

Contract Routing Form

ROUTING: Routine

printed on: 11/26/2019

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

Project: Capitol Square Cafe Areas

Contract No.: 8365
Enactment No.: RES-19-00764
Dollar Amount: 92,714.00

File No.: 57933
Enactment Date: 11/25/2019

(Please DATE before routing)

Table with 3 columns: Signatures Required, Date Received, Date Signed. Rows include City Clerk, Director of Civil Rights, Risk Manager, Finance Director, City Attorney, and Mayor with handwritten dates and initials.

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

Original + 2 Copies

11/26/2019 14:10:43 enjls - Jim Wolfe 266-4099

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



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 57933

File ID: 57933	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: Engineering Division
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 10/24/2019
File Name: Awarding Public Works Contract No. 8365, Capitol Square Café Areas.		Final Action: 11/19/2019

Title: Awarding Public Works Contract No. 8365, Capitol Square Café Areas. (4th AD)

Notes: Jim Wolfe

Code Sections:	CC Agenda Date: 11/19/2019
Indexes:	Agenda Number: 20.
Sponsors: BOARD OF PUBLIC WORKS	Effective Date: 11/25/2019
Attachments: Contract 8365.pdf	Enactment Number: RES-19-00764
Author: Rob Phillips, City Engineer	Hearing Date:
Entered by: hfleegel@cityofmadison.com	Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	10/24/2019	Refer	BOARD OF PUBLIC WORKS	11/06/2019	11/06/2019	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 11/6/2019						
	Notes:						
1	BOARD OF PUBLIC WORKS	11/06/2019	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass
	Action Text: Christy Bachmann, Engineering Division, presented details. A motion was made by Branson, seconded by Ald. Furman, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.						
1	COMMON COUNCIL	11/19/2019	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25				Pass
	Action Text: A motion was made by Bidar, seconded by Harrington-McKinney, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.						

SOL

Notes:

Text of Legislative File 57933

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 8365, Capitol Square Café Areas. (4th AD)

Body

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

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

See attached document (Contract No. 8365) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8365
CAPITOL SQUARE CAFÉ AREAS

SPEEDWAY SAND & GRAVEL, INC. \$92,714.00

Acct. No. 11166-403-200:54425 (91347) \$92,714.00
Contingency 8%± 7416.00

GRAND TOTAL \$100,130.00

Jurisdiction: Wisconsin

Demographics

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

Address

Business Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States	Mailing Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States	Statutory Home Office Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States	Main Administrative Office Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States
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Phone, Email, Website

Phone	Email	Website								
<table border="1"> <tr> <th>Type</th> <th>Number</th> </tr> <tr> <td>Toll Free Phone</td> <td>(800) 382-2150</td> </tr> <tr> <td>Business Primary Phone</td> <td>(847) 413-5048</td> </tr> <tr> <td>Business Primary Phone</td> <td>(847) 605-6000</td> </tr> </table>	Type	Number	Toll Free Phone	(800) 382-2150	Business Primary Phone	(847) 413-5048	Business Primary Phone	(847) 605-6000	No results found.	No results found.
Type	Number									
Toll Free Phone	(800) 382-2150									
Business Primary Phone	(847) 413-5048									
Business Primary Phone	(847) 605-6000									

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 01/01/1982
Status: Active	Legacy State ID: 111700	Expiration Date:
Effective Date: 12/31/2018	Approval Date:	File Date:
Issue Date: 01/01/1982	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show entries

Showing 1 to 2 of 1415 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Property	04/22/2019	04/22/2019	03/15/2020
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Casualty	04/22/2019	04/22/2019	03/15/2020

Line Of Business

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

Contact

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

Company Merger

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No results found.

Name Change History

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

Boutelle, Alane

From: Viste, Doran
Sent: Friday, November 22, 2019 12:51 PM
To: Boutelle, Alane
Subject: RE: Witness Question on H-5 of Contract

Its fine then. The Secretary signature isn't really necessary—the President's is. I don't think anyone will dispute the contract because her signature wasn't witnessed.

From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Friday, November 22, 2019 12:50 PM
To: Viste, Doran <DViste@cityofmadison.com>
Subject: RE: Witness Question on H-5 of Contract

She is signing as Secretary...
I have a President signature with a witness for that one..

From: Viste, Doran
Sent: Friday, November 22, 2019 12:44 PM
To: Boutelle, Alane <ABoutelle@cityofmadison.com>
Subject: RE: Witness Question on H-5 of Contract

Is she signing as President and writing her name below, or if she is signing as Secretary?

From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Friday, November 22, 2019 11:34 AM
To: Viste, Doran <DViste@cityofmadison.com>
Subject: Witness Question on H-5 of Contract

Hi Doran,
These H-5 documents arrived today without a witness signature for Janice Ryan. (see attached)
I am familiar with her signature and this matches what I have seen in the past.
Can I accept as is, have them redo, or some other variation?

The contract routing likely wouldn't start until next week.

Thanks,



Alane Boutelle
Department of Public Works
Engineering Division
1600 Emil Street
Madison, WI 53713
aboutelle@cityofmadison.com
(608) 267-1197

\$92,714.00
FILE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CAPITOL SQUARE CAFÉ AREAS

CONTRACT NO. 8365

MUNIS NO. 11166

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON NOVEMBER 19, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CAPITOL SQUARE CAFÉ AREAS
CONTRACT NO. 8365**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: jw

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:	CAPITOL SQUARE CAFÉ AREAS
CONTRACT NO.:	8365
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	10/18/2019
BID SUBMISSION (2:00 P.M.)	10/24/2019
BID OPEN (2:30 P.M.)	10/24/2019
PUBLISHED IN WSJ	10/10/2019 & 10/17/2019

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

CAPITOL SQUARE CAFÉ AREAS CONTRACT NO. 8365

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 \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

This project consists of removal of miscellaneous items including concrete planter walls and installing concrete sidewalk, new concrete planter walls, a terrace support system for new tree plantings, tree grates, and other miscellaneous items.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around all existing trees, plantings, fences, walls, buildings, utilities, street lights, traffic signals, and other street infrastructure that are to remain. Any items not specifically called out for removal are to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees 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 under this contract may need to be coordinated with the City's sidewalk replacement program to ensure that pedestrian travel is maintained at all times.

The contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc) adjusted as necessary. The contractor shall provide a minimum of 7 days notice to utilities prior to needing the structure adjustment.

The contractor shall coordinate the work with the City of Madison Traffic Engineering Division. The Traffic Engineering Dept. 266-4761 shall be contacted prior to construction beginning at any location.

The Contractor is responsible for any snow and/or ice removal that may be necessary within and around the project limits in order to complete the work.

SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, at 215 Martin Luther King Jr Blvd., Madison, WI 53703, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan.

The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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.

At all locations, the Contractor shall maintain two-way traffic at all times on North and South Hamilton St. and shall maintain one-way traffic at all times on W. Main St. and E. Mifflin St. During off-peak times, two-way traffic may be maintained by use of flag persons.

Maintain sidewalk access on one side of the street at all times, and provide pedestrian crossings at each intersection as necessary to maintain pedestrian access. If sidewalk must be closed for construction purposes, contractor shall ensure that all crosswalks at the end of the closed sidewalk block are fully open. Contractor shall maintain pedestrian access to all businesses at all times. In areas of sidewalk construction, if necessary to maintain the required access, the Contractor shall provide a temporary surface for sidewalk and crosswalk access. The temporary surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating or rubber matting as approved by the Construction Engineer. Gravel or base course material or asphaltic cold patch is not acceptable. Maintaining sidewalk is considered incidental to the contract.

In locations that require a bike lane closure, the Contractor shall sign the closure appropriately, including any detours, if required by the Traffic Engineer, or "Bikes May Use Full Lane" signage, as required. If closure of the counter flow bike lane is necessary, the Contractor shall provide appropriate bike lane closure signage along with "Walk Bikes" signage to direct bicyclists to walk bikes using available sidewalk.

No work shall take place on Farmer's Markets Saturdays or any other event day. For each of these days, all travel lanes and bike lanes shall be re-opened for normal use. Sidewalk closures may remain in place, but the Contractor shall maintain appropriate signage and ensure that pedestrian access to all businesses is available. Prior to working any weekends, confirm event schedules with the Engineer.

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

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 or final sidewalk restoration to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Tom Mohr City of Madison Traffic Engineering at 267-8725 for questions on this spec.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (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 one (1) working day 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.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

SECTION 109.2 PROSECUTION OF WORK

The Contractor may begin work as early as **DECEMBER 9, 2019**. All work under this contract shall be completed by **MAY 7, 2020**. The Contractor shall provide a minimum of 3 weeks notice to the Engineer prior to the anticipated start date.

Additionally, all work at the Main St. location shall either be completed prior to March 14, 2020, or not started any earlier than March 18, 2020.

Once the Contractor begins work at the W. Main St. location, all work shall be completed within 25 calendar days. Once work begins at the E. Mifflin St. location, all work shall be completed within 20 calendar days.

No work shall take place at either location on Saturdays when the Dane County Farmer's Market is taking place. It is anticipated that the first spring market will be on April 11, 2020.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, provided that the contract is fully routed and signed.

BID ITEM 10701 – TRAFFIC CONTROL

BID ITEM 10911 – MOBILIZATION

Traffic Control and Mobilization shall be paid as one lump sum for all project locations included in this contract.

BID ITEM 21024 – SILT SOCK (12 INCH) COMPLETE (UNDISTRIBUTED)

BID ITEM 21055 – INLET PROTECTION TYPE D HYBRID - COMPLETE (UNDISTRIBUTED)

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

BID ITEM 30131 – COLD WEATHER PROTECTION OF CONCRETE SIDEWALK & DRIVE (POLYETHYLENE)

DESCRIPTION

This bid item shall be used for all cold weather protection of concrete items that is necessary or as required by the engineer or the standard specifications. This includes protection of concrete sidewalk, planter walls, or any other concrete surfaces.

METHOD OF MEASUREMENT

Cold Weather Protection shall be measured by the square foot (in plan view) of concrete protected. Overlaps of the material will not be measured.

BASIS OF PAYMENT

Cold Weather Protection, as measured above, shall be paid at the contract unit price, which shall be compensation for all work and incidentals to furnish and install protective materials, securing in place, and removing protective materials.

BID ITEM 40251 – ASPHALT MATERIAL FOR CURB FRONT FILL

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

BID ITEM 90001 – TERRACE SUPPORT SYSTEM

DESCRIPTION

This Bid Item shall include all work, materials, equipment and incidentals necessary to construction the Terrace Support System as shown on the plans, details, and as described in these Special Provisions. The Contractor shall provide and install the Deeprout Silva Cells, GreenBlue Urban RootSpace, or approved equal, according to the manufacturer's requirements and per these Special Provisions. The objective of installing these cells is to support the concrete terrace, sidewalk and tree grates while keeping backfill material within the cells uncompacted to provide a better growing environment for trees, which will be planted by others, but coordinated with this bid item.

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

MATERIALS

The Contractor shall provide and install the Terrace Support System, per the manufacturer's requirements. This will include the use of a manufacturer approved geogrid around the perimeter of the cell system and around any areas where the cells are gapped due to utility structures. The geogrids shall be considered incidental to this bid item. The base of the support system shall be constructed of Gradation No. 3 crushed aggregate. The Contractor shall install a nonwoven, geotextile fabric, type SAS that meets the City Standard Specifications, on top of the deck of the support system to prevent any crushed aggregate material from entering the area enclosed by the cells. Provide and install root barriers to the depths and locations indicated on the plans and details. If necessary for construction around utilities, install 1" clear stone and geogrid as recommended by the manufacturer to bridge those gaps in the support system.

CONSTRUCTION

The Contractor shall excavate the terrace area down to the subgrade of the support system. The excavation of this area shall be included in this bid item. A minimum of 4" of gradation 3 crushed

aggregate shall be installed as the base for the support system and shall be compacted per the City Standard Specifications. The top of the base layer shall be installed such that the top of the system is at the appropriate elevation and grade for the final surface placement. Installation of the base of the Terrace Support System is included with this item. If requested a minimum of 1 week in advance, the Engineer can assist in providing grades for the top of the base layer.

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

The cells shall also be gapped around the tree planting areas (tree pit) as shown on the details to allow for a tree to be planted. A 12" root barrier shall be installed at the tree pit and a minimum of a 24" root barrier shall be installed on the building side of the system.

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

Once all backfill material is in place, the top of the frames shall be set so that a minimum of 3" of aggregate will exist between the top of the frames and bottom of the 5" concrete sidewalk. Once the frames are constructed, the geotextile fabric can be placed on top of the deck and wrapped per the detail drawings to prevent loss of the crushed aggregate at the tree pits. Installation of the geotextile fabric is included with this bid item.

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

METHOD OF MEASUREMENT

Terrace Support System shall be measured by the cubic feet of space occupied by the framework of the cells that are installed and accepted.

BASIS OF PAYMENT

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

BID ITEM 90002 – ENGINEERED TOPSOIL

DESCRIPTION

This work shall consist of furnishing and installing engineered topsoil as shown on the plans and details, and as herein provided. Engineered topsoil is to be used as the primary backfill material within the terrace support system, and within the planter bed.

MATERIALS

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

CONSTRUCTION

Place engineered topsoil material in no more than 8" lifts, and lightly compact the material only so that it remains in place. The topsoil backfill shall fill the void within the terrace support system up to the top deck of the cells.

METHOD OF MEASUREMENT

Engineered Topsoil will be measured by the Cubic Foot, lightly compacted and accepted in place.

BASIS OF PAYMENT

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

BID ITEM 90003 – CONCRETE PLANTER WALL

DESCRIPTION

This bid item includes all materials, equipment, labor, formwork and incidentals necessary to to install concrete planter walls per the plans, details and as herein provided.

Minimize the excavated area within the planter to only the area necessary for forming and pouring the new planter wall. The Contractor shall protect the existing landscaping to the extent possible, and the existing trees within the planter area are to be protected.

If existing base material is sufficient for placement of the new planter wall, re-compact the foundation. If new base is required, the Contractor shall prepare the subgrade and place and compact a minimum of 4 inches of gradation no. 3 base material as indicated on the details.

Form and place the new concrete planter wall per the details provided and per Part III of the Standard Specifications. All bars used for the planter wall shall be epoxy coated.

Backfill the planter wall with select fill, to the required level for placement of engineered soil (paid separately) and placement of bark mulch (paid separately).

METHOD OF MEASUREMENT

Concrete Planter Wall shall be measured by the linear foot along the exterior (street or sidewalk side) bottom edge.

BASIS OF PAYMENT

Concrete planter wall, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for for excavating and preparing the foundation; installation of of base material, backfilling and disposing of surplus material or select backfill; for forming, placing, finishing, protecting, and curing; and restoring the work site and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90004 – REMOVE CONCRETE PLANTER WALL

DESCRIPTION

This bid item includes all work, equipment, labor, hauling and incidentals necessary to remove concrete planter walls per the plans, details and as herein provided.

At the locations indicated on the plans, the Contractor shall remove concrete planter walls to the full depth of the wall. Remove the wall per Article 203 of the Standard Specifications. Sawcut as necessary to prevent damage to existing items that are to remain.

In locations where the grade of the new sidewalk area will be different than the area currently encompassed by the planter wall, the Contractor shall grade the area by either excavating down to the appropriate elevation or by filling with use of select fill. Any grading required shall be considered incidental to this item.

METHOD OF MEASUREMENT

Remove Concrete Planter Wall shall be measured by the linear foot along the exterior bottom edge.

BASIS OF PAYMENT

Remove Concrete Planter Wall, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for removing the existing planter wall, for any excavation, grading or installation of select fill; for disposing of removed material, and for furnishing all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

BID ITEM 90005 – REMOVE RAILING

DESCRIPTION

This item includes all work, equipment, hauling and incidentals necessary to remove the steel railing mounted on the concrete wall at the locations indicated on the plans. All work shall be completed per Part II of the standard specifications and per the plans and details.

The railing typically consists of two horizontal members and vertical members, mostly spaced at approximately 5-6 ft., but spacing becomes irregular in some locations. The vertical members are typically mounted to the concrete wall by bolts or are inserted into sleeves encased in the concrete wall.

METHOD OF MEASUREMENT

Remove railing shall be measured by the Linear Foot acceptably removed.

BASIS OF PAYMENT

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

BID ITEM 90006 – REMOVE TABLE

DESCRIPTION

This item includes all work, equipment, hauling and incidentals necessary to remove the steel tables at the locations indicated on the plans. All work shall be completed per Part II of the standard specifications and per the plans and details.

The tables are mounted on posts which have been inserted into the paver area. The method of installation is unknown, but it is likely that the posts have been buried and secured with a certain amount of concrete. The Contractor shall remove all elements of the tables, including any support materials.

METHOD OF MEASUREMENT

Remove Table shall be measured by Each acceptably removed.

BASIS OF PAYMENT

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

BID ITEM 90007 – TREE PLANTING

DESCRIPTION

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

The Contractor shall provide 2 in. diameter trees, balled and burlapped, of the species indicated on the plans. Trees shall be supplied Contact the City Forester representative 1 week prior to the anticipated planting date, and City Forestry shall inspect the tree provided prior to planting.

METHOD OF MEASUREMENT

Tree Planting will be measured as Each tree acceptably planted.

BASIS OF PAYMENT

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

BID ITEM 90008 – BARK MULCH

DESCRIPTION

This work shall consist of furnishing and installing bark mulch as shown on the plans and details, and as herein provided.

MATERIALS

Provide shredded hardwood mulch that is a natural brown color, and is free of any chemically treated wood or other deleterious substances. Bark mulch shall be shredded finely to be free of any pieces larger than 4 inches.

CONSTRUCTION

Place bark mulch at the locations and to the depths indicated on the plans and details. Rake mulch such that it is even and does not bury any existing landscaping that is to remain. Ensure that mulch won't overtop or be washed out from within the planter bed.

METHOD OF MEASUREMENT

Bark Mulch shall be measured by the Square Yard, lightly compacted and accepted in place.

BASIS OF PAYMENT

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

**CAPITOL SQUARE CAFÉ AREAS
CONTRACT NO. 8365**

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 - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

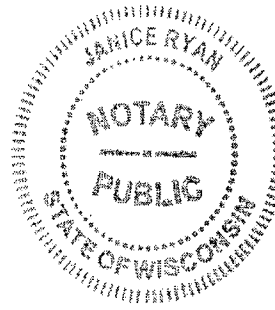
Vice President

TITLE, IF ANY

Sworn and subscribed to before me this
24th day of October, 2019.

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

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



Contract 8365 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC) Form

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal of Best Value Contracting form (click in box below to choose) *

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

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

CAPITOL SQUARE CAFÉ AREAS

CONTRACT NO. 8365

DATE: 10/24/19

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$17,500.00	\$17,500.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	1600.00	\$5.00	\$8,000.00
20504.0 - ADJUST VALVE CASTING - EACH	1.00	\$500.00	\$500.00
21024.0 - SILT SOCK (12 INCH) - COMPLETE (UNDISTRIBUTED) - L.F.	80.00	\$10.00	\$800.00
21055.0 - INLET PROTECTION TYPE D HYBRID - COMPLETE (UNDISTRIBUTED) - EACH	3.00	\$250.00	\$750.00
30131.0 - COLD WEATHER PORTECTION OF CONCRETE SIDEWALK & DRIVE (POLYETHYLENE) (UNDISTRIBUTED) - S.F.	800.00	\$0.10	\$80.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	1600.00	\$11.00	\$17,600.00
30342.0 - TREE GRATE 4'X8' (INCLUDING FRAME) - EACH	2.00	\$2,500.00	\$5,000.00
40251.0 - ASPHALT MATERIAL FOR CURB FRONT FILL - L.F.	12.00	\$15.00	\$180.00
40382.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED - RESURFACING - L.F.	12.00	\$70.00	\$840.00
90001.0 - TERRACE SUPPORT SYSTEM - C.F.	560.00	\$50.00	\$28,000.00
90002.0 - ENGINEERED TOPSOIL - C.F.	640.00	\$3.60	\$2,304.00
90003.0 - CONCRETE PLANTER WALL - L.F.	72.00	\$60.00	\$4,320.00
90004.0 - REMOVE CONCRETE PLANTER WALL - L.F.	190.00	\$15.00	\$2,850.00
90005.0 - REMOVE RAILING - L.F.	65.00	\$5.00	\$325.00
90006.0 - REMOVE TABLE - EACH	7.00	\$75.00	\$525.00
90007.0 - TREE PLANTING - EACH	2.00	\$900.00	\$1,800.00
90008.0 - BARK MULCH - S.Y.	17.00	\$20.00	\$340.00
19 Items	Totals		\$92,714.00



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

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

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

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

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

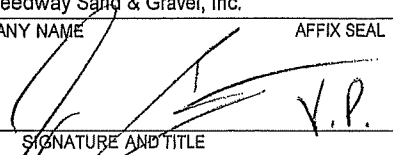
In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total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

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


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

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

PRINCIPAL

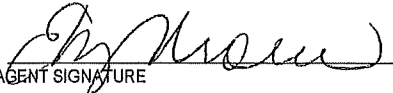
Speedway Sand & Gravel, Inc. 11-16-2017
COMPANY NAME AFFIX SEAL DATE
By:  V.P.
SIGNATURE AND TITLE

SURETY

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

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

11-16-2017
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

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

608-252-9674
TELEPHONE NUMBER

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

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

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

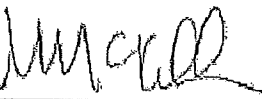
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

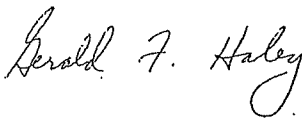
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of April, A.D. 2017.

ATTEST:

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



By: 
*Secretary
Michael McKibben*


*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

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

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





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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

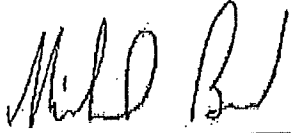
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal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

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

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

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




Michael Bond, Vice President

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 20 day of November in the year Two Thousand and Nineteen 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 NOVEMBER 19, 2019, 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:

CAPITOL SQUARE CAFÉ AREAS CONTRACT NO. 8365

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 NINETY-TWO THOUSAND SEVEN HUNDRED FOURTEEN AND NO/100 (\$92,714.00) 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.

**CAPITOL SQUARE CAFÉ AREAS
CONTRACT NO. 8365**

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

Countersigned:

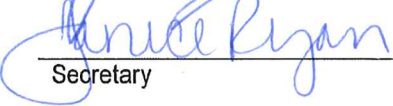
SPEEDWAY SAND & GRAVEL, INC.

Company Name

 11/20/19
Witness Date

v.  11/20/19
President Date

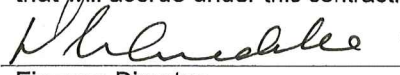
Witness Date

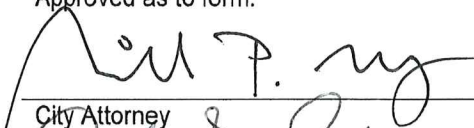
 11/20/19
Secretary Date

CITY OF MADISON, WISCONSIN

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

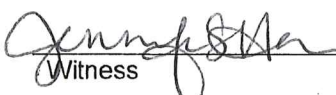
Approved as to form:


 12-6-19
Finance Director Date


City Attorney Date

 12/10/19
Witness Date

 12/10/19
Mayor Date

 11-26-19
Witness Date

 FOR 11-26-19
City Clerk Date

Bond No. 9264624

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC., as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINETY-TWO THOUSAND SEVEN HUNDRED FOURTEEN AND NO/100 (\$92,714.00) 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:

**CAPITOL SQUARE CAFÉ AREAS
CONTRACT NO. 8365**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 20th day of November, 2019

Countersigned:

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

[Signature]
Witness

[Signature] President Seal

[Signature]
Secretary

Approved as to form:

Fidelity and Deposit Company of Maryland
Surety Seal

Salary Employee Commission

[Signature]
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 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

November 20, 2019
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 **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, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of November, 2019.



By: Brian M. Hodges
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577