3 possible access points for Beld Street – Beld Street at South Park Street, Beld Street at Cedar Street, and Beld Street at Pine Street. One of these intersections shall remain open at all times in order to maintain local and emergency vehicle access to all properties at all times.

Contractor shall place portable changeable message boards at least one (1) week in advance of the full closure of Beld Street, notifying the public of the start of construction. Message boards are to be placed on Beld Street near the project limits. Message boards shall read:

"BELD ST  
WORK  
BEGINS

Day of Week  
Month/Date"

### **Gilson Street**

The contractor shall flag traffic for the installation of sanitary sewer, storm sewer, and asphalt paving if necessary to maintain two way traffic on Gilson Street.

### **South Park Street**

The contractor shall maintain full access on South Park Street for all lanes at all times except during lane closures as described hereafter. Contractor is allowed thirty-five (35) calendar days of single (1) travel lane closures on South Park Street at the intersection with Beld Street. Travel lane closures shall not occur between May 13, 2022 at 3:00 PM and May 16, 2022 at 7:00 AM to accommodate the University of Wisconsin-Madison graduation ceremony. The contractor shall follow the Traffic Control Plan as shown on TC-1, TC-2, and TC-3 of the plan set for the South Park Street lane closures. South Park Street lane closures cannot coincide with Fish Hatchery Road lane closures.

### **Cedar Street**

Cedar Street (Fish Hatchery Road to South Street) may be remain closed to through traffic until construction is entirely complete. The Contractor shall not open Cedar Street until the Fish Hatchery Road outbound proposed left turn lane to Cedar Street is open. Cedar Street (Fish Hatchery Road to South Street) and Appleton Road shall only be closed at the same time for forty-two (42) days. After forty-two (42) calendar days, the Contractor shall open Cedar Street (Fish Hatchery Road to South Street).

### **Appleton Road**

The Contractor shall maintain two (2) way traffic at all times (min. 2-11 foot lanes) on Appleton Road except as described hereafter. Parking shall be removed along the street for the entire duration of the project. The Contractor shall close Appleton Road to through vehicular traffic for forty-two (42) calendar days to complete the removal of the street. Cedar Street (Fish Hatchery Road to South Street) and Appleton Road shall only be closed at the same time for forty-two (42) days. After forty-two (42) calendar days, the Contractor shall open Cedar Street (Fish Hatchery Road to South Street).

Contractor shall place portable changeable message boards at least one (1) week in advance of the full closure of Appleton Road, notifying the public of the start of construction. Message boards are to be placed on Appleton Road near the project limits. Message boards shall read:

"APPLETN  
WORK  
BEGINS

Day of Week  
Month/Date"

### **South Street**

The contractor shall flag traffic if necessary to maintain two way traffic on South Street.

### **Fish Hatchery Road**

The contractor shall maintain full access on Fish Hatchery Road for all lanes at all times except as described hereafter. Contractor is allowed forty-one (42) calendar days of single (1) travel lane closures

on Fish Hatchery Road at the intersection with Appleton Road/Cedar Street. Travel lane closures shall not occur between May 13, 2022 at 3:00 PM and May 16, 2022 at 7:00 AM to accommodate the University of Wisconsin-Madison graduation ceremony. Fish Hatchery lane closures cannot coincide with South Park Street lane closures. The Fish Hatchery Road outbound existing left turn lane to Appleton Road shall remain open as long as Appleton Road remains open.

### **Pedestrian Access**

The Contractor shall maintain access to the SSM clinic from the parking lot south of Cedar Street utilizing the Temporary Crosswalk Access bid item. The temporary crosswalk shall be located along the west side of the existing Appleton Road/South Street and proposed Cedar Street/South Street intersection.

The Contractor shall maintain access across South Park Street/Beld Street intersection utilizing the Temporary Crosswalk Access bid item.

The Contractor shall maintain access across South Park Street along the existing north crosswalk (between Cargo Coffee and Pick 'n' Save) until the new crosswalks are complete at the South Park Street/Beld Street intersection. After the new crosswalks are completed, the existing crosswalk shall be removed.

### **NOTIFICATION WHEN CLOSING STREET**

All Contractors shall give Traffic Engineering (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of two (2) working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

### **OPENING OF SECTION OF STREET TO TRAFFIC**

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven (7) working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Sean Malloy, City of Madison Traffic Engineering Division, [smalloy@cityofmadison.com](mailto:smalloy@cityofmadison.com), 266-5987 with any questions concerning these traffic control specifications.

## **SECTION 108.2      PERMITS AND LICENSING**

### **1401 Beld Street Demolition**

The Contractor shall be fully responsible for all applications, fees, and permits (except as noted below) associated with demolition, and inspection to meet all applicable codes.

- The Contractor shall be responsible for all applications, fees, permits and inspections associated with obtaining a Raze Permit through City of Madison Building Inspection. Provide copies of permit and closing reports to the City Project Manager when completed.
- The Contractor shall be responsible for all applications, fees, permits and inspections associated with obtaining a Sewer Plug Permit. The Contractor shall be responsible for plugging the sewer lateral at the property line and for scheduling the inspection of the plug prior to beginning backfill operations.

### **Storm and Sanitary Sewer**

A City of Madison Erosion Control permit, Madison Metropolitan Sewerage District sewer extension permit and DNR Notice of Intent (NOI) for coverage under a Construction Site General permit are required and will be applied for by the City for this project.

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Type II Dewatering

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and shall keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

The Contractor shall meet the conditions of the permits involving properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, as directed by the Construction Engineer or his designees, or as directed by any official representative of the DNR. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

#### **SECTION 109.2            PROSECUTION OF WORK**

All work under this contract must be completed on or prior to **September 30, 2022.**

All work on Cedar Street (Beld Street to Gilson Street), Beld Street (Pine Street to South Park Street), and South Park Street at Beld Street must be completed within **ONE-HUNDRED FIFTY (150) CALENDAR DAYS.**

All work on Cedar Street (Fish Hatchery Road to South Street), Appleton Road, Fish Hatchery Road at Cedar Street, and South Street must be completed within **ONE-HUNDRED TEN (110) CALENDAR DAYS.** The Contractor shall coordinate the start of this portion of the project with SSM. Based on SSM's current construction schedule, the Contractor may not be able to start before June 1, 2022.

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer three (3) weeks in advance of the selected start date.

#### **SECTION 109.9 LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on South Park Street at the intersection with Beld Street within thirty-five (35) calendar days shall be \$1,750 per calendar day, per location.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on Cedar Street (Beld Street to Gilson Street), Beld Street (Pine Street to South Park Street), and South Park Street at Beld Street within one-hundred fifty (150) calendar days shall be \$1,750 per calendar day, per location.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on Fish Hatchery Road at the intersection with Appleton Road/Cedar Street within forty-two (42) calendar days shall be \$1,750 per calendar day, per location.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on Cedar Street (Fish Hatchery Road to South Street) and open to vehicular traffic after the Appleton Road closure of forty-two (42) calendar days shall be \$1,750 per calendar day, per location.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on Cedar Street (Fish Hatchery Road to South Street), Appleton Road, Fish Hatchery Road at Cedar Street, South Street and open to vehicular traffic within one-hundred ten (110) calendar days shall be \$1,750 per calendar day, per location.

In the event that the Contractor fails to complete the work on Cedar Street (Beld Street to Gilson Street), Beld Street (Pine Street to South Park Street), South Park Street at Beld Street, Cedar Street (Fish Hatchery Road to South Street), Appleton Road, Fish Hatchery Road at Cedar Street, South Street and open to vehicular traffic within the specified calendar days, at the same time, fails to complete the work on the overall contract in the specified timeframes or by the specified date, the fixed, agreed, and liquidated damages due the City of Madison from the Contractor shall be the summed amounts.

### **BID ITEM 20101 – EXCAVATION CUT**

Work under this item shall include all excavation required for Cedar Street (Beld Street to Gilson Street), Beld Street (Pine Street to South Park Street), and Cedar Street (Fish Hatchery Road to South Street) shown on the cross sections as well as within the grading limits shown on the plans.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. The earthwork summary is shown on the title sheet for this project, and a more detailed summary of earthwork quantities (unadjusted) is as follows:

Excavation Cut (Cedar Street (Beld Street to Gilson Street) and Beld Street (Pine Street to South Park Street) per cross sections)

- Estimated Cut Material (ex. asphalt, base course): 2,300 CY
- Estimated Undercut: 900 CY
- Total Excavation Cut: 3,300 CY

Excavation Cut (Cedar Street (Fish Hatchery Road to South Street) per cross sections)

- Estimated Cut Material (ex. asphalt, base course): 2,000 CY
- Estimated Undercut: 500 CY
- Total Excavation Cut: 2,500 CY

Total Unclassified Excavation Cut, paid under 20101: 5,800 CY

The total amount paid under 20101 in the estimate includes Cedar Street (Beld Street to Gilson Street), Beld Street (Pine Street to South Park Street), Cedar Street (Fish Hatchery Road to South Street), and Appleton Road.

### **BID ITEM 20219 – BREAKER RUN**

It is assumed that 50% of Cedar Street (Beld Street to Gilson Street) and Beld Street (Pine Street to South Park Street) will have to be undercut and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas.

It is assumed that 100% of Cedar Street (Fish Hatchery Road to South Street) will have to be undercut and that material will be wasted. The Contractor shall place Breaker Run and Geosynthetic Reinforcement Fabric in the undercut areas.

### **BID ITEM 20221 – TOPSOIL**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place topsoil as necessary throughout the project. Topsoil shall be installed at the locations indicated on the plans and details per the Standard Specifications.

Topsoil used in street terraces, backside of the sidewalk, and within Appleton Road shall be shredded.

The areas of Cedar Street (Beld Street to Gilson Street), Beld Street (Pine Street to South Park Street), South Park Street at Beld Street, Cedar Street (Fish Hatchery Road to South Street), Fish Hatchery Road at Cedar Street, and South Street (STA 211+75 to STA 213+25) where topsoil is to be placed, the Contractor shall install a minimum of 6" of topsoil. Any additional excavation necessary to place topsoil to the required depth shall be considered incidental to the bid item.

The areas of Appleton Road where topsoil is to be placed, the Contractor shall install a minimum of 6" of topsoil on top of the existing base course (depth varies) per the grading plan. The estimated amount is 6" – 12" or approximately 350 CY. Topsoil placed in this area paid per the Standard Specifications.

When working around existing tree roots, the Contractor shall coordinate with City Forestry to determine the appropriate depth of topsoil to use so as not to damage the existing tree.

#### **METHOD OF MEASUREMENT**

Topsoil shall be measured by the Square Yard at the top surface, regardless of the placement depth of the topsoil.

#### **BASIS OF PAYMENT**

Topsoil, measured as provided above, will be paid at by the contract Square Yard, which price shall be payment in full compensation for furnishing, hauling, placing, and compacting the specified material, including all equipment, tools, labor and incidentals necessary to complete the work as specified.

#### **BID ITEM 20404 – CLEARING** **BID ITEM 20409 – GRUBBING**

#### **DESCRIPTION**

These bid items are to be used for Clearing and Grubbing trees and brush that are part of a tree or brush line as shown on the plans. Existing stumps from trees/brush and logs previously cut down inside the right-of-way shall be removed under this item. All work for clearing and grubbing the tree and brush lines shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees/brush under 3 inches. All trees/brush shall be removed inside the slope intercept as shown on the plans.

#### **METHOD OF MEASUREMENT**

These bid items for Clearing and Grubbing are to be measured and paid by the Lump Sum for completed work.

#### **BASIS OF PAYMENT**

These items, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

#### **BID ITEM 20601 – OBLITERATE STREET**

It shall include removal of the concrete sidewalk, curb and gutter, concrete driveway apron, asphalt sidewalk, asphalt curb and gutter, asphalt pavement, and SSM sign STA 100+95, 15' RT within the



Appleton Road footprint. The base course shall remain. Any sidewalk, curb and gutter, and driveway removal within the existing SSM parking lot or driveways along South Street shall be paid separately. Topsoil, seed, and erosion mat shall be paid separately.

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

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

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

The sanitary sewer and storm sewer designer for this project is Lauren Striegl. She may be contacted at (608) 266-4094 or lstriegl@cityofmadison.com.

#### **SANITARY SEWER GENERAL**

This project will replace approximately 597 LF of 8" sanitary main on Cedar St and 53 LF of 8" sanitary main and 61 LF of 10" sanitary main on Hickory St. Additionally, 689 LF of new 8" sanitary main will be installed on Beld St and Cedar St; this main will replace existing main, but follow new corridors to accommodate the re-design of the Cedar/Beld intersection. All laterals along the replaced and new sanitary main corridor will be replaced and extended to tie into the new sanitary main. Approximately 1338 LF of new 8" sanitary main, 61 LF of new 10" sanitary main, and 1036 LF of new sanitary lateral will be installed with this project. Existing sanitary main will be removed along Hickory St and Cedar St east of its intersection with Beld St (where sanitary main will be replaced in place) and will be abandoned in place with slurry along Beld St and Cedar St at or near its intersection.

A 207 LF section of existing 8" VCP along Fish Hatchery Rd just south of its intersection with Appleton St/new Cedar St will be abandoned in place with slurry. One existing sanitary sewer access structure in the current Appleton right-of-way will be removed.

ASTM D3034 SDR-35 and SDR-26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353).

AWWA C900 sewer main as called for on the plan set shall be payable under 8 and 10-inch PVC Pressure Sanitary Sewer Pipe (Bid Items 50321 and 50322).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction (2021 Edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under Sanitary Sewer Tap (Bid Item 50791). All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

Connection of new pipes to existing structures shall utilize compression couplings where existing PVC sanitary main is installed at existing sewer access structures. Where it is not possible to connect with compression couplings, the connection shall be accommodated with a Sanitary Sewer Tap (Bid Item 50791) and Reconstruct Bench & Flowline(s) (Bid Item 50103).

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

### **STORM SEWER GENERAL**

This project will remove the existing storm sewer system on Cedar St from its intersection with Beld St to its intersection to Cedar St, and installation of an expanded and upsized storm sewer system for that section of Cedar St, and Beld St just south of its intersection with Cedar St. Additionally, inlets and storm sewer shall be installed along new Cedar St between Fish Hatchery Rd and South St to drain the new Cedar right-of way.

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

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

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

Salvaged castings, grates, apron end, and gates may be reinstalled where feasible at the discretion of the Engineer and/or Inspector.

### **BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III**

The trench patches shall be installed over sanitary sewer and storm sewer trenches at the Cedar Street/Gilson Street intersection and over the storm sewer and electric trenches at the South Park Street/Beld Street intersection in areas that are in excess of the South Park Street, Cedar Street, and Beld Street sawcut limits, as shown on the plan set.

### **BID ITEM 50353 – SANITARY SEWER LATERAL**

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered

incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULO) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

#### **BID ITEM 50356 – RECONNECT**

All work under this bid item shall be done in accordance with Article 503 of the City of Madison Standard Specifications for Public Works Construction, latest addition. Lateral risers shall be installed in conformance with the S.D.D. 5.3.1 and made payable as Reconnect (Bid Item 50356) and Sanitary Sewer Lateral (Bid Item 50353)

The first 5 feet of sewer lateral pipe/fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

#### **BID ITEM 50390 – SEWER ELECTRONIC MARKERS**

With regard to the City of Madison Standard Specifications for Public Works Construction (2021 Edition) Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

Per the City of Madison Standard Specifications for Public Works Construction (2021 Edition) Section 507.3(c), the private storm sewer connection for 1309 S Park St shall have an electronic marker ball installed at the end location on the private property line.

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

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

This contract includes 18 additional undistributed ULOs to be performed at the direction of the City Construction Engineer.

#### **BID ITEM 70040 SALVAGE EXISTING HYDRANT**

The existing fire hydrant at the new intersection of Cedar Street and Beld Street shall be removed and salvaged as shown on the utility plans. This bid item shall also include the work and materials to

abandon the hydrant valve box, and the work and materials to cut off and cap the hydrant pipe at the water main as shown on the utility plans.

**BID ITEM 70041 RELOCATE HYDRANT**

The fire hydrant along Park Street shall be relocated so that it is between the new curb and sidewalk as shown on the utility plans. This bid item shall include the cut-in and installation of the necessary 6-inch pipe and fittings as shown to set the hydrant at its new location.

**BID ITEM 90001 – MAINTAIN DRIVEWAY ACCESS**

**DESCRIPTION**

Maintain Driveway Access shall consist of all work, materials and incidentals necessary to maintain access to the driveways of properties identified on the plans, as identified in the special provisions, or as directed by the City Construction Engineer. The Contractor shall maintain access at locations determined in the field at all times and for the duration of the project. This contract includes 5 undistributed locations at the direction of the City Construction Engineer.

This work may involve constructing temporary accesses using materials approved by the City Construction Engineer, using steel plates, limiting the size of the work areas around and within the driveways, or using high early strength concrete. Maintaining access may also involve performing work outside of scheduled work hours or outside of the Contractor's planned phasing of the project, if approved or directed by the City Construction Engineer. If constructing a temporary access, the Contractor shall ensure that proper drainage is maintained while the temporary access is in use, which includes grading of the temporary access and installation of temporary culverts or piping, as necessary. This item also includes removal of any temporary materials along with any necessary restoration of the area disturbed by the temporary access.

**METHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

Maintain Driveway Access shall be paid for at the contract unit price for all work, materials, equipment, and incidentals necessary to complete the work as set forth in the description.

**BID ITEM 90002 – REMOVE AND SALVAGE BRICK/BLOCK PAVERS**

**DESCRIPTION**

This bid item includes all work, equipment and incidentals necessary to Remove And Salvage Brick/Block Pavers. There are existing brick or block pavers used for driveways or walkways within the limits of the project. The Contractor shall remove the brick or block pavers in accordance with Article 203 of the City of Madison Standard Specifications. The Contractor shall salvage the brick or block pavers and place them outside the work zone within the right-of-way along the property. The Contractor shall also remove any base material for the pavers as necessary to allow for proper restoration with topsoil seed or mat or for installation of other driveway material. Removal of the base material shall be considered incidental to this bid item.

**METHOD OF MEASUREMENT**

Remove And Salvage Brick/Block Pavers shall be measured by the Square Foot acceptably completed.

## **BASIS OF PAYMENT**

Remove And Salvage Brick/Block Pavers shall be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

## **BID ITEM 90003 – CONSTRUCTION FENCING**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fencing from the project site as shown on the plans. This fence shall be highly visible, constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. Any required maintenance or re-installation of fencing is included with this item. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. The fencing shall be used as shown on the plans and freely at the direction of the City Construction Engineer.

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work.

This item includes construction fencing placed as tree protection fencing.

Construction Fencing shall be Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg. 3000lb per 4' width (ASTM D638)

### **METHOD OF MEASUREMENT**

Construction Fencing (plastic) shall be measured by the Linear Foot of material placed, maintained, and removed.

### **BASIS OF PAYMENT**

Construction fence (plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

## **BID ITEM 90004 – TEMPORARY CROSSWALK ACCESS**

### **DESCRIPTION**

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Depending on the contractor selected location of the temporary crosswalk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

### **MATERIALS**

Furnish a hard temporary surface material consisting of asphaltic surface or any grade of concrete, skid resistant steel plating, or alternative material as approved by the City Construction Engineer. Gravel or base course material and rubber matting is not acceptable.

Any temporary crossings servicing the SSM clinic from the SSM parking lot (south of Cedar Street) and the east side of South Park Street (across Beld Street) shall either be on existing pavement or constructed with temporary concrete or asphalt; rubber mat or steel plates will not be acceptable materials for crossings at these locations. The temporary crossings shall be lined with construction fence and construction barrels on both sides of the crossing within the right-of-way. Place temporary pedestrian signing on barrels so pedestrians can identify the crosswalk location. Construction fence shall be paid separately. Construction barrels and temporary signs shall be included with this item.

## **CONSTRUCTION**

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the City Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

Depending on the selected location for the temporary crosswalk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item.

## **METHOD OF MEASUREMENT**

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

## **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **BID ITEM 90005 – SEEDING – SHORTGRASS PRAIRIE SEED MIX**

### **DESCRIPTION**

Work under this Bid Item shall include all labor, equipment, and incidentals necessary to provide, store, and install Seeding – Shortgrass Prairie Seed Mix in the locations shown on the Construction Drawings. All work, including the addition of soil stabilizers, fertilizers, and the addition of the specified cover crop, shall be completed in accordance with Article 207 of the Standard Specifications. In conjunction with seeding, the site shall be stabilized with erosion matting as shown on Construction Drawings, which shall be paid separately under the appropriate Bid Item.

### **MATERIALS**

The contractor shall supply seed mix that meets the specification detailed below. Availability of specific species may be limited. Substitutions for individual species may be permissible and shall be approved by the engineer prior to seed mix order. Shortgrass Prairie Seed Mix: May be used for areas where conditions are dry, native species are desired and/or height is a concern, e.g., traffic medians,

roundabouts, terraces (except within 2' from back of curb). Most species in this mix range from 2-3' in height. The seed mix shall consist of any of the following or approved equal: 1) "Short Prairie for Medium Soils" as manufactured by Prairie Nursery, Westfield, WI. Seed shall be placed at a rate of 10 lbs per acre. 2) "Shortgrass Prairie Seed Mix for Medium-Dry Soils" as manufactured by Prairie Moon Nursery, Winona, MN. Seed shall be placed at a rate of 12.97 lbs per acre. 3) "Shortgrass Prairie for Medium Soils" as manufactured by Agrecol LLC., Evansville, WI. Seed shall be placed at a rate of 13.5 lbs per acre. 4) "Mesic Short Prairie Mix" as manufactured by Shooting Star Native Seed, Spring Grove, MN. Seed shall be placed at a rate of 10 lbs per acre. Substitution requests shall be submitted to City Engineering for review and approval. Contractor is notified that if an alternative is allowed, the rate of seed may be altered as a condition of approval, and seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeastern Minnesota, Eastern Iowa, Southern Wisconsin or Northern Illinois.

## **WILDFLOWERS**

### **Botanical Name (Common Name)**

1. *Allium cernuum* (Nodding Onion) % by wt. 0.54
2. *Asclepias tuberosa* (Butterfly Weed) % by wt. 1.09
3. *Astragalus canadensis* (Canada Milk Vetch) % by wt. 0.41
4. *Baptisia alba* (White Wild Indigo) % by wt. 1.09
5. *Chamaecrista fasciculata* (Partridge Pea) % by wt. 8.71
6. *Coreopsis lanceolata* (Lance-leaf Coreopsis) % by wt. 4.36
7. *Dalea candida* (White Prairie Clover) % by wt. 3.27
8. *Dalea purpurea* (Purple Prairie Clover) % by wt. 4.36
9. *Echinacea pallida* (Pale Purple Coneflower) % by wt. 2.18
10. *Echinacea purpurea* (Purple Coneflower) % by wt. 1.09
11. *Heliopsis helianthoides* (Early Sunflower) % by wt. 2.18
12. *Lespedeza capitata* (Round-headed Bush Clover) % by wt. 1.09
13. *Penstemon digitalis* (Foxglove Beardtongue) % by wt. 0.82
14. *Rudbeckia hirta* (Black-eyed Susan) % by wt. 4.36
15. *Senna hebecarpa* (Wild Senna) % by wt. 2.18
16. *Symphyotrichum laeve* (Smooth Blue Aster) % by wt. 0.27
17. *Verbena stricta* (Hoary Vervain) % by wt. 1.09

### • **GRASSES, SEDGES & RUSHES**

#### **Botanical Name (Common Name)**

18. *Bouteloua curtipendula* (Side-oats Grama) % by wt. 26.14
19. *Bouteloua gracilis* (Blue Grama) % by wt. 8.71
20. *Muhlenbergia mexicana* (Leafy Satin Grass) % by wt. 1.36
21. *Schyzachyrium scoparium* (Little Bluestem) % by wt. 20.91
22. *Sporobolus compositus* (Rough Dropseed) % by wt. 3.27

## **CONSTRUCTION**

Seed shall be placed according to the supplier's recommendations, approximately 0.25 lbs/100 SY, and per Article 207 of the City of Madison Standard Specifications for Public Works Construction.

## **METHOD OF MEASUREMENT**

Seeding – Shortgrass Prairie Seed Mix shall be measured by the Square Yard in accordance with Section 207.6 of the Standard Specifications.

## **BASIS OF PAYMENT**

Seeding – Shortgrass Prairie Seed Mix shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, storage, and incidentals required to complete the work as set forth in the description and Article 207 of the Standard Specifications. Partial Payment requests shall be reviewed and authorized by the Engineer.

## **BID ITEM 90006 – BUILDING DEMOLITION (1401 BELD STREET)**

### **DESCRIPTION**

Building Demolition shall include the removal and proper disposal of all building and landscape materials as follows:

- Removal of the house, footings/foundation, basement slab, and properly abandon or remove all site utilities.
  - The Contractor shall abandon the lateral with slurry at the house.
  - Madison Water Utility: See sheet D-2 Demolition Plan for more information about the water abandonment. The Contractor shall be responsible for coordinating the water service abandonment with City Engineering and the Madison Water Utility. The water service has been shut off at the curb stop and the water meter has been removed. There are no private wells on the property requiring abandonment.
  - MG&E Gas and Electrical
    - The overhead electric service to the house and meter were removed in 2021.
    - The underground gas service to the house was disconnected and the meter was removed.
  - Charter Communications
    - The overhead communication service to the house was removed in 2021.
- Removal of detached single car garage including structure, slab, footings/foundation, driveway/apron.
- Removal of any miscellaneous materials such as fencing, landscaping, lights, patios, steps, debris, brush, and other similar items.
- Backfilling the house and shed foundation with select fill (approx. 700 Tons).
  - Before backfilling the foundation, all debris shall be removed.
  - All select fill material shall be supplied, hauled, placed and special compacted in accordance with the City of Madison Standard Specifications.
- The hazardous material testing required is in progress by the City of Madison. If materials are found to be hazardous, the Asbestos Abatement and Bulk Sampling Report shall be presented to the Contractor prior to the start of construction. Materials will be abated by the City prior to the commencement of this project:
- Abatement of the items identified in the report shall be completed by the City no later than April 1, 2022. If materials are discovered during the demolition process, the Contractor shall remove all lead paint and hazardous materials and disposed of in compliance with current local, state and federal guidelines. Removal of hazardous materials shall be performed by qualified and licensed Contractors only. Any additional abatement above and beyond what is provided for in this contract shall be paid separately.

### **METHOD OF MEASUREMENT**

Building Demolition shall be measured, as described, shall be measured by LUMP SUM.

### **BASIS OF PAYMENT**

Building Demolition shall be paid at the contract unit price for all demolition, removal and off-site disposal of complete buildings and contents; removal and off-site disposal of building foundation walls, foundation, and footings; removal and off-site disposal of site materials (steps, brush, and incidentals); disconnection and removal of utilities; supplying, hauling, backfilling and special compacting the select fill material; permits; and furnishing all labor, tools, equipment and incidentals necessary to complete the work in accordance with the requirements of the contract. Partial payments may be made as follows:

- Up to ninety (90) percent for completion of the structure demolitions and removals.
- Ten (10) percent after providing disposal manifests to the City Project Manager.

## **BID ITEM 90007 – PAVEMENT MARKING EPOXY, SPEED HUMP**



## **DESCRIPTION**

Work under this item shall include the furnishing and application of pavement markings on speed humps. The pavement markings shall conform to all aspects of the most current edition of the City of Madison's Standard Specifications for Public Works Construction-Article 608-Pavement Markings and SDD 6.39.

### **Method of Measurement**

Shall be measured by each 6' x 6' pavement marking as shown in SDD 6.39

### **Basis of Payment**

Payment for this work, measured as provided above, will be made under: Pavement Marking Epoxy, Speed Hump at the contract unit price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein

## **BID ITEM 90008 – GEOSYNTHETIC REINFORCEMENT FABRIC**

### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals necessary to provide and install **Mirafi RS580i, TerraTex HPG HM58b, or an approved equal.**

### **CONSTRUCTION METHODS**

The Geosynthetic Reinforcement Fabric shall be installed in accordance with the manufacturer's recommendations. A maximum of 12" of Undercut shall be removed, under the entire road area, and replaced with Breaker Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the Geosynthetic Reinforcement Fabric in 8 to 12-inch loose lifts. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed Geosynthetic Reinforcement Fabric.

### **METHOD OF MEASUREMENT**

The Geosynthetic Reinforcement Fabric shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity.

### **BASIS OF PAYMENT**

Geosynthetic Reinforcement Fabric shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

## **BID ITEM 90030 - RELOCATE WATER MAIN**

### **DESCRIPTION**

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water mains as necessary to avoid conflicts with the proposed sewer construction. This work shall include but not be limited to installation of vertical offsets over or under proposed sewer infrastructure, or horizontal offsets to go around the proposed sewer infrastructure. The length of the pipe to be relocated shall be limited to the immediate areas where sewer is in conflict. The work will include new joints; piping to match the existing pipe sizes; and any other materials necessary to complete the work.

Prior to construction, all ULOs and any necessary utility redesigns shall be completed in order to avoid as many identified conflicts as possible. All work on water mains must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison

Standards Specifications for Public Works Construction, Latest Edition including all labor; materials; excavation and disposal of materials; and all incidentals necessary to perform the work.  
Contact Jeff Belshaw (jbelshaw@madisonwater.org, 608-261-9835) for coordination when water main relocations are deemed necessary.

**METHOD OF MEASUREMENT**

Measured per each specific instance as identified in the field.

**BASIS OF PAYMENT**

Paid for at the contract unit price, which shall be full compensation for each completed instance of relocating water mains as described herein.

**BID ITEM 90031 - RELOCATE WATER SERVICE**

**DESCRIPTION**

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water lateral services as necessary to avoid conflicts with the proposed sewer construction. This work shall include but not be limited to installation of vertical offsets over or under proposed sewer infrastructure, or horizontal offsets to go around the proposed sewer infrastructure. The length of the pipe to be relocated shall be limited to the immediate areas where sewer is in conflict. The work will include new joints; piping to match the existing pipe sizes and materials; and any other materials necessary to complete the work.

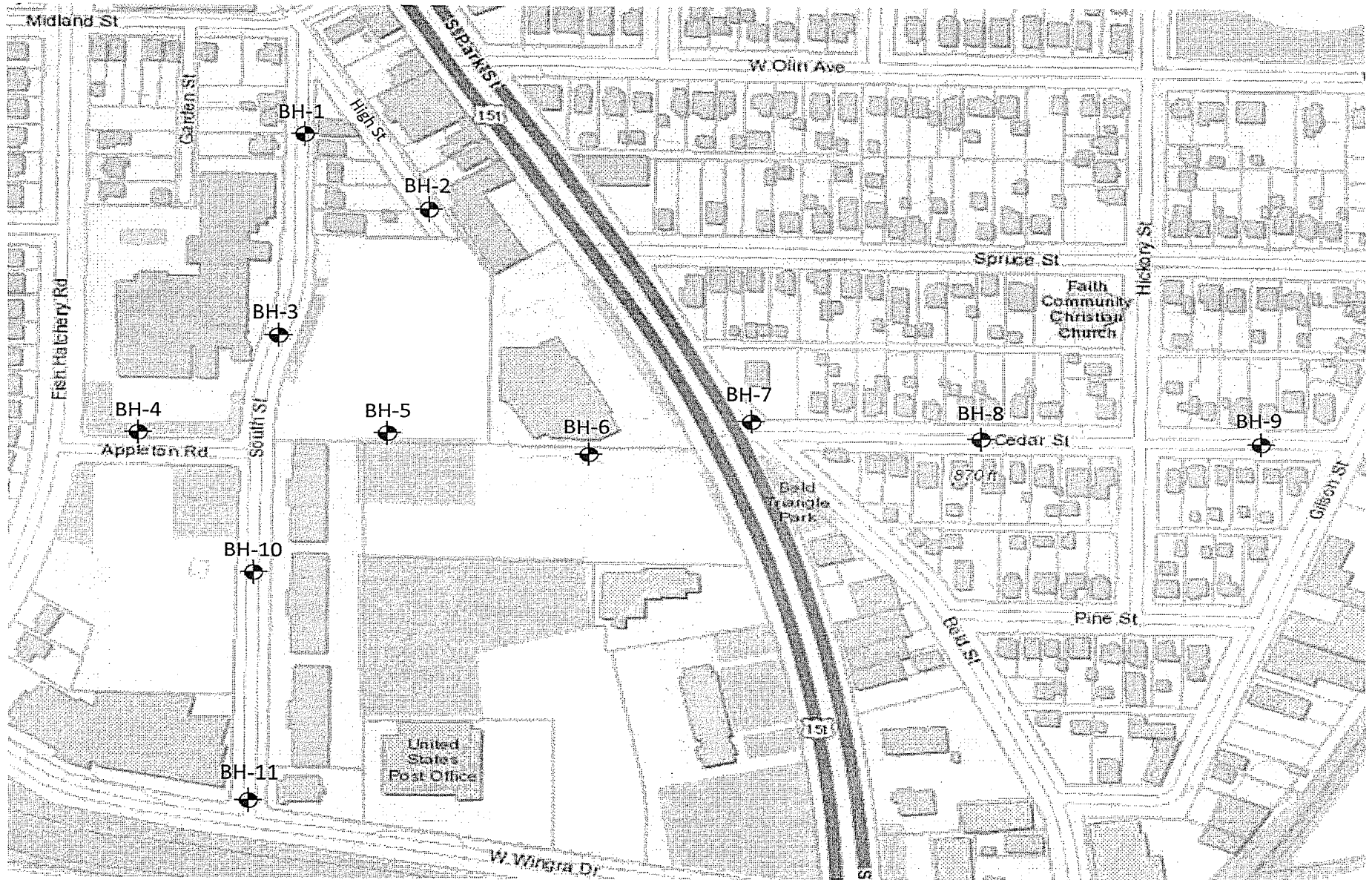
Prior to construction, all ULOs and any necessary utility redesigns shall be completed in order to avoid as many identified conflicts as possible. All work on water lateral services must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition including all labor; materials; excavation and disposal of materials; and all incidentals necessary to perform the work.  
Contact Jeff Belshaw (jbelshaw@madisonwater.org, 608-261-9835) for coordination when water service relocations are deemed necessary.

**METHOD OF MEASUREMENT**


Measured per each specific instance as identified in the field.

**BASIS OF PAYMENT**

Paid for at the contract unit price, which shall be full compensation for each completed instance of relocating water services as described herein.



**Legend**

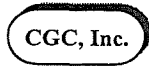
 Denotes Boring Location



**Notes**

1. Boring locations are approximate
2. Soil borings performed by Badger State Drilling in March 2020

Scale: Reduced

Date: 3/2020	
Job No. C20051-3	

**Soil Boring Location Map**  
**Cedar Street Area**  
**Madison, WI**



## LOG OF TEST BORING

Project Cedar Street Area  
 P-Lot: 150'E of Fish Hatchery, 50'N of Appleton CL  
 Location Madison, WI

Boring No. BH-4  
 Surface Elevation (ft) 859±  
 Job No. C20051-3  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					X	4 in. Asphalt Pavement/8 in. Base Course				
1	14	M	8		X	FILL: Stiff Gray-Brown Clay to 3'	(1.75)			
					□	Medium Dense Brown Silty Sand with Gravel to 5'				
2	18	M	13		□	Intermixed Loose to Medium Dense PEAT with Sand and Gravel to 8'				
					□	Medium Dense, Gray Fine to Medium SAND, Trace Silt (SP) Mixed with Dark Brown Peat (PT - Probable Fill)				
3	18	M	10		□	Medium Dense, Gray Fine SAND, Trace to Little Silt and Shell Fragments (SP/SP-SM)				
					□	End Boring at 15 ft				
4	18	M	11		□	Borehole backfilled with bentonite chips and asphalt patch				
					□					
5	18	W	20		□					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling ∇ 13.0'      Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 3/18/20 End 3/18/20  
 Driller BSD Chief MC Rig CME-55  
 Logger GB Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



# LOG OF TEST BORING

Project Cedar Street Area  
Park St.: 80'NW of Cedar, 45'E of Centerline  
 Location Madison, Wi

Boring No. BH-7  
 Surface Elevation (ft) 862±  
 Job No. C20051-3  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE E	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	6 in. Asphalt Pavement/8 in. Base Course				
1		18	M	7	1	Stiff, Brown Lean CLAY (CL)				
					2	Soft to Very Soft, Brown Sandy Lean CLAY (CL)				
2		18	M	2	3	(0.25)				
					4	Medium Dense to Loose, Light Brown Fine SAND, Trace to Little Silt (SP/SP-SM)				
3		18	M	19	5					
					6					
4		18	M	10	7					
					8					
					10					
5		18	W	9	11					
					12					
					14					
					15	End Boring at 15 ft				
					16	Borehole backfilled with bentonite chips and asphalt patch				
					18					
					20					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> 13.5'      Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>3/19/20</u> End <u>3/19/20</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>GB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



### LOG OF TEST BORING

Project Cedar Street Area  
 Cedar St.: 225'W of Hickory, 10'S of Centerline  
 Location Madison, Wi

Boring No. BH-8  
 Surface Elevation (ft) 872±  
 Job No. C20051-3  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	THYPI (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	6 in. Asphalt Pavement/8 in. Base Course				
1	18	M	7		7	Stiff, Brown Lean CLAY (CL)				
					5	Loose, Brown Clayey Fine to Medium SAND, Little to Some Gravel (SC)				
2	18	M	8		8					
					10	Medium Dense, Light Brown SILT, Occasional Sandy or Clayey Lenses (ML)				
3	18	M	12		12					
					15	Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) (Drilled Thru Numerous Cobbles/Possible Boulder Between 9'-12')				
4	18	M	50		15					
					20	End Boring at 15 ft  Borehole backfilled with bentonite chips and asphalt patch				
5	18	M	41		15					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>3/19/20</u> End <u>3/19/20</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>GB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



## LOG OF TEST BORING

Project Cedar Street Area  
Cedar St.: 130'E of Gilson, 10'S of Centerline  
 Location Madison, Wi

Boring No. BH-9  
 Surface Elevation (ft) 857±  
 Job No. C20051-3  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0					
					0	X				
1	█	12	M	7	7	Hatched				
					7					
2	█	2	M	50/3"	7.5	Dotted	(1.25)			
					7.5					
					10	Dashed				
3	█	18	M	10	10	Hatched	(0.75)			
					10					
					10	Dashed				
4	█	18	W	10	10	Vertical Lines	(1.5)			
					10					
					13	Dashed				
5	█	18	W	7	13	Vertical Lines				
					13					
					15	Dotted				
6	█	18	W	10	15	Dotted				
					15					
					15	End Boring				
					15	Borehole backfilled				
					20					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling $\nabla$ <u>8.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>3/19/20</u> End <u>3/19/20</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>GB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	

# Reuse and Recycling Plan

## for

### 1401 Beld St.

**Project Summary:** The City of Madison has purchased the property located at 1401 Beld St. to facilitate the reconfiguration of the existing 3 street intersection of Cedar/Beld/S. Park St. The street reconstruction project is scheduled to kick off in early Spring 2022.

**Property Description:** 1401 Beld is a 5,536 square foot lot with a 1,169 square foot 1.5 story, bungalow style house built in 1921. The property also contains a single car detached garage. It appears that interior remodeling has been ongoing as there is evidence of window replacements, new insulation, drywall, lights, and mechanicals.

*Note: The City will be scheduling with a HAZMAT Consultant for the testing of materials on this property for asbestos, lead paint, mercury thermostats and other related issues.*

**Reuse Plan:** there are two possible Reuse Scenarios for this property,

1. The City will make every attempt to sell the house as is for relocation. Under this plan any potential buyer would need to purchase the house, secure all contractors and permits required and move the house prior to the reconstruction contract starting.
2. If there are no takers on the relocation, and within a reasonable amount of time prior to the reconstruction contract starting, the City will then engage with various organizations for repurposing items within the structure. Items being re-purposed would need to be removed as is by these organizations prior to the street reconstruction contract starting. The following items may be of interest for repurposing:
  - a. Dining room chandelier
  - b. Table Lamp
  - c. Multiple new recessed light fixtures
  - d. Claw foot tub (cast iron)
  - e. Carpet
  - f. Assorted vinyl and wood windows
  - g. 5 panel solid wood doors, hinges, and hardware
  - h. Some cabinetry
  - i. Single car garage/shed
  - j. Solid wood flooring
    - i. The dining and living rooms have solid wood flooring in fair to better condition.
    - ii. The master bedroom has solid wood flooring with some evidence of water staining. It is assumed that this flooring is prevalent under the carpet of the other upper floor bedrooms.
    - iii. There are scraps of wood flooring in the basement.
    - iv. There are several armloads of wooden flooring in the rafters of the garage.
  - k. Newer mechanicals: furnace, water softener, and water heater.
  - l. The following companies are potential sources for assisting in the removal and repurposing of the above listed items:
    - i. WasteCap Resource Solutions, (414) 961-1100
    - ii. Habitat ReStore of Dane County, 4207 Monona Dr. Monona, (608) 661-2813
    - iii. DeConstruction Inc, 1010 Walsh Rd. Madison, (608) 960-0110



**Recycling Plan:** The following recycling plan would be part of any demolition that would be bid as part of the overall street realignment project. This plan may need to be adjusted pending the outcome of HAZMAT material testing for asbestos and lead based construction items. The General contractor will be required to manifest all items repurposed, recycled, or landfilled.

*Note: each section below contains potential industry contacts for proper disposal of the material in each section. The General Contractor may use other companies at their discretion.*

**1. Light fixtures.**

- a. Whenever possible all bulbs and fixtures should be removed and repurposed. When repurposing is not possible the following recycling procedure shall apply:
  - i. All bulbs shall be removed from fixtures and recycled or disposed of by type.
  - ii. All ballasts shall be removed from fixtures and recycled by type.
  - iii. Fixture housings shall be sorted by material and properly recycled.
- b. The following companies are potential sources for recycling lights and fixtures. All fees associated with any recycling is the responsibility of the contractor.
  - i. PKK Lighting, 7182 Hwy 14 Middleton, (608) 836-7821
  - ii. Recycling Compliance Specialists, 3224 Kingsley Way, Madison, (608) 275-6766

**2. Batteries.**

- a. Any batteries found during demolition shall be sorted by type and properly recycled.
- b. The following companies are potential sources for recycling batteries. All fees associated with any recycling is the responsibility of the contractor.
  - i. PKK Lighting, 7182 Hwy 14 Middleton, (608) 836-7821
  - ii. Recycling Compliance Specialists, 3224 Kingsley Way, Madison, (608) 275-6766

**3. Refrigerants.** No refrigerants were noticed, there were no refrigerators, freezers, air conditioners, or central air units on site. The contractor shall be responsible for providing sub-contractors certified in refrigerant removal and disposal should any such items be found during demolition.

**4. Appliances and HVAC Equipment.**

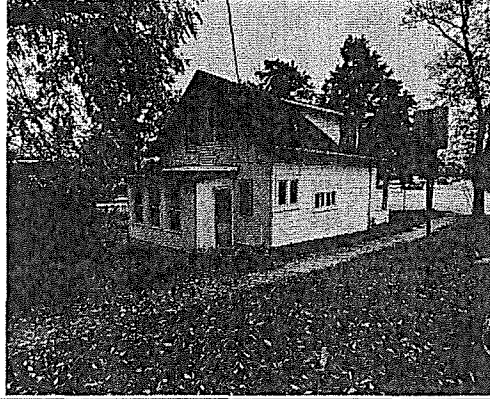
- a. Under Wisconsin Statute 287.07 all major appliances regardless of type or age must be recycled.
- b. Any appliance containing refrigerants must have the refrigerant removed as noted in item 3 above prior to recycling the appliance.

**5. Paints, Stains, Oils, and Other Chemicals.** No chemicals were noticed during the house inspection. If any are found during the demolition process the contractor shall leave the materials in their original containers and drop them off at the Dane County Clean Sweep site located at 7102 US Hwy 12, Madison.

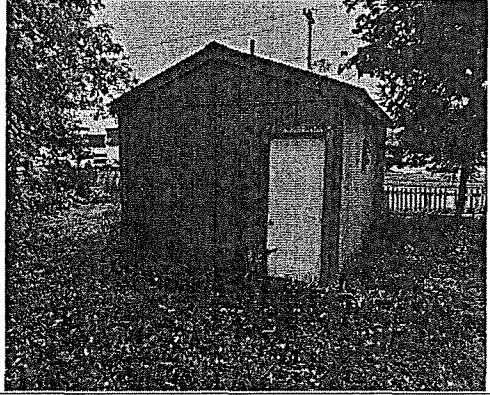
**6. Building Materials.** All building materials shall be sorted by type and recycled as follows:

- a. Bricks, concrete, and concrete block shall be salvaged whole or crushed to be used as clean fill provided these materials are clean of dirt or paint.
  - i. Homburg construction, 6106 Milwaukee St, Madison (608) 241-1178
- b. Metals, including ductwork, rebar, galvanized steel, wrought iron, aluminum: May be painted.
  - i. All Metals Recycling, 1802 South Park St., Madison, (608) 255-0960
- c. Cardboard, Paper, Cans, Bottles, and other household recycling items. None of these items were noticed on site.
  - i. Pellitteri, 7035 Waywood Rd., Madison, (608) 257-4285
- d. Other building materials. The Dane County Landfill has a Construction and Demolition Recycling drop off area for most demolition waste such as lumber, plywood, shingles, duct work, etc.
  - i. Dane County Landfill, 7102 US Hwy 12, Madison, (608) 838-9555
  - ii. <https://landfill.countyofdane.com/services/construction>

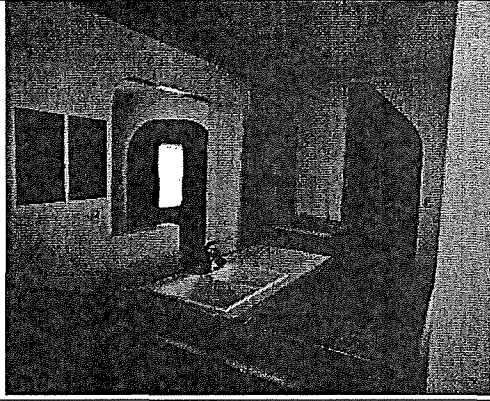
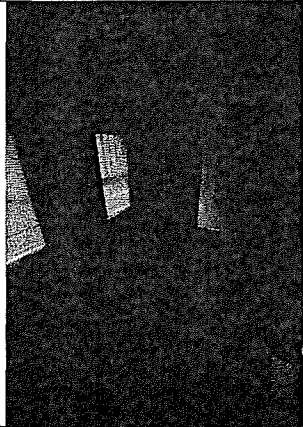
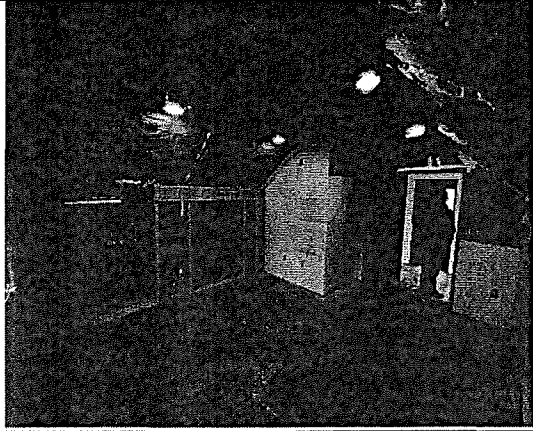
Exterior



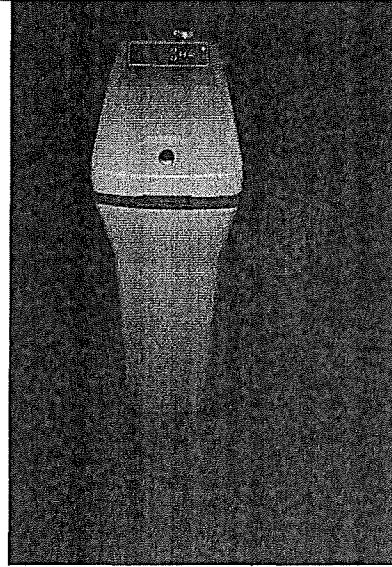
Garage: T-111 plywood siding with metal panel roof



**Interior Photos; appears to be a remodeling project that was in progress. Some rooms complete and some not, some windows newer but not matching styles most were older windows.**



Mechanicals: appear to be newer





Department of Public Works  
**Engineering Division**  
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

January 3, 2022

**Deputy City Engineer**  
Gregory T. Fries, P.E.  
**Deputy Division Manager**  
Kathleen M. Cryan  
**Principal Engineer 2**  
John S. Fahrney, P.E.  
Christopher J. Petykowski, P.E.  
Janet Schmidt, P.E.  
**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
James M. Wolfe, P.E.  
**Facilities & Sustainability**  
Bryan Cooper, Principal Architect  
**Land Information & Official Map Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

NOTICE OF ADDENDUM  
ADDENDUM NO. 1  
CONTRACT NO. 8505  
Cedar Street and Beld Street Assessment District – 2022

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

**BID SUBMISSION AND OPENING DATE:**

REMOVE AND REPLACE PAGE A-1 OF SECTION A: ADVERTISEMENT FOR BID AND INSTRUCTION TO BIDDERS with the attached page A-1. The Bid submission deadline has been extended.

PREQUALIFICATION APPLICATION DUE (2:00 P.M.): January 13, 2022

BID SUBMISSION (2:00 P.M.): January 20, 2022

BID OPEN (2:30 P.M.): January 20, 2022

**PROPOSAL**

The quantity for 50791 has been revised bid express to match the plans. See Bid Express.

Action	Bid Item	Description
REVISED	50791	Sanitary Sewer Tap

Sincerely,

*CV- Greg Fries* for RFP

Robert F. Phillips, P.E.  
City Engineer

## 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:	CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	8505
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JANUARY 13, 2022
BID SUBMISSION (2:00 P.M.)	JANUARY 20, 2022
BID OPEN (2:30 P.M.)	JANUARY 20, 2022
PUBLISHED IN WSJ	DECEMBER 16, 23, & 30 2021

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

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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



Department of Public Works  
**Engineering Division**  
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

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Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
James M. Wolfe, P.E.  
**Facilities & Sustainability**  
Bryan Cooper, Principal Architect  
**Land Information & Official Map Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

January 18, 2022

NOTICE OF ADDENDUM  
ADDENDUM NO. 2  
CONTRACT NO. 8505

Cedar Street and Beld Street Assessment District – 2022

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

**PROPOSAL**

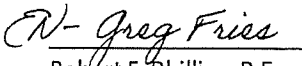
The quantity for 50227 has been added bid express to match the plans. See Bid Express.

Action	Bid Item	Description
ADD	50227	Utility Trench Patch Type IV

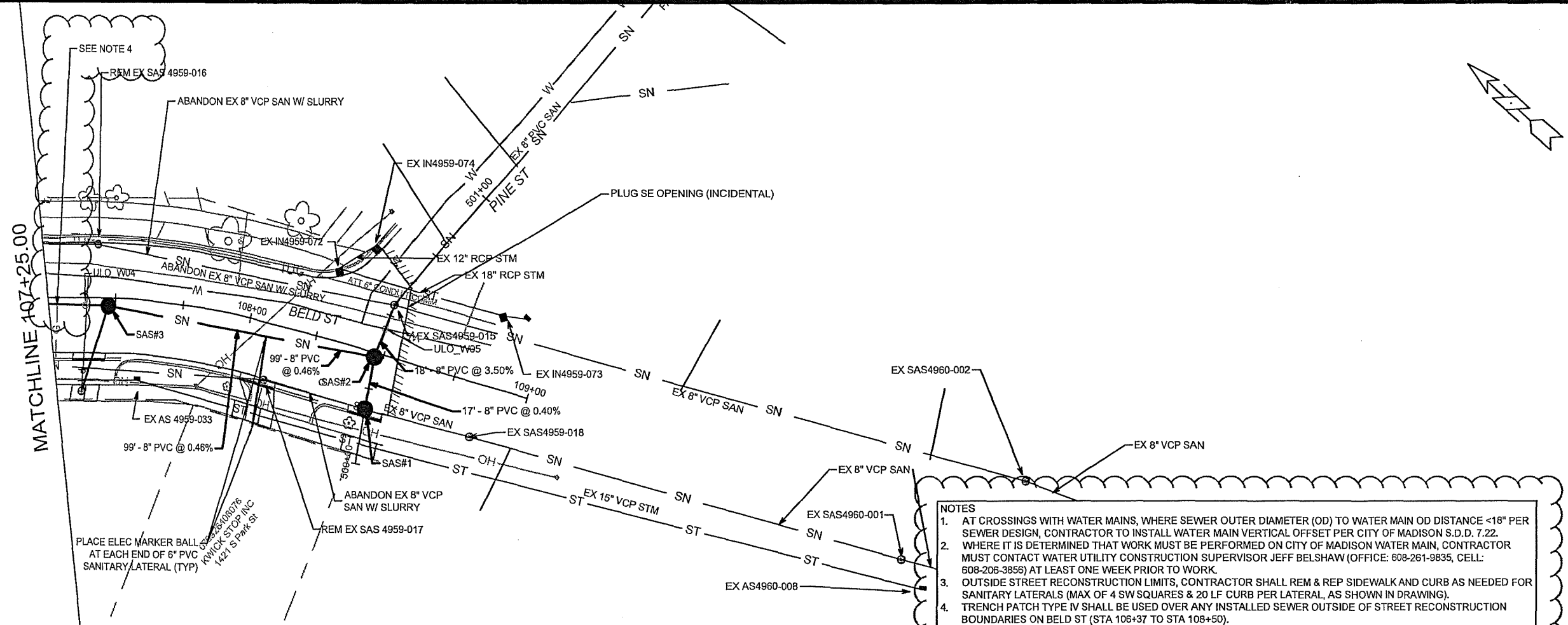
**PLANS:**

U-1 & U-2: Add 50227 Utility Trench Patch IV to the contract. Modified to indicate boundary of required Utility Trench Patch Type IV on Beld St. Added Note 5 and leader on U-1. Added Note 4 and leader on U-2.

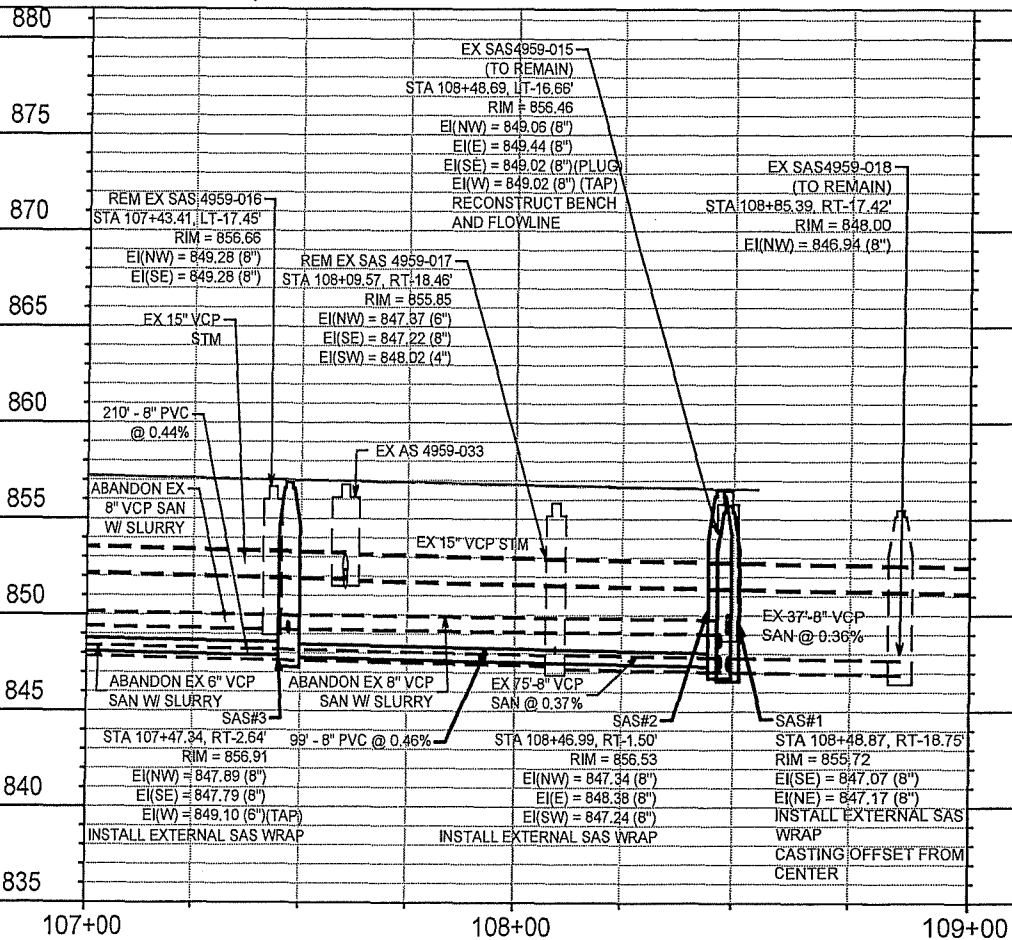
Sincerely,

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

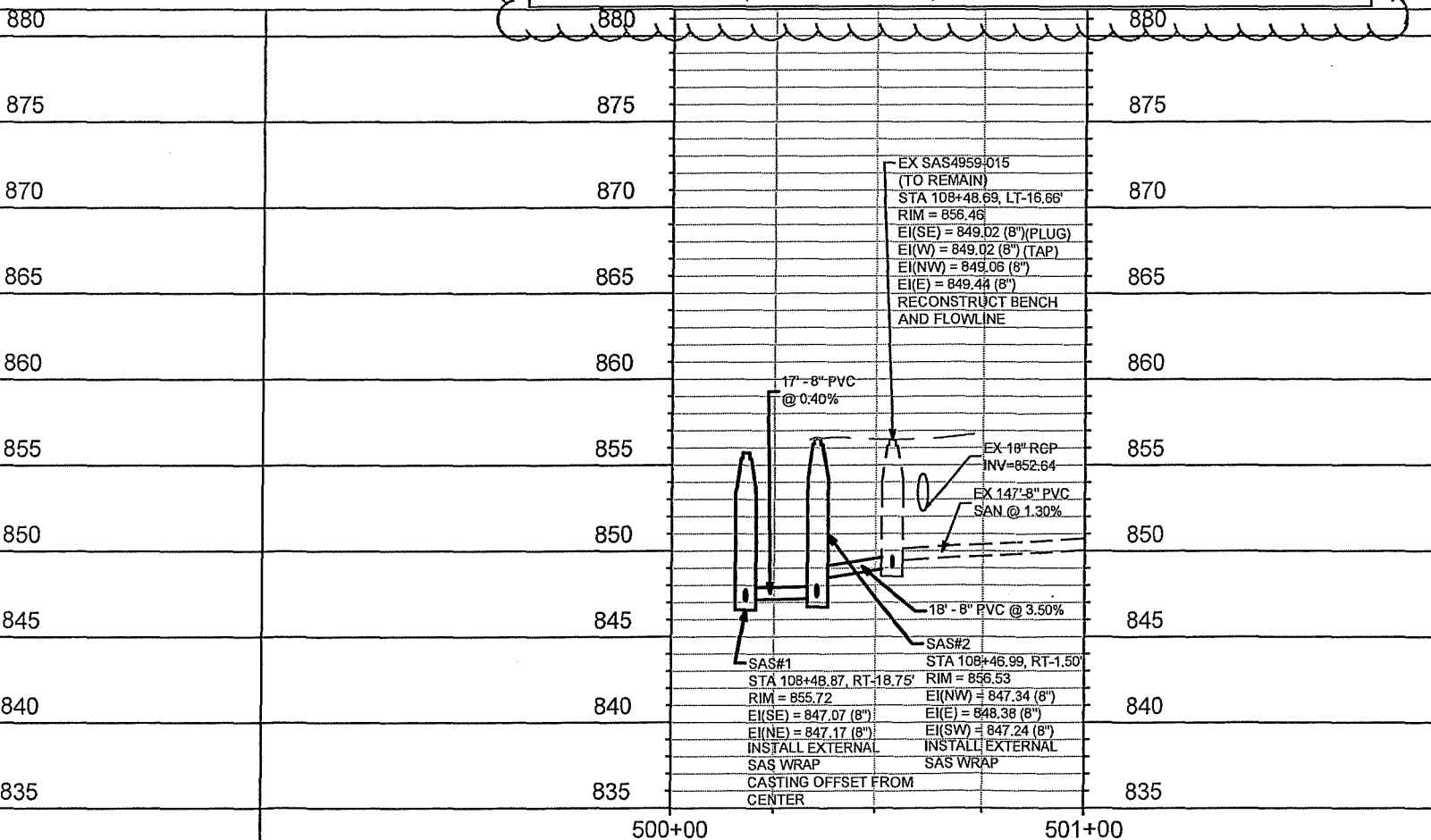
RFP:AJZ



- NOTES**
1. AT CROSSINGS WITH WATER MAINS, WHERE SEWER OUTER DIAMETER (OD) TO WATER MAIN OD DISTANCE <18" PER SEWER DESIGN, CONTRACTOR TO INSTALL WATER MAIN VERTICAL OFFSET PER CITY OF MADISON S.D.D. 7.22.
  2. WHERE IT IS DETERMINED THAT WORK MUST BE PERFORMED ON CITY OF MADISON WATER MAIN, CONTRACTOR MUST CONTACT WATER UTILITY CONSTRUCTION SUPERVISOR JEFF BELSHAW (OFFICE: 608-261-9835, CELL: 608-206-3856) AT LEAST ONE WEEK PRIOR TO WORK.
  3. OUTSIDE STREET RECONSTRUCTION LIMITS, CONTRACTOR SHALL REM & REP SIDEWALK AND CURB AS NEEDED FOR SANITARY LATERALS (MAX OF 4 SW SQUARES & 20 LF CURB PER LATERAL, AS SHOWN IN DRAWING).
  4. TRENCH PATCH TYPE IV SHALL BE USED OVER ANY INSTALLED SEWER OUTSIDE OF STREET RECONSTRUCTION BOUNDARIES ON BELD ST (STA 106+37 TO STA 108+50).



BELD STREET PROFILE



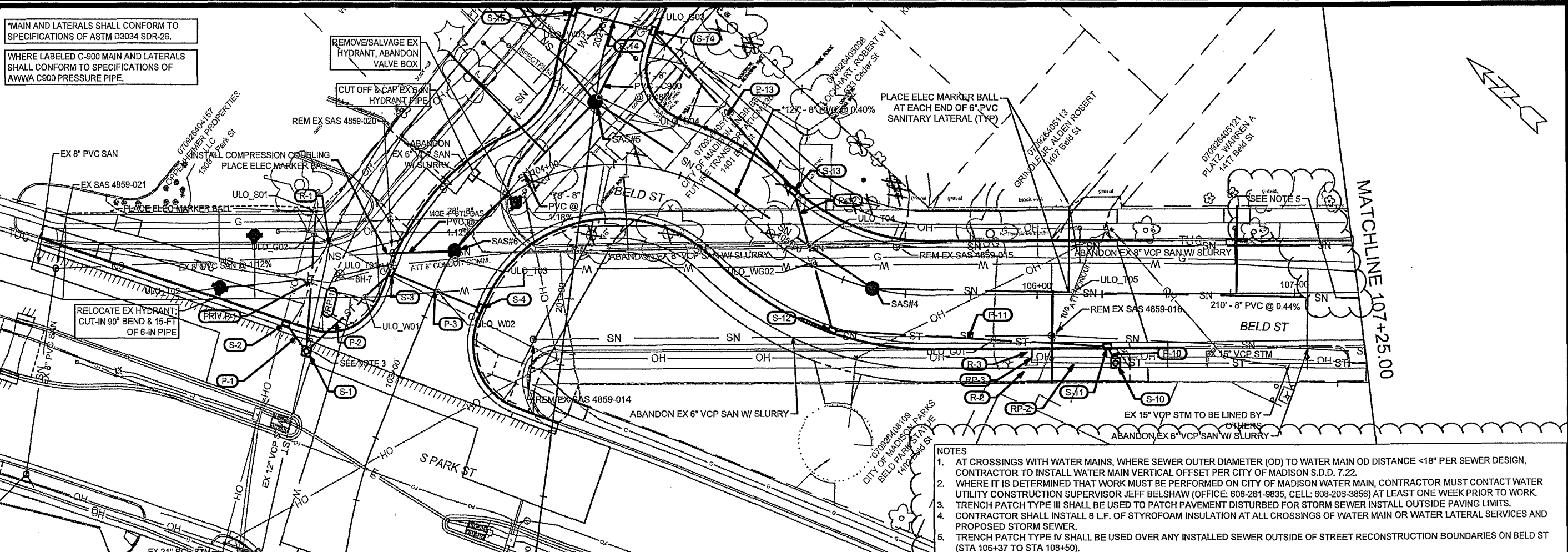
PINE STREET PROFILE

11202	MADISON, WI	CONTRACT NO: 8505
BELD STREET UTILITY PLAN AND PROFILE		
SOUTH PARK STREET TO GILSON STREET		
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11202	U-2	

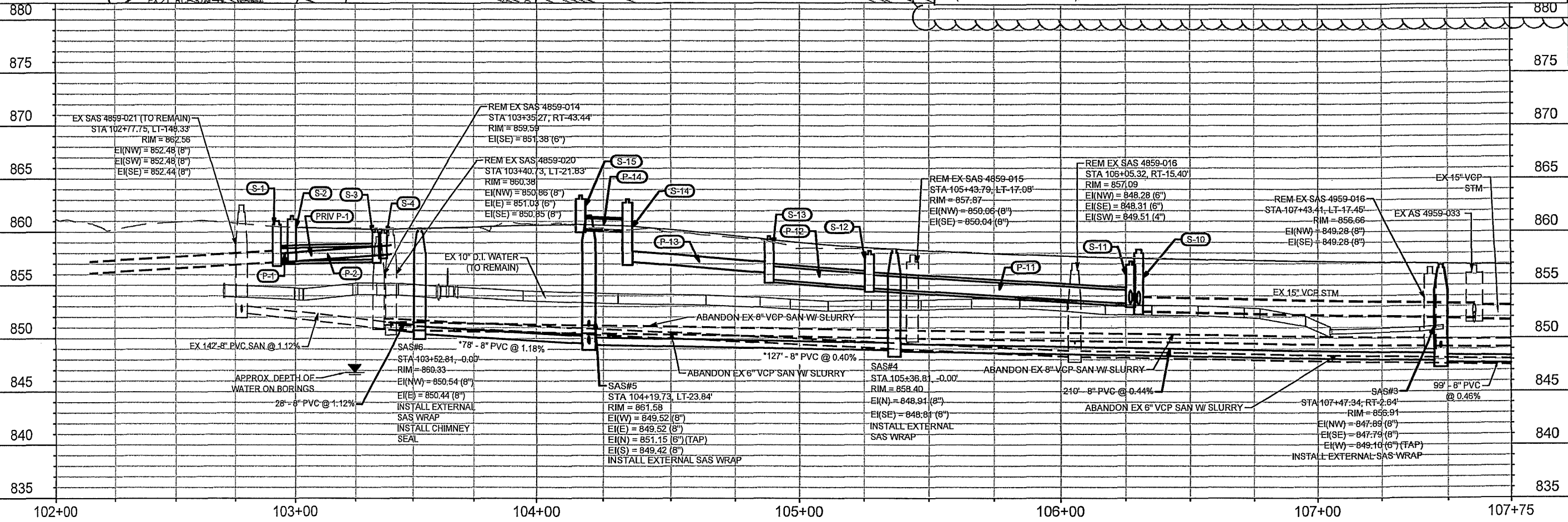
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\*MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF ASTM D3034 SDR-26.  
 WHERE LABELED C-900 MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF AWWA C900 PRESSURE PIPE.



- NOTES
1. AT CROSSINGS WITH WATER MAINS, WHERE SEWER OUTER DIAMETER (OD) TO WATER MAIN OD DISTANCE <18" PER SEWER DESIGN, CONTRACTOR TO INSTALL WATER MAIN VERTICAL OFFSET PER CITY OF MADISON S.D.D. 7.22.
  2. WHERE IT IS DETERMINED THAT WORK MUST BE PERFORMED ON CITY OF MADISON WATER MAIN, CONTRACTOR MUST CONTACT WATER UTILITY CONSTRUCTION SUPERVISOR JEFF BELSHAW (OFFICE: 608-261-9835, CELL: 608-205-3856) AT LEAST ONE WEEK PRIOR TO WORK.
  3. TRENCH PATCH TYPE III SHALL BE USED TO PATCH PAVEMENT DISTURBED FOR STORM SEWER INSTALL OUTSIDE PAVING LIMITS.
  4. CONTRACTOR SHALL INSTALL 8 L.F. OF STYROFOAM INSULATION AT ALL CROSSINGS OF WATER MAIN OR WATER LATERAL SERVICES AND PROPOSED STORM SEWER.
  5. TRENCH PATCH TYPE IV SHALL BE USED OVER ANY INSTALLED SEWER OUTSIDE OF STREET RECONSTRUCTION BOUNDARIES ON BELD ST (STA 106+37 TO STA 108+50).



11202  
 MADISON, WI  
 SOUTH PARK STREET TO GILSON STREET  
 CONTRACT NO.: 8505  
 U-1

ADDENDA 2  
 REVISION  
 DATE: 07/18/22  
 DESIGNED BY: A.J.Z.  
 DATE: 11/14/2022 12:07 PM  
 Scale: 1" = 40'

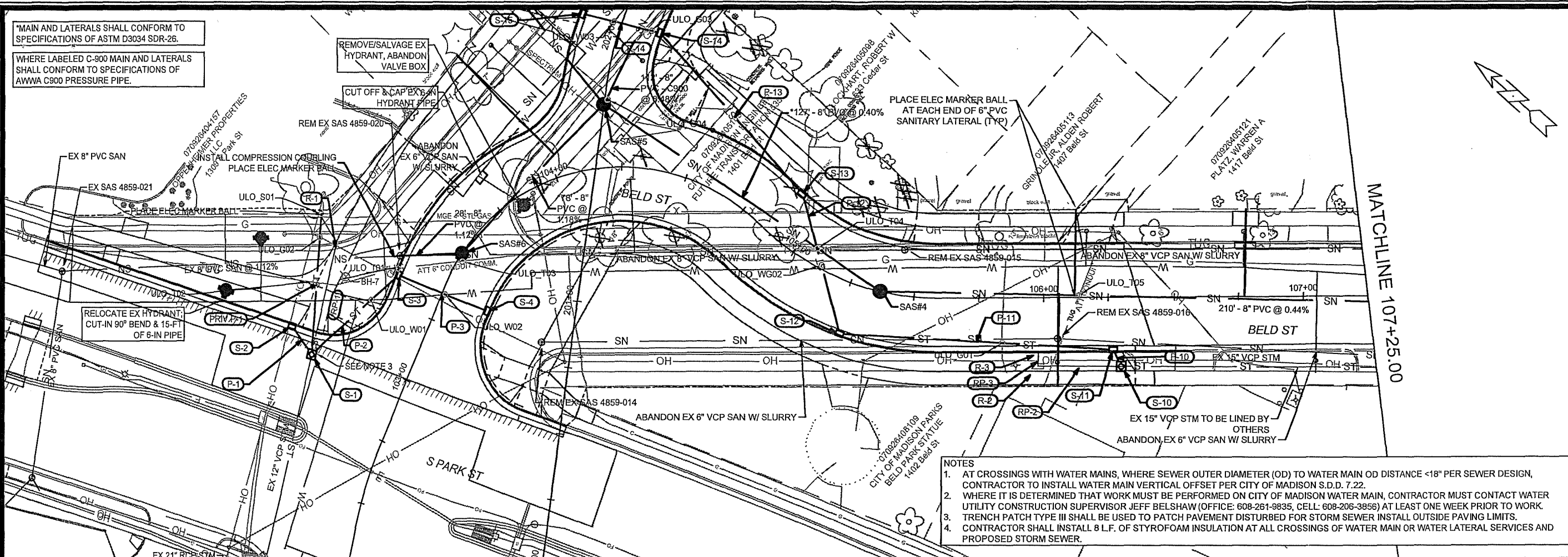
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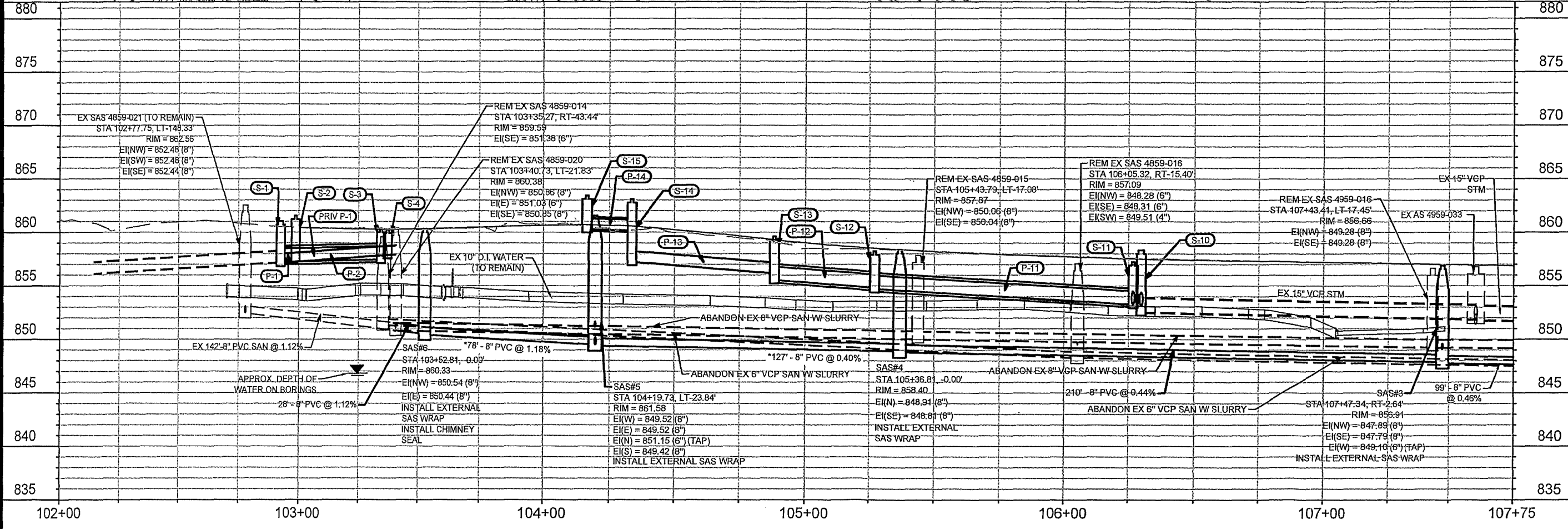
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REVISED

\*MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF ASTM D3034 SDR-26.  
 WHERE LABELED C-900 MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF AWWA C900 PRESSURE PIPE.

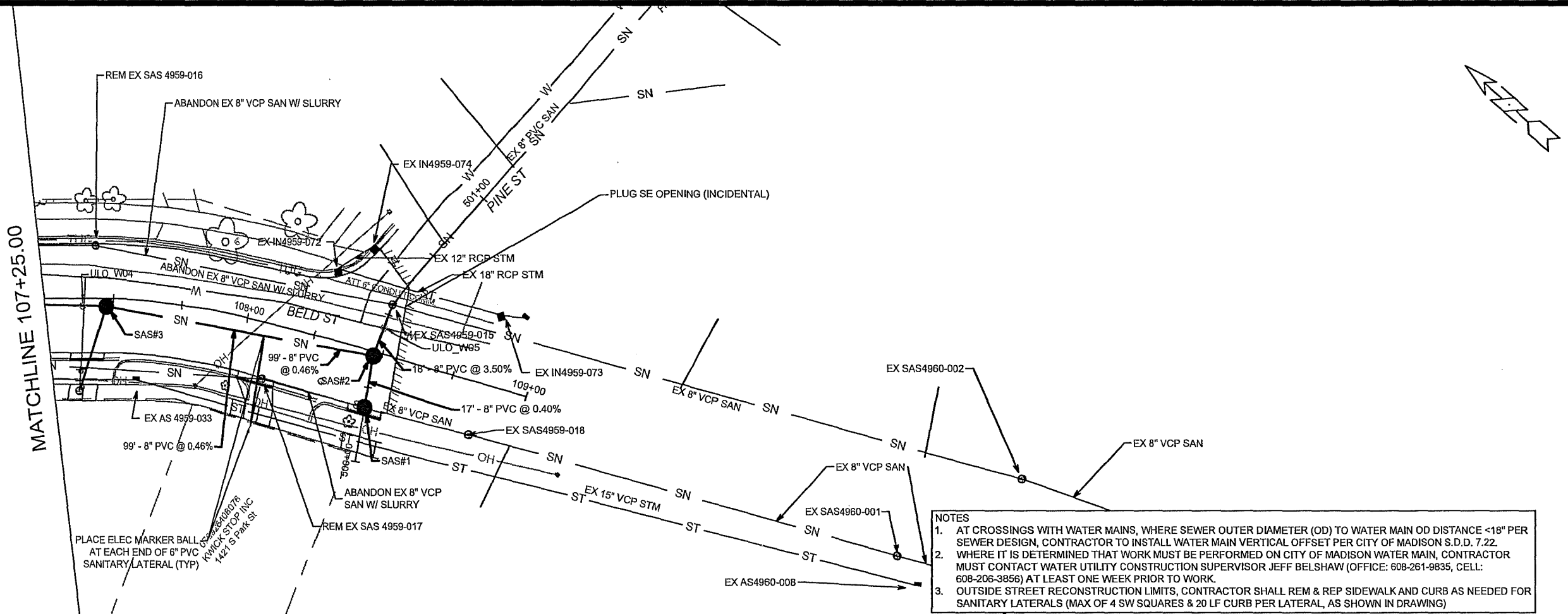


- NOTES
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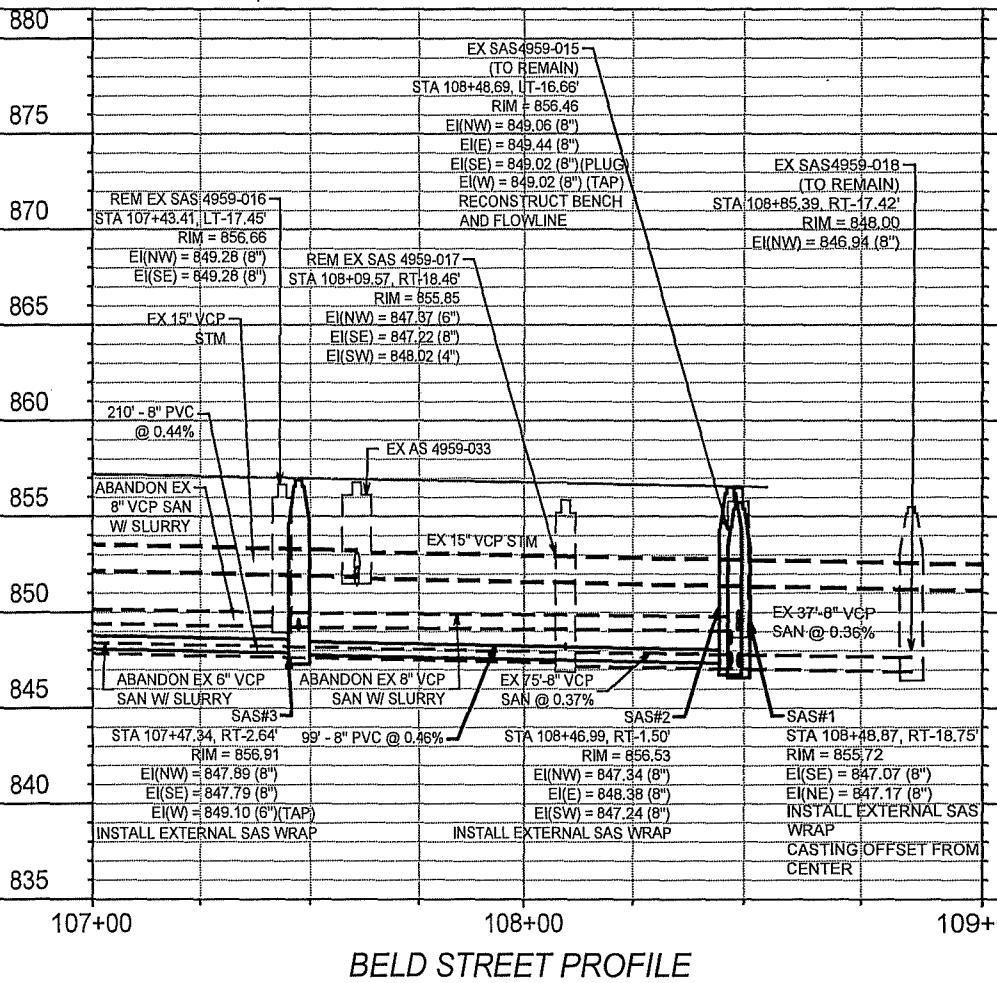
11202	11202	U-1
MADISON, WI	8505	
BELD STREET UTILITY PLAN AND PROFILE		
SOUTH PARK STREET TO GILSON STREET		
CONTRACT NO: 11202		
11202	U-1	

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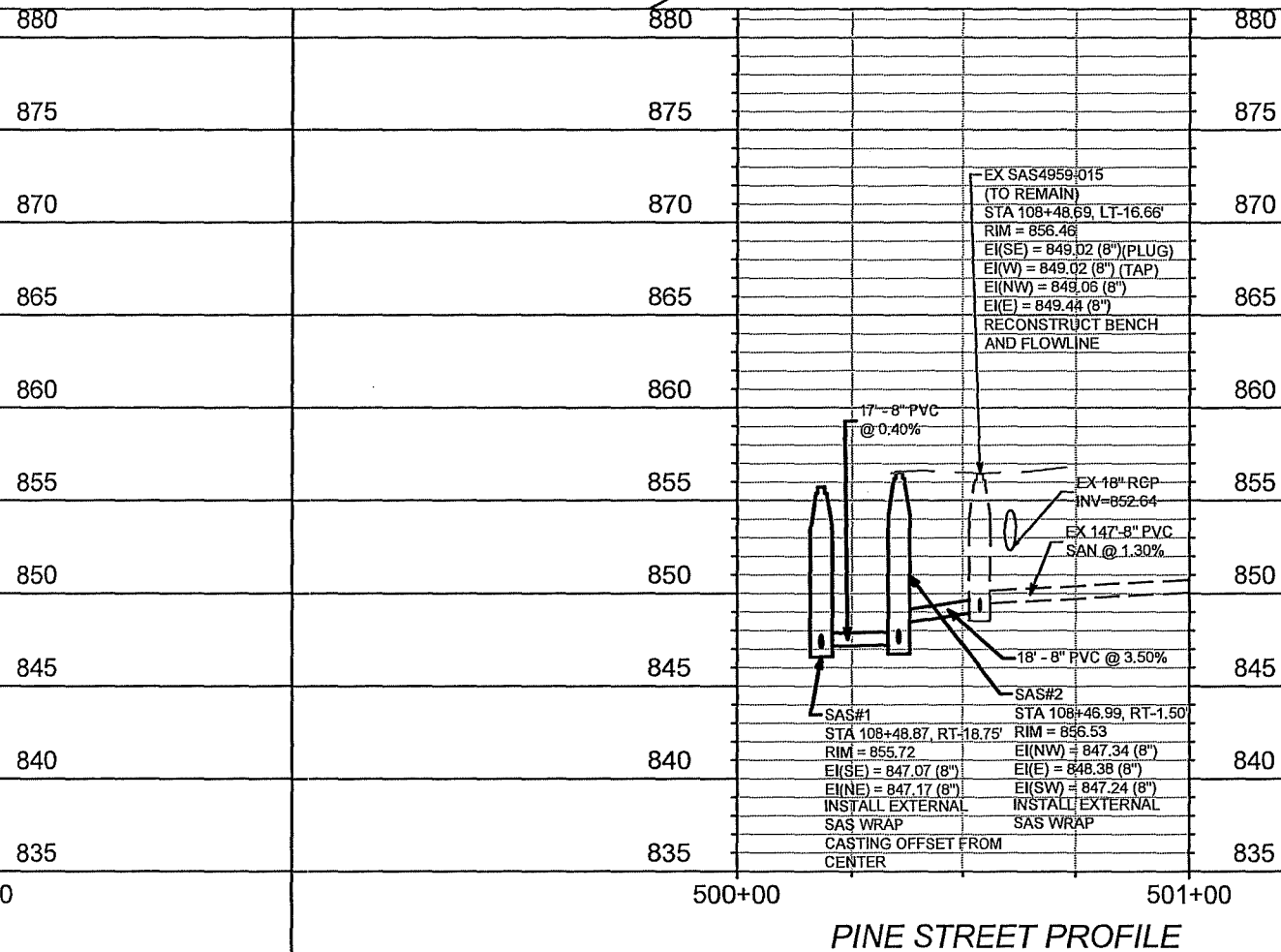


**NOTES**

1. AT CROSSINGS WITH WATER MAINS, WHERE SEWER OUTER DIAMETER (OD) TO WATER MAIN OD DISTANCE <18" PER SEWER DESIGN, CONTRACTOR TO INSTALL WATER MAIN VERTICAL OFFSET PER CITY OF MADISON S.D.D. 7.22.
2. WHERE IT IS DETERMINED THAT WORK MUST BE PERFORMED ON CITY OF MADISON WATER MAIN, CONTRACTOR MUST CONTACT WATER UTILITY CONSTRUCTION SUPERVISOR JEFF BELSHAW (OFFICE: 608-261-9835, CELL: 608-206-3856) AT LEAST ONE WEEK PRIOR TO WORK.
3. OUTSIDE STREET RECONSTRUCTION LIMITS, CONTRACTOR SHALL REM & REP SIDEWALK AND CURB AS NEEDED FOR SANITARY LATERALS (MAX OF 4 SW SQUARES & 20 LF CURB PER LATERAL, AS SHOWN IN DRAWING)



BELD STREET PROFILE



PINE STREET PROFILE

DATE	BY
12/17/2021	U-2
11/20/21	U-2

11202  
MADISON, WI  
CONTRACT NO: 8505

BELD STREET UTILITY PLAN AND PROFILE  
SOUTH PARK STREET TO GILSON STREET



11202  
U-2

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ORIGINAL



Department of Public Works  
**Engineering Division**  
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

January 18, 2022

**Deputy City Engineer**  
Gregory T. Fries, P.E.

**Deputy Division Manager**  
Kathleen M. Cryan

**Principal Engineer 2**  
John S. Fahrney, P.E.  
Christopher J. Petykowski, P.E.  
Janet Schmidt, P.E.

**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
James M. Wolfe, P.E.

**Facilities & Sustainability**  
Bryan Cooper, Principal Architect

**Land Information & Official Map Manager**  
Eric T. Pederson, P.S.

**Financial Manager**  
Steven B. Danner-Rivers

NOTICE OF ADDENDUM  
ADDENDUM NO. 3  
CONTRACT NO. 8505

Cedar Street and Beld Street Assessment District – 2022

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

**PROPOSAL**

The quantity for 20601 has been revised bid express to match the plans. See Bid Express.

Action	Bid Item	Description
REVISED	20601	OBLITERATE STREET

Sincerely,

*Greg Fries* for RFP  
Robert F. Phillips, P.E.  
City Engineer

RFP:AJZ

SECTION E: BIDDERS ACKNOWLEDGEMENT

CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8505

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 - 2021 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 3 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 and Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

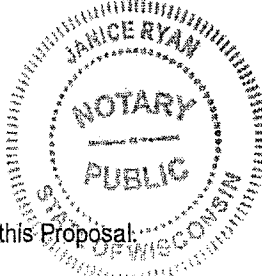
[Signature]  
SIGNATURE

VP  
TITLE, IF ANY

Sworn and subscribed to before me this 20 day of January, 2022.

[Signature]  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 10-22-25

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



Contract 8505 – 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.

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

CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8505

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: SPEEDWAY SAND & GRAVEL INC

8500 GREENWAY BLVD. SUITE 202

Address: MIDDLETON, WI 53552

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

Contact Person/Title: Dustin Bittner

Prime Bidder Certification

I, Dustin Bittner VP of  
Name Title

Speedway Sand & Gravel certify that the information  
Company

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

Jarice Ryan  
Witness' Signature

Dustin Bittner  
Bidder's Signature

1/20/2022  
Date



**CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8505**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	2.0	% of Total Bid Amount
			%
JR's Construction & Landscaping	Seeding-EC-Fencing	3.41	%
Crowley Construction Corp	Epoxy Pavement Marking	1.85	%
Schlobohm Trucking	Hauling Materials	6.54	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>11.80</u>	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal Contractors who are suppliers:</b>		_____ % x 0.6 = _____	% (discounted to 60%)
<b>Total Percentage of SBE Utilization:</b>		<u>11.08</u>	%

**CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022**

CONTRACT NO. 8505

DATE: 1/20/22

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$9,700.00	\$9,700.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	100.00	\$20.00	\$2,000.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	28.00	\$50.00	\$1,400.00
10801 - ROOT CUTTING - CURB & GUTTER - L.F.	100.00	\$0.01	\$1.00
10912 - MOBILIZATION - L.S.	1.00	\$102,193.00	\$102,193.00
20101 - EXCAVATION CUT - C.Y.	5800.00	\$22.00	\$127,600.00
20130 - UNDERDRAIN - L.F.	700.00	\$16.09	\$11,263.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	2500.00	\$2.69	\$6,725.00
20219 - BREAKER RUN - TON	2800.00	\$13.00	\$36,400.00
20221 - TOPSOIL - S.Y.	7000.00	\$3.21	\$22,470.00
20303 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - L.F.	640.00	\$2.50	\$1,600.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	3250.00	\$3.50	\$11,375.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	7200.00	\$6.50	\$46,800.00
20401 - CLEARING - L.S.	1.00	\$5,350.00	\$5,350.00
20406 - GRUBBING - L.S.	1.00	\$1,000.00	\$1,000.00
20601 - OBLITERATE STREET - STA.	3.10	\$3,388.00	\$10,502.80
20701 - TERRACE SEEDING - S.Y.	7000.00	\$1.30	\$9,100.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	7000.00	\$2.45	\$17,150.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	3550.00	\$20.22	\$71,781.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	48.00	\$25.22	\$1,210.56
30205 - TYPE 'E' CONCRETE CURB & GUTTER - L.F.	70.00	\$26.60	\$1,862.00
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	150.00	\$24.60	\$3,690.00
30211 - TRAFFIC CIRCLE MOUNTABLE CONCRETE CURB & GUTTER - L.F.	70.00	\$37.50	\$2,625.00
30301 - 5" CONCRETE SIDEWALK - S.F.	10100.00	\$5.35	\$54,035.00
30302 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	7900.00	\$5.95	\$47,005.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	40.00	\$11.00	\$440.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	352.00	\$33.74	\$11,876.48
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	3500.00	\$9.50	\$33,250.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	4600.00	\$9.50	\$43,700.00
40201 - HMA PAVEMENT 3 LT 58-28 S - TON	200.00	\$74.00	\$14,800.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	1260.00	\$75.75	\$95,445.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	30.00	\$100.00	\$3,000.00
40204 - HMA PAVEMENT 4 MT 58-28 S - TON	30.00	\$87.00	\$2,610.00
40218 - TACK COAT - GAL	400.00	\$2.00	\$800.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	200.00	\$20.00	\$4,000.00
40301 - FULL WIDTH GRINDING - S.Y.	1700.00	\$8.00	\$13,600.00
40311 - PULVERIZE AND SHAPE - S.Y.	1000.00	\$3.50	\$3,500.00
40410 - CONCRETE SPEED HUMP - S.Y.	140.00	\$92.00	\$12,880.00
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	150.00	\$2.83	\$424.50
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	1100.00	\$5.67	\$6,237.00
60802 - PAVEMENT MARKING EPOXY, 6-INCH - L.F.	1250.00	\$4.25	\$5,312.50

**CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022**

CONTRACT NO. 8505

DATE: 1/20/22

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
60803 - PAVEMENT MARKING EPOXY, 8-INCH - L.F.	100.00	\$5.67	\$567.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1200.00	\$4.25	\$5,100.00
60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	475.00	\$8.50	\$4,037.50
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	400.00	\$12.76	\$5,104.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	175.00	\$17.01	\$2,976.75
60819 - PAVEMENT MARKING EPOXY, CURB - L.F.	75.00	\$12.76	\$957.00
60820 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - S.F	32.00	\$8.50	\$272.00
60826 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE & STRAIGHT ARROW - EACH	3.00	\$184.24	\$552.72
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	2.00	\$110.55	\$221.10
60881 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	250.00	\$0.66	\$165.00
60882 - PAVEMENT MARKING REMOVAL, 8-INCH - L.F.	150.00	\$0.66	\$99.00
60883 - PAVEMENT MARKING REMOVAL, 12-INCH - L.F.	100.00	\$1.00	\$100.00
60884 - PAVEMENT MARKING REMOVAL, 18-INCH - L.F.	275.00	\$1.00	\$275.00
60885 - PAVEMENT MARKING REMOVAL, 24-INCH - L.F.	25.00	\$3.00	\$75.00
60886 - PAVEMENT MARKING REMOVAL, DOUBLE LINE, 4-INCH - L.F.	750.00	\$2.00	\$1,500.00
90001 - MAINTAIN DRIVEWAY ACCESS - EACH	4.00	\$450.00	\$1,800.00
90002 - REMOVE AND SALVAGE BRICK PAVERS - S.F.	400.00	\$16.00	\$6,400.00
90003 - CONSTRUCTION FENCE - L.F.	300.00	\$8.00	\$2,400.00
90004 - TEMPORARY CROSSWALK ACCESS - EACH	2.00	\$987.00	\$1,974.00
90005 - SEEDING - SHORTGRASS PRAIRIE MIX - S.Y.	300.00	\$6.00	\$1,800.00
90007 - PAVEMENT MARKING EPOXY, SPEED HUMP - EACH	4.00	\$138.18	\$552.72
90008 - GEOSYNTHETIC REINFORCEMENT FABRIC - S.Y.	1400.00	\$6.20	\$8,680.00
90006 - BUILDING DEMOLITION (1401 BELD STREET) - L.S.	1.00	\$24,850.00	\$24,850.00
20217 - CLEAR STONE - TON	188.00	\$18.00	\$3,384.00
21002 - EROSION CONTROL INSPECTION - EACH	8.00	\$525.00	\$4,200.00
21011 - CONSTRUCTION ENTRANCE - EACH	4.00	\$300.00	\$1,200.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$7,800.00	\$7,800.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	17.00	\$260.00	\$4,420.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	41.00	\$325.00	\$13,325.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	41.00	\$65.00	\$2,665.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	41.00	\$40.00	\$1,640.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	465.00	\$70.31	\$32,694.15
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	142.00	\$75.56	\$10,729.52
50741 - TYPE H INLET - EACH	17.00	\$1,999.25	\$33,987.25
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	21.00	\$678.00	\$14,238.00
20313 - REMOVE INLET - EACH	7.00	\$555.00	\$3,885.00
20314 - REMOVE PIPE - L.F.	348.00	\$27.00	\$9,396.00
20336 - PIPE PLUG - EACH	2.00	\$350.00	\$700.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1410.00	\$0.01	\$14.10
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	63.00	\$65.00	\$4,095.00
50302 - 10 INCH PVC SEWER PIPE (STORM) - L.F.	53.00	\$83.73	\$4,437.69
50390 - SEWER ELECTRONIC MARKERS - EACH	50.00	\$60.00	\$3,000.00

**CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022**

CONTRACT NO. 8505

DATE: 1/20/22

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	280.00	\$82.73	\$23,164.40
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	245.00	\$135.86	\$33,285.70
50433 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	59.00	\$82.73	\$4,881.07
50434 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	40.00	\$86.89	\$3,475.60
50436 - 30 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	126.00	\$106.81	\$13,458.06
50499 - CONCRETE COLLAR - EACH	1.00	\$3,210.00	\$3,210.00
50723 - 3'X3' STORM SAS - EACH	6.00	\$3,800.00	\$22,800.00
50724 - 4'X4' STORM SAS - EACH	5.00	\$4,790.00	\$23,950.00
50801 - UTILITY LINE OPENING (ULO) - EACH	38.00	\$640.00	\$24,320.00
90030 - RELOCATE WATER MAIN - EACH	4.00	\$5,860.15	\$23,440.60
90031 - RELOCATE WATER SERVICE - EACH	6.00	\$1,887.81	\$11,326.86
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	19.58	\$462.00	\$9,045.96
50202 - TYPE II DEWATERING - LUMP SUM	1.00	\$50.00	\$50.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	2434.00	\$0.01	\$24.34
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$1,250.00	\$1,250.00
50301 - 8 INCH PVC SEWER PIPE (SDR-35, SDR-26) - L.F.	1172.00	\$136.98	\$160,540.56
50321 - 8 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	165.00	\$160.65	\$26,507.25
50322 - 10 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	61.00	\$160.23	\$9,774.03
50353 - SANITARY SEWER LATERAL - L.F.	970.00	\$40.22	\$39,013.40
50355 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	66.00	\$76.60	\$5,055.60
50356 - RECONNECT - EACH	21.00	\$2,492.60	\$52,344.60
50357 - RECONNECT - PRESSURE PIPE - EACH	3.00	\$2,492.60	\$7,477.80
50359 - COMPRESSION COUPLING - EACH	1.00	\$1,712.70	\$1,712.70
50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$10,000.00	\$10,000.00
50701 - 4' DIA SANITARY SAS - EACH	15.00	\$4,873.40	\$73,101.00
50771 - INTERNAL CHIMNEY SEAL - EACH	3.00	\$531.88	\$1,595.64
50791 - SANITARY SEWER TAP - EACH	9.00	\$1,830.00	\$16,470.00
50797 - EXTERNAL SEWER ACCESS STRUCTURES JOINT SEAL - EACH	12.00	\$350.00	\$4,200.00
70040 - SALVAGE HYDRANT - EACH	1.00	\$1,076.00	\$1,076.00
70041 - RELOCATE HYDRANT - EACH	1.00	\$3,423.00	\$3,423.00
60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	300.00	\$15.20	\$4,560.00
60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	160.00	\$10.55	\$1,688.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	160.00	\$9.55	\$1,528.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	210.00	\$6.40	\$1,344.00
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	25.00	\$58.00	\$1,450.00
60261 - ELECTRICAL TRENCH - L.F.	400.00	\$6.75	\$2,700.00
60403 - CONSTRUCT LB-3 BASE - EACH	1.00	\$955.00	\$955.00
60407 - CONSTRUCT LB-8 BASE - EACH	1.00	\$1,095.00	\$1,095.00
60409 - CONSTRUCTION OFFSET BASE - EACH	1.00	\$1,900.00	\$1,900.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	1.00	\$945.00	\$945.00
60706 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	4.00	\$1,335.00	\$5,340.00
50227 - UTILITY TRENCH PATCH TYPE IV - T.F.	275.00	\$12.05	\$3,313.75
<b>125 Items</b>	<b>Totals</b>		<b>\$1,719,776.26</b>



Department of Public Works  
**Engineering Division**  
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
Gregory T. Fries, P.E.

**Deputy Division Manager**  
Kathleen M. Cryan

**Principal Engineer 2**  
Christopher J. Petykowski, P.E.  
John S. Fahrney, P.E.

**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmlidt, P.E.  
James M. Wolfe, P.E.

**Facilities & Sustainability**  
Bryan Cooper, Principal Architect

**Mapping Section Manager**  
Eric T. Pederson, P.S.

**Financial Manager**  
Steven B. Danner-Rivers

## BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2020 through January 31, 2022.

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

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

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

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

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

**PRINCIPAL**

Speedway Sand & Gravel, Inc.  
COMPANY NAME AFFIX SEAL

November 11, 2019  
DATE

By: *Amice Ryan*  
SIGNATURE AND TITLE Corp Sec.

**SURETY**

Fidelity and Deposit Company of Maryland  
COMPANY NAME AFFIX SEAL

November 11, 2019  
DATE

By: *Nicole Stillings*  
SIGNATURE AND TITLE  
Nicole Stillings, Attorney-in-Fact

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

November 11, 2019  
DATE

*Nicole Stillings*  
AGENT SIGNATURE

1600 Aspen Commons, Suite 990  
ADDRESS

Middleton, WI 53562  
CITY, STATE AND ZIP CODE

608-242-2551  
TELEPHONE NUMBER

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

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUIMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH**, all of Minneapolis, Minnesota, **EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of June, A.D. 2019.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of November, 2019.



By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577



**CERTIFICATE OF BIENNIAL BID BOND**

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

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

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

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

  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12-10-19  
DATE



Department of Public Works  
**Engineering Division**

Robert F. Phillips, P.E., City Engineer  
City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
Gregory T. Fries, P.E.

**Deputy Division Manager**  
Kathleen M. Cryan

**Principal Engineer 2**  
Christopher J. Petykowski, P.E.  
John S. Fahrney, P.E.

**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmidt, P.E.  
James M. Wolfe, P.E.

**Facilities & Sustainability**  
Bryan Cooper, Principal Architect

**Mapping Section Manager**  
Eric T. Pederson, P.S.

**Financial Manager**  
Steven B. Danner-Rivers

## BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2022 through January 31, 2024.

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

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

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

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

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

**PRINCIPAL**

Speedway Sand & Gravel, Inc.  
COMPANY NAME AFFIX SEAL

Dec 15, 2021  
DATE

By: Jarvis Ryan  
SIGNATURE AND TITLE Corp Sec.

**SURETY**

Fidelity and Deposit Company of Maryland  
COMPANY NAME AFFIX SEAL

December 15, 2021  
DATE

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

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

December 15, 2021  
DATE

Nicole Stillings  
AGENT SIGNATURE

1600 Aspen Commons, Suite 990  
ADDRESS

Middleton, WI 53562  
CITY, STATE AND ZIP CODE

608-242-2551  
TELEPHONE NUMBER

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

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R.C. BOWMAN, Ted JORGENSEN, Nicole STILLINGS and C. WHITE**, of Minneapolis, Minnesota, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2021.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of November, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

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

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

**CERTIFICATE**

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

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

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

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

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

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



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577

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

**CERTIFICATE OF BIENNIAL BID BOND**

TIME PERIOD- VALID (FROM/TO) February 1, 2022 - January 31, 2024
NAME OF SURETY Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR Speedway Sand & Gravel, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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

  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

February 1, 2022  
DATE

## SECTION H: AGREEMENT

THIS AGREEMENT made this 25<sup>th</sup> day of February in the year Two Thousand and Twenty-two 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 FEBRUARY 22, 2022, 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:

### **CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8505**

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 ONE MILLION SEVEN HUNDRED NINETEEN THOUSAND SEVEN HUNDRED SEVENTY-SIX AND 26/100 (\$1,719,776.26) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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



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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

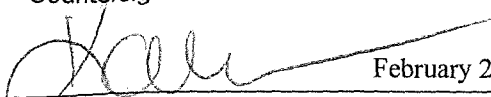
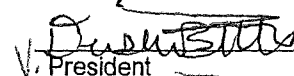
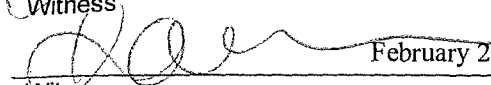
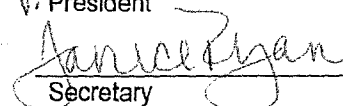
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

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

**CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8505**

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

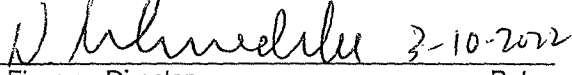


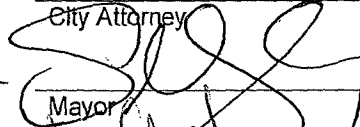
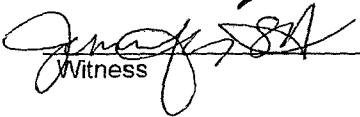

Countersigned:

		<u>SPEEDWAY SAND &amp; GRAVEL, INC.</u>	
		Company Name	
	February 23, 2022		February 23, 2022
Witness	Date	V. President	Date
	February 23, 2022		February 23, 2022
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	3-10-2022		3/11/22
Finance Director	Date	City Attorney	Date
	3/11/22		3/11/22
Witness	Date	Mayor	Date
	3-2-2022		3/2/22
Witness	Date	City Clerk	Date

Bond No. 9354838

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION SEVEN HUNDRED NINETEEN THOUSAND SEVEN HUNDRED SEVENTY-SIX AND 26/100 (\$1,719,776.26) 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:

**CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8505**

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 23rd day of February, 2022

Countersigned:

[Signature]  
Witness

[Signature]  
Secretary

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

[Signature]  
President Seal

Approved as to form:

[Signature]  
City Attorney

Fidelity and Deposit Company of Maryland  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact Nicole Stifings

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

February 23, 2022  
Date

[Signature]  
Agent Signature

**SECTION I: PAYMENT AND PERFORMANCE BOND**

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**CEDAR STREET AND BELD STREET ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8505**

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Signed and sealed this 23rd day of February, 2022

Countersigned:

[Signature]  
Witness

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

v. [Signature]  
President Seal

[Signature]  
Secretary

Approved as to form:

Fidelity and Deposit Company of Maryland  
Surety Seal  
 Salary Employee  Commission

\_\_\_\_\_  
City Attorney

By [Signature]  
Attorney-in-Fact Nicole Stillings

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

February 23, 2022  
Date

[Signature]  
Agent Signature

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R.C. BOWMAN, Ted JORGENSEN, Nicole STILLINGS and C. WHITE, of Minneapolis, Minnesota**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2021.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of November, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**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 23rd day of February, 2022.



*Mary Jean Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577

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