

Contract Routing Form

ROUTING: Routine

printed on: 07/28/2021

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

Project: Forester Drive Resurfacing Assessment District - 2021

Contract No.: 8577
Enactment No.: RES-21-00494
Dollar Amount: 616,472.87

File No.: 66095
Enactment Date: 07/26/2021

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	7/29/21	7/29/21
Director of Civil Rights	7/30/21	7/30/21
Risk Manager	7/30/2021	7/30/2021 RNV
Finance Director	7/30/2021	
City Attorney	8/2/2021	8/3/2021
Mayor	8/03/21	8/3/2021

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

Original + 2 Copies

07/28/2021 15:39:13 enjls - Steve Sonntag 267-1997



Legislation Details (With Text)

File #: 66095 **Version:** 1 **Name:** Awarding Public Works Contract No. 8577, Forster Drive Resurfacing Assessment District - 2021.

Type: Resolution **Status:** Passed

File created: 6/21/2021 **In control:** Engineering Division

On agenda: 7/20/2021 **Final action:** 7/20/2021

Enactment date: 7/26/2021 **Enactment #:** RES-21-00494

Title: Awarding Public Works Contract No. 8577, Forster Drive Resurfacing Assessment District - 2021. (12th and 18th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8577BidOpeningTab.pdf, 2. 8577 contract.pdf

Date	Ver.	Action By	Action	Result
7/20/2021	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
7/7/2021	1	BOARD OF PUBLIC WORKS		
6/21/2021	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for Forster Drive Resurfacing Assessment District - 2021 at a total estimated cost of \$665,780 including contingency. Funding is available in MUNIS Project 13271. No additional appropriation is required.

Awarding Public Works Contract No. 8577, Forster Drive Resurfacing Assessment District - 2021. (12th and 18th AD)

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. 8577) for itemization of bids.

CDO
7-28-21

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8577
FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021

SPEEDWAY SAND & GRAVEL, INC.

\$ 616,472.87

Acct. No. 13271-402-170: 54410 (91396)	\$ 174,143.50
Contingency 8%±	<u>13,926.50</u>
Sub-Total	\$ 188,070.00
Acct. No. 13271-402-174: 54445 (91345)	\$ 46,453.64
Contingency 8%±	<u>3,716.36</u>
Sub-Total	\$ 50,170.00
Acct. No. 13271-84-174: 54445 (91345)	\$ 165,642.05
Contingency 8%±	<u>13,247.95</u>
Sub-Total	\$ 178,890.00
Acct. No. 13271-83-173: 54445 (91345)	\$ 230,233.68
Contingency 8%±	<u>18,416.32</u>
Sub-Total	\$ 248,650.00
 GRAND TOTAL	 <u>\$ 665,780.00</u>



Wisconsin
State Based Systems

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"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <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> </tbody> </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 Casually	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 1336 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Casualty	04/22/2019	01/07/2021	03/15/2022
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Property	04/22/2019	01/07/2021	03/15/2022

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

No results found.

Name Change History

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

\$616,472.87
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8577

PROJECT NO. 13271

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 20, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

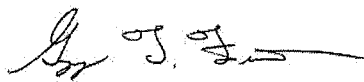
**FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8577**

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This Proposal, and Agreement have
been prepared by:

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


_____ on behalf of
Robert F. Phillips, P.E., City Engineer

RFP: sms

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:	FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021
CONTRACT NO.:	8577
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/17/2021
BID SUBMISSION (2:00 P.M.)	6/24/2021
BID OPEN (2:30 P.M.)	6/24/2021
PUBLISHED IN WSJ	6/10/2021 & 6/17/2021

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.

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

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

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. 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/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 DISCREPANCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8577

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 \$65,000 for a single trade contract; or equal to or greater than \$318,000 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, replacing sanitary sewer, replacing and/or improving storm sewer, removing and replacing concrete curb and gutter, sidewalk and drive aprons, excavation cut, crushed aggregate base course, and asphalt pavement as noted in the specifications and on the plans.

The Contractor shall view all 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.

Forster Drive

Work shall include removing and replacing curb & gutter, drive aprons and sidewalks that are in poor condition, storm sewer improvements and sanitary replacements. The street will be paved with 1.75" Bituminous lower layer, 4 LT 58-28S and 1.75" Bituminous upper layer, 4 LT 58-28S.

Installing traffic calming islands as shown in the plan set. Please contact Jeremy Nash with Traffic Engineering for the final layout of the islands prior to saw-cutting the pavement for installation.

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 100 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacement and 50 SF for the private storm connection. It is also anticipated that there will be 20' of curb & gutter replaced for each lateral and private storm connection that is installed with this project.

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 105.12 COOPERATION BY THE CONTRACTOR

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.

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area. All private storm sewer discharges shall be maintained for all properties in the project area.

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial driveways within the project limits at all times. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating.

The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies, and work on the sanitary sewer and storm sewer may require some relocation work by the utilities. The existing manholes for several of the facilities within the project limits are large. The Contractor shall coordinate with all utilities for any structure adjustments. Provide a minimum of 1 week notice prior to needing structure adjustments.

The following specific utility conflicts have been identified and require coordination as follows:

Madison Gas & Electric Co (MG&E) has gas facilities within the project limits that may need to be relocated. The contact for MG&E Gas is Steve Beversdorf at 608-252-1552 or SBeversdorf@mge.com.

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. 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.

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.

The Contractor shall also submit an acceptable Traffic Control Plan, including all necessary phases, to Jeremy Nash, jnash@cityofmadison.com, 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.

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. 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. 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 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. 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.

Forster Drive may be closed to through traffic for the duration of construction.

Maintain local and emergency vehicle access at all times. Notice shall be given to the residents or businesses on the street 48 hours before any work is done that would obstruct their driveways.

Provide access for all mail deliveries.

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.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, (1) working day prior to placement of the plates.

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 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

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 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 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 Jeremy Nash, Traffic Engineering Division, jnash@cityofmadison.com

SECTION 108.2 PERMITS

A City of Madison Erosion Control permit and Madison Metropolitan Sewerage District sewer extension 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 THE WORK

The Contractor may begin work on or after **AUGUST 16, 2021**. All work shall be completed on or before **OCTOBER 15, 2021**.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

The total contract time accounts for work days necessary to coordinate with utilities for work being performed on their facilities. No time extensions will be given for coordinating with the utilities and for providing time and space for the private utilities to complete their work within the contract duration.

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.

BID ITEM 40251 – ASPHALT MATERIAL FOR CURB FRONT FILL (UNDISTRIBUTED)

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.

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 relocate approximately 556 feet of 8" sanitary main, along Forster Dr. between Troy Dr. and the bend in Forster Dr., from the terrace to the road centerline. In addition, the new sanitary main will be upsized to 10". All laterals along the section of sanitary main to be relocated will be replaced and extended to tie into the new sanitary main. Approximately 570 LF of new 10" sanitary main and 179 LF of new sanitary lateral will be installed with this project. Existing sanitary main will be abandoned in place with slurry.

Existing sanitary main on Forster Dr. west of the bend in Forster Dr will remain in place and should not be impacted.

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 50302) and Sanitary Lateral (Bid Item 50353).

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 Forster Dr between Troy Dr and Becker Dr, and installation of an expanded and upsized storm sewer system for the street. Storm sewer pipe work may include (but shall not be limited to) removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

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 50227 – UTILITY TRENCH PATCH TYPE IV

Utility Trench Patch Type IV is required on the street in this contract and areas that will be pulverized for work relating to underground utility excavation.

BID ITEM 50353 - SANITARY SEWER LATERAL (SDR-35, SDR-26)

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 (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors 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.

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (106 sf) removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

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 (SDR-35, SDR-26) (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), each private storm sewer lateral shall have an electronic marker ball installed at the capped end

location on the private property line.

A marker ball will be required for the precast 16° 18-in RCP bend, shown as "S-8" in the plans. The marker ball should be placed directly above the precast bend as installed.

A marker ball will be required above every storm sewer plug installed with this project, including structure "S-7C" on the plan set and at the end of each 8" PVC storm sewer lateral installed (as shown in the plans).

BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Where called out for on the plan or by the Engineer, barrel joints shall be sealed on sanitary sewer structures around the outside circumference of the Sewer Access Structure. Manhole joint seal shall be minimum of nine (9) inches wide. The seal shall consist of flexible rubberize seal conforming to ASTM C923 held in place with stainless steel compression bands or butyl adhesive tape conforming to ASTM C877 or heat shrink sleeve over visco-elastic adhesive sealant.

Acceptable products and manufacturers are the following:

1. Mac Wrap, Mar Mac Manufacturing Company, Inc.
2. NPC External Joint Seal, NPC, Inc.
3. EZ-Wrap, Press-Seal Gasket Corporation
4. Riser-Wrap, Pipeline Seal and Insulator

Alternate manufacturers and products not listed above are subject to pre-approval by the Engineer

METHOD OF MEASUREMENT

External Sanitary Sewer Access Structure Joint Seal shall be measured separately as each for each sewer structure wrapped.

BASIS OF PAYMENT

External Sanitary Sewer Structure Joint Seal will be paid for at the contract price, and is considered full compensation for all work as listed above.

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.

BID ITEM 70110 – TEMPORARY WATER SUPPLY SYSTEM

The temporary water supply system is intended to supply the property at 1330 Forster Drive for the duration of the installation of the vertical water main offset. The hydrant at the property line between 1330 and 1334 Forster Drive can be used to supply the temporary system.

BID ITEM 90001 – 7" STAMPED & COLORED CONCRETE

DESCRIPTION

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

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

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

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

MATERIALS

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

The specific color for the islands is noted on the plan sheets.

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

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

Imprinting Pattern: Use a 6" x 6" cobblestone pattern.

CONSTRUCTION

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

Protect all adjoining areas of concrete prior to pouring colored concrete. Perform any finishing work as necessary to prepare the colored concrete for stamping as recommended by the pattern manufacturer.

Set stamp pattern in accordance to the manufacturer's specified methods. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling and finishing as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting.

Joint the concrete in accordance with the standard specifications amended as follows: Saw joints such that the saw joint follows the concrete recess.

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

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

METHOD OF MEASUREMENT

7" Stamped & Colored Concrete shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

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

BID ITEM 90030 – WATER MAIN ADJUSTMENT BETWEEN STA13+00 AND STA14+00

DESCRIPTION

This bid item shall include all labor, materials and incidentals necessary to replace and relocate the existing 6-inch water main to avoid conflicts with the proposed storm and sanitary sewer piping. This work shall include, but not be limited to, installation of a vertical offsets to go beneath the proposed storm and sanitary sewers. The location of the vertical offset is anticipated to be between approximately Station 13+00 and 14+00 on Forster Drive. Meet the following requirements:

- Perform all work in accordance with Standard Specifications Part VII Water Mains and Service Laterals.
- Replace the main in the same corridor and lower it to provide a minimum 18-inch outside diameter-to-outside diameter vertical separation with storm pipe P-3 and the sanitary main that runs between existing SAS 5226-007 and SAS#1.
- Provide a minimum of a 5-foot outside diameter-to-outside diameter horizontal separation from the water main offset to the storm and sanitary sewers.
- Install a 6-inch valve on each end of the offset at the existing main to isolate the exiting main from the new main.
- Provide thrust restraint for the vertical offset in accordance with Section 703.10
- Provide a means for flushing the new main in accordance with Section 703.14
- Protect the existing sanitary main adjacent to the work

The offset will include pipe to match existing size, fittings, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor. Note that there is a water service lateral to 1330 Forster Drive within the offset area. Provision of temporary water service to this property will be paid for under bid item 70110.

During removal of existing storm structure R-4, the take care to protect the water main beneath R-4 by hand-digging at the base of the structure.

Contact Madison Water Utility (MWU) Construction Supervisor Jeff Belshaw at 608-261-9835 (office) or 608-206-3856 (mobile) at least 7 days prior to performing any work on the MWU water main. Coordinate with MWU to arrange for an MWU construction inspector to be on-site any time work on the MWU water main is being performed.

MATERIALS

All materials shall conform to Section 702 of the Standard Specifications.

CONSTRUCTION

All construction shall conform to Section 703 of the Standard Specifications.

METHOD OF MEASUREMENT

Water Main Adjustment Between STA13+00 and STA14+00 shall be measured separately as each for each specific instance as identified in the plans.

BASIS OF PAYMENT

Water Main Adjustment Between STA13+00 and STA14+00, measured as described above, will be paid at the contract price and shall be considered full compensation for all labor, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90031 – WATER MAIN ADJUSTMENT FOR SEWER LATERALS

DESCRIPTION

Work under this item shall include all work, material and incidentals necessary to modify and/or relocate water main as necessary to avoid conflicts with the proposed storm or sanitary sewer lateral construction. This work shall include, but not be limited to, installation of windows to go beneath the proposed storm sewer or above the sanitary sewer, or offsets to go around the proposed sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the sewer. The work will include new joints, piping matching existing size, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction (2021 Edition).

The contact for Madison Water Utility (MWU) is Jeff Belshaw at 608-261-9835 or 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.

METHOD OF MEASUREMENT

Water Main Adjustment for Sewer Laterals shall be measured separately as each for each specific instance as identified in the field.

BASIS OF PAYMENT

Water Main Adjustment for Sewer Laterals, measured as described above, will be paid at the contract price and shall be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90032 – PRECAST 18-IN TYPE I RCP STORM SEWER 16° BEND

DESCRIPTION

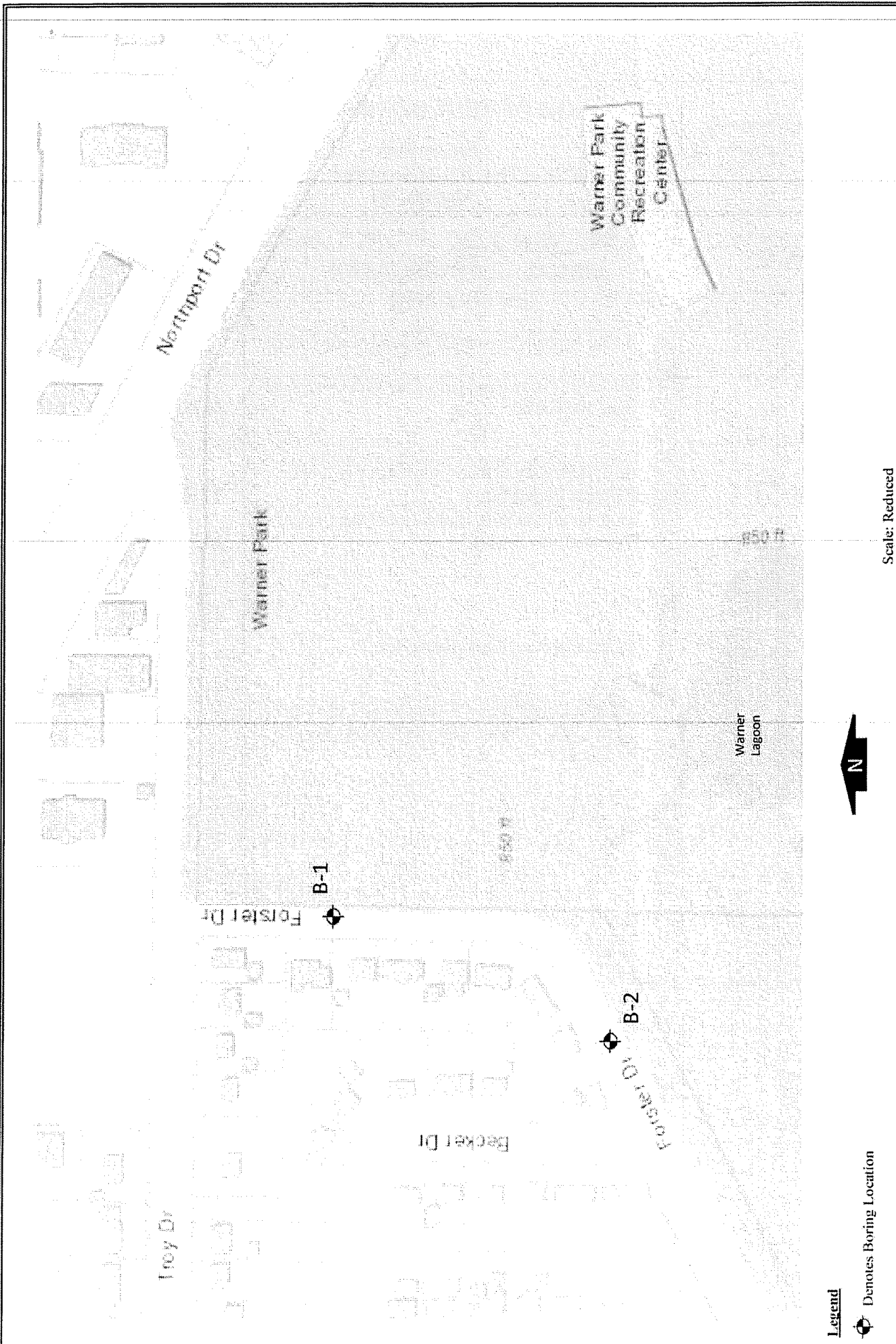
Work under this item shall include all work, material and incidentals necessary to install a precast concrete bend at the location marked as "S-8" in the plans per the manufacturer's recommendations.

METHOD OF MEASUREMENT


Precast 18-in Type I RCP Storm Sewer 16° Bend shall be measured separately as each for each bend acceptably installed.

BASIS OF PAYMENT

Precast 18-in Type I RCP Storm Sewer 16° Bend, measured as described above, will be paid at the contract price and shall be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.



Legend

 Denotes Boring Location

Notes

1. Boring locations are approximate
2. Soil Borings performed by Badger State Drilling in November 2020



Scale: Reduced

Date: 11/2020
Job No. C20051-28



Soil Boring Location Map
Forster Drive
Madison, WI



LOG OF TEST BORING

Project Forster Drive
225'S of Troy, 10'E of Centerline
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 856±
 Job No. C20051-28
 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.	THIEFE Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LI
				0	X	5.5 in. Asphalt Pavement/5 in. Sandy Base Course				
1	10	M	9	9	[Pattern]	FILL: Stiff Brown and Gray Clay with Occasional Sand and Gravel (1.75)				
2	14	M	4	14	[Pattern]	Stiff, Dark Gray to Black Silty CLAY (CL-ML; Probable Buried Topsoil) (1.5)				
				5	[Pattern]	Medium Stiff to Stiff, Bluish-Gray Lean CLAY, Trace to Little Sand (CL) (1.0)				
3	18	M	7	18	[Pattern]	Occasional Plant Fibers/Roots Near 7' (0.75)				
4	16	M	21	21	[Pattern]	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) (10)				
5	18	W	20	20	[Pattern]	End Boring at 15 ft Borehole Backfilled with Bentonite Chips and Asphalt Patch (15)				
				20	[Pattern]					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling 13.5' Upon Completion of Drilling 11'
 Time After Drilling _____ 30 Min
 Depth to Water _____ 10.5' ▼
 Depth to Cave in _____ 12.4'

Start 11/23/20 End 11/23/20
 Driller BSD Chief MC Rig CME-55
 Logger DC 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 Forster Drive
95'NE of Becker, 10'NW of Centerline
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 855±
 Job No. C20051-28
 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)		qu (tsf)	W	LL	PL	LI
					X	5 in. Asphalt Pavement/7 in. Sandy Base Course				
1	5	M	9		[Grid]	FILL: Stiff Brown and Gray Clay with Occasional Sand and Gravel (1.5)				
2	18	M	9		[Diagonal Hatching]	Very Stiff, Dark Gray to Black Silty CLAY (CL-ML; Probable Buried Topsoil) (2.5)				
3	18	M	4	5	[Diagonal Hatching]	Very Soft to Medium Stiff, Bluish-Gray Lean CLAY, Trace to Little Sand (CL) Occasional Plant Fibers/Roots Near 6' (0.25)				
4	18	M	4		[Diagonal Hatching]	(0.75)				
5	12	W	20	10	[Dotted]	Medium Dense, Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP-SM/SM)				
6	14	W	16		[Dotted]					
				15		End Boring at 15 ft				
						Borehole Backfilled with Bentonite Chips and Asphalt Patch				
				20						

WATER LEVEL OBSERVATIONS				GENERAL NOTES			
While Drilling	∇ 11.0'	Upon Completion of Drilling	7.9'	Start	11/23/20	End	11/23/20
Time After Drilling			30 Min	Driller	BSD	Chief	MC Rig CME-55
Depth to Water			7.1' ∇	Logger	DC	Editor	ESF
Depth to Cave in			11.5	Drill Method	2.25" HSA; Autohammer		
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.							

CGC, Inc.

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders	Larger than 12"	Larger than 12"
Cobbles	3" to 12"	3" to 12"
Gravel: Coarse.....	¾" to 3"	¾" to 3"
Fine	4.76 mm to ¾"	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium	0.42 to mm to 2.00 mm	#40 to #10
Fine	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm.....	Smaller than #200
Clay.....	Smaller than 0.005 mm.....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

Physical Characteristics
 Color, moisture, grain shape, fineness, etc.
Major Constituents
 Clay, silt, sand, gravel
Structure
 Laminated, varved, fibrous, stratified, cemented, fissured, etc.
Geologic Origin
 Glacial, alluvial, eolian, residual, etc.

Relative Density

Term	"N" Value
Very Loose.....	0 - 4
Loose.....	4 - 10
Medium Dense.....	10 - 30
Dense.....	30 - 50
Very Dense.....	Over 50

Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little.....	5% - 12%
Some.....	12% - 35%
And	35% - 50%

Consistency

Term	q _u -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat...	More than 50%

Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

SYMBOLS

Drilling and Sampling

- CS - Continuous Sampling
- RC - Rock Coring: Size AW, BW, NW, 2"W
- RQD - Rock Quality Designation
- RB - Rock Bit/Roller Bit
- FT - Fish Tail
- DC - Drove Casing
- C - Casing: Size 2 ½", NW, 4", HW
- CW - Clear Water
- DM - Drilling Mud
- HSA - Hollow Stem Auger
- FA - Flight Auger
- HA - Hand Auger
- COA - Clean-Out Auger
- SS - 2" Dia. Split-Barrel Sample
- 2ST - 2" Dia. Thin-Walled Tube Sample
- 3ST - 3" Dia. Thin-Walled Tube Sample
- PT - 3" Dia. Piston Tube Sample
- AS - Auger Sample
- WS - Wash Sample
- PTS - Peat Sample
- PS - Pitcher Sample
- NR - No Recovery
- S - Sounding
- PMT - Borehole Pressuremeter Test
- VS - Vane Shear Test
- WPT - Water Pressure Test

Laboratory Tests

- q_a - Penetrometer Reading, tons/sq ft
- q_u - Unconfined Strength, tons/sq ft
- W - Moisture Content, %
- LL - Liquid Limit, %
- PL - Plastic Limit, %
- SL - Shrinkage Limit, %
- LI - Loss on Ignition
- D - Dry Unit Weight, lbs/cu ft
- pH - Measure of Soil Alkalinity or Acidity
- FS - Free Swell, %

Water Level Measurement
















- ▽ - Water Level at Time Shown
- NW - No Water Encountered
- WD - While Drilling
- BCR - Before Casing Removal
- ACR - After Casing Removal
- CW - Cave and Wet
- CM - Caved and Moist

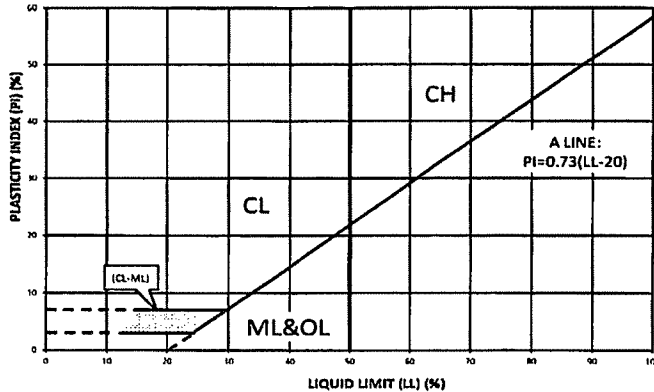
Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART			
COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size)			
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size	Clean Gravels (Less than 5% fines)		
		GW	Well-graded gravels, gravel-sand mixtures, little or no fines
		GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)		
		GM	Silty gravels, gravel-sand-silt mixtures
		GC	Clayey gravels, gravel-sand-clay mixtures
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size	Clean Sands (Less than 5% fines)		
		SW	Well-graded sands, gravelly sands, little or no fines
		SP	Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)		
		SM	Silty sands, sand-silt mixtures
		SC	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)			
SILTS AND CLAYS Liquid limit less than 50%		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL	Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH	Inorganic clays of high plasticity, fat clays
		OH	Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS		PT	Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA	
GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3
GP	Not meeting all gradation requirements for GW
GM	Atterberg limits below "A" line or P.I. less than 4
GC	Atterberg limits above "A" line or P.I. greater than 7
Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3
SP	Not meeting all gradation requirements for GW
SM	Atterberg limits below "A" line or P.I. less than 4
SC	Atterberg limits above "A" line with P.I. greater than 7
Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols	
Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:	
Less than 5 percent GW, GP, SW, SP	
More than 12 percent GM, GC, SM, SC	
5 to 12 percent Borderline cases requiring dual symbols	
PLASTICITY CHART	
	



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

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Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.

John S. Fahrney, 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

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

June 21, 2021

**NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8577**

FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021

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

PLANS

Remove and replace plan pages U-3 and U-5 with attached plan pages U-3 and U-5. There were no text or design revisions, the pages were reformatted to accommodate 11x17 print size.

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

Electronic version of these documents can be found on the Bid Express web site at:
<http://www.bidexpress.com>

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

Sincerely,

Greg Fries for RFP

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

SANITARY SEWER SCHEDULE

FORSTER DRIVE RESURFACING ASSESSMENT
 DISTRICT - 2021
 PROJECT NO. 13271
 SHEET NO. U-3
 SANITARY SEWER SCHEDULE
 CITY OF MADISON

PROPOSED SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH (FT)	NOTES	FROM (DNSTM)	TO (UPSTM)	DWNSTRM E.I.	UPSTRM E.I.	PLAN LGTH (FT)	SLOPE (%)	PIPE SIZE	PVC TYPE	NOTES
SAS#1	14+15.66	CL	4' DIA	854.10	845.22	8.88	SEE SPEC. NOTES 1 AND 2	EX. SAS 5226-007	SAS#1	844.97	845.22	62	0.40%	10	SDR-35	
SAS#2	16+40.10	CL	4' DIA	855.76	846.22	9.54	SEE SPEC. NOTE 2	SAS#1	SAS#2	845.32	846.22	224	0.40%	10	SDR-35	
SAS#3	18+87.44	CL	4' DIA	861.41	847.31	14.10	SEE SPEC. NOTE 2	SAS#2	SAS#3	846.32	847.31	247	0.40%	10	SDR-26	
								EX. SAS 5226-008	EX. SAS 5226-009	847.41	847.55	36	0.40%	10	SDR-26	

SANITARY STRUCTURE REMOVALS OR ABANDONMENTS

STRUCTURE ID NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES	ABANDON FROM	ABANDON TO	LGTH (FT)	PIPE TYPE	PIPE SIZE	PAID (Y/N)	NOTES
EX. SAS 5226-008	16+40.21	LT-21.63	855.84	846.37	9.47	REMOVE SAS	EX. SAS 5226-008	EX. SAS 5226-008	275	VCP	8	Y	CY SLURRY
							EX. SAS 5226-007	EX. SAS 5226-008	281	VCP	8	Y	CY SLURRY

SPECIFIC NOTES

- 1) INSTALL INTERNAL CHIMNEY SEAL IN ACCORDANCE WITH CITY OF MADISON S.D.D. 5.7.17
- 2) INSTALL EXTERNAL SAS WRAP IN ACCORDANCE WITH CITY OF MADISON S.D.D. 5.7.2

STORM SEWER SCHEDULE

FORSTER DRIVE RESURFACING
ASSESSMENT DISTRICT - 2021
PROJECT NO. 13271

SHEET NO.
U-5

STORM SEWER SCHEDULE - ULO LOCATIONS

CITY OF MADISON

PROPOSED ULOS

ULO NO.	STATION	LOCATION (OFFSET)	UTILITY TYPE	DEPTH	NOTES
ULO1	11+28.65	LT-17.79	GAS	-	
ULO2	11+69.64	LT-18.06	GAS	-	
ULO3	12+54.64	LT-18.47	GAS	-	
ULO4	14+24.73	LT-20.05	GAS	-	
ULO5	14+32.77	LT-19.35	WATER	-	
ULO6	13+51.62	LT-19.82	WATER	-	
ULO7	14+82.04	LT-20.21	GAS	-	
ULO8	14+88.61	LT-18.90	WATER	-	
ULO9	15+86.03	LT-17.19	GAS	-	
ULO10	15+76.52	LT-18.66	WATER	-	
ULO11	16+36.86	LT-17.94	GAS	-	
ULO12	17+01.38	LT-18.05	WATER	-	
ULO13	17+59.25	LT-19.97	GAS	-	
ULO14	14+78.74	LT-20.10	GAS	-	
ULO15	16+28.91	LT-7.99	TELEPHONE	-	
ULO16	13+55.60	RT-9.23	TELEPHONE	-	

SPECIFIC NOTES:

STANDARD NOTES:

- PLAN LENGTH (PIPE LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.
- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS's.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.

- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3. ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT LAUREN STRIEGL OF CITY ENGINEERING AT (608) 266-4094 FOR PRECAST APPROVALS. FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO LSTRIEGL@CITYOFMADISON.COM.
- ALL REBAR FOR FIELD FOUR STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.

13271

SANITARY SEWER SCHEDULE

FORSTER DRIVE RESURFACING ASSESSMENT
 DISTRICT - 2021
 PROJECT NO. 13271
 SANITARY SEWER SCHEDULE

SHEET NO. U-3
 CITY OF MADISON

PROPOSED SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH (FT)	NOTES
SAS#1	14+15.66	CL	4' DIA	854.10	845.22	8.88	SEE SPEC. NOTES 1 AND 2
SAS#2	16+40.10	CL	4' DIA	855.76	846.22	9.54	SEE SPEC. NOTE 2
SAS#3	18+87.44	CL	4' DIA	881.41	847.31	14.10	SEE SPEC. NOTE 2

PROPOSED SANITARY PIPES

FROM (DNSTM)	TO (UPSTM)	DWNSTRM E.I.	UPSTRM E.I.	PLAN LGTH (FT)	SLOPE (%)	PIPE SIZE	PVC TYPE	NOTES
EX. SAS 5226-007	SAS#1	844.97	845.22	62	0.40%	10	SDR-35	
SAS#1	SAS#2	845.32	846.22	224	0.40%	10	SDR-35	
SAS#2	SAS#3	846.32	847.31	247	0.40%	10	SDR-26	
SAS#3	EX. SAS 5226-009	847.41	847.55	36	0.40%	10	SDR-26	

SANITARY STRUCTURE REMOVALS OR ABANDONMENTS

STRUCTURE ID NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
EX. SAS 5226-008	16+40.21	LT-21.63	855.84	846.37	9.47	REMOVE SAS

SANITARY PIPE ABANDONMENT

ABANDON FROM	ABANDON TO	LGTH (FT)	PIPE TYPE	PIPE SIZE	PAID (Y/N)	NOTES
EX. SAS 5226-008	EX. SAS 5226-009	275	VCP	8	Y	3.6 CY SLURRY
EX. SAS 5226-007	EX. SAS 5226-008	281	VCP	8	Y	3.6 CY SLURRY

SPECIFIC NOTES

- 1) INSTALL INTERNAL CHIMNEY SEAL IN ACCORDANCE WITH CITY OF MADISON S.D.D. 5.7.17
- 2) INSTALL EXTERNAL SAS WRAP IN ACCORDANCE WITH CITY OF MADISON S.D.D. 5.7.2

0216172

FORSTER DRIVE RESURFACING
ASSESSMENT DISTRICT - 2021
PROJECT NO. 13271
STORM SEWER SCHEDULE - UILO LOCATIONS

SHEET NO.
U-5

CITY OF MADISK

STORM SEWER SCHEDULE

PROPOSED UILOS

UILO NO.	STATION	LOCATION (OFFSET)	UTILITY TYPE	DEPTH	NOTES
UILO1	11+28.65	LT-17.79	GAS	-	
UILO2	11+69.84	LT-18.06	GAS	-	
UILO3	12+94.64	LT-18.47	GAS	-	
UILO4	14+24.73	LT-20.05	GAS	-	
UILO5	14+32.77	LT-19.35	WATER	-	
UILO6	13+51.62	LT-19.92	WATER	-	
UILO7	14+92.04	LT-20.21	GAS	-	
UILO8	14+98.81	LT-18.90	WATER	-	
UILO9	15+56.03	LT-17.19	GAS	-	
UILO10	15+76.52	LT-18.66	WATER	-	
UILO11	16+36.86	LT-17.94	GAS	-	
UILO12	17+01.38	LT-18.05	WATER	-	
UILO13	17+59.25	LT-19.87	GAS	-	
UILO14	14+78.74	LT-20.10	GAS	-	
UILO15	16+28.91	LT-7.99	TELEPHONE	-	
UILO16	13+55.60	RT-9.23	TELEPHONE	-	

SPECIFIC NOTES:

STANDARD NOTES:

- PLAN LENGTH (PIPE LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.
- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS's.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3. ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT LAUREN STRIEGL OF CITY ENGINEERING AT (608) 266-4094 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO LSTRIEGL@CITYOFMADISON.COM.
- ALL REBAR FOR FIELD POUR STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.

SECTION E: BIDDERS ACKNOWLEDGEMENT

FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8577

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

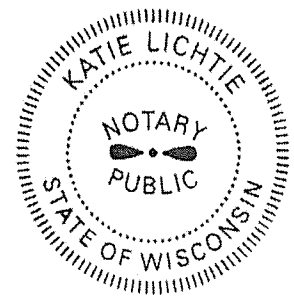
Dustin Blitts
SIGNATURE

pm
TITLE, IF ANY

Sworn and subscribed to before me this 24 day of June, 2021.

Kathleen
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 01-06-23

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



Contract 8577 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC)

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

Method of Submittal for BVC (click in box below to choose) *

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

Best Value Contracting

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

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

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

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8577

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 53562

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

Contact Person/Title: Dustin Bittner 1PM

Prime Bidder Certification

I, Dustin Bittner, PM of


Name

Title

Speedway Sand & Gravel Company certify that the information

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


Witness' Signature


Bidder's Signature

6-24-2021
Date

FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8577

DATE: 6/24/21

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$2,000.00	\$2,000.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$57,575.00	\$57,575.00
20101.0 - EXCAVATION CUT - C.Y.	325.00	\$41.60	\$13,520.00
20219.0 - BREAKER RUN - TON	590.00	\$8.60	\$5,074.00
20221.0 - TOPSOIL - S.Y.	750.00	\$3.25	\$2,437.50
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	280.00	\$15.00	\$4,200.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	800.00	\$4.00	\$3,200.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	2190.00	\$3.00	\$6,570.00
20701.0 - TERRACE SEEDING - S.Y.	750.00	\$2.25	\$1,687.50
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	750.00	\$3.00	\$2,250.00
30205.0 - TYPE "E" CONCRETE CURB & GUTTER - L.F.	280.00	\$25.90	\$7,252.00
30208.0 - HAND FORMED CURB AND GUTTER (UNDISTRIBUTED) - L.F.	800.00	\$27.60	\$22,080.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	1225.00	\$6.30	\$7,717.50
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	865.00	\$6.85	\$5,925.25
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	400.00	\$14.50	\$5,800.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	16.00	\$40.00	\$640.00
40202.0 - HMA PAVEMENT 4 LT 58-28S - TON	600.00	\$65.00	\$39,000.00
40211.0 - TACK COAT - GAL	273.00	\$2.75	\$750.75
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	30.00	\$25.00	\$750.00
40251.0 - ASPHALT MATERIAL FOR CURB FRONT FILL (UNDISTRIBUTED) - L.F.	100.00	\$10.00	\$1,000.00
40311.0 - PULVERIZE AND SHAPE - S.Y.	2725.00	\$4.80	\$13,080.00
60820.0 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - S.F.	400.00	\$7.50	\$3,000.00
90001.0 - 7" STAMPED & COLORED CONCRETE - S.F.	420.00	\$16.10	\$6,762.00
20217.0 - CLEAR STONE - TON	225.00	\$7.00	\$1,575.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$525.00	\$2,625.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$600.00	\$600.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$600.00	\$600.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$3,500.00	\$3,500.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	6.00	\$160.00	\$960.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	103.00	\$8.00	\$824.00
21019.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	103.00	\$2.00	\$206.00
21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	3.00	\$160.00	\$480.00
21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	3.00	\$80.00	\$240.00
21034.0 - INLET PROTECTION, TYPE C - REMOVE - EACH	3.00	\$40.00	\$120.00
21049.0 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	14.00	\$325.00	\$4,550.00
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	14.00	\$120.00	\$1,680.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	14.00	\$60.00	\$840.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	65.00	\$67.17	\$4,366.05
50741.0 - TYPE H INLET - EACH	9.00	\$2,587.51	\$23,287.59
20311.0 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	2.00	\$765.00	\$1,530.00
20313.0 - REMOVE INLET - EACH	5.00	\$515.00	\$2,575.00
20314.0 - REMOVE PIPE - L.F.	16.00	\$56.25	\$900.00
20336.0 - PIPE PLUG (STORM) - EACH	9.00	\$221.00	\$1,989.00
50202.0 - TYPE II DEWATERING - LUMP SUM	1.00	\$1.00	\$1.00
50211.0 - SELECT BACKFILL STORM SEWER - T.F.	1002.00	\$0.01	\$10.02
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	30.00	\$90.00	\$2,700.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	822.00	\$6.70	\$5,507.40
50301.0 - 8 INCH PVC SEWER PIPE - STORM LATERAL - L.F.	132.00	\$54.89	\$7,245.48
50390.0 - SEWER ELECTRONIC MARKERS (STORM) - EACH	10.00	\$49.00	\$490.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	123.00	\$67.17	\$8,261.91
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	269.00	\$71.93	\$19,349.17
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	323.00	\$76.34	\$24,657.82
50407.0 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	39.00	\$132.97	\$5,185.83
50421.0 - 29 INCH X 45 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	25.00	\$198.91	\$4,972.75
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	26.00	\$67.17	\$1,746.42

FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8577
 DATE: 6/24/21

**Speedway Sand & Gravel,
 Inc.**

Item	Quantity	Price	Extension
50721.0 - 3'X3' CATCHBASIN - EACH	2.00	\$3,470.00	\$6,940.00
50722.0 - 6'X6' CATCHBASIN - EACH	1.00	\$8,700.00	\$8,700.00
50723.0 - 3'X3' STORM SAS - EACH	6.00	\$2,520.00	\$15,120.00
50724.0 - 4'X4' STORM SAS - EACH	1.00	\$3,210.00	\$3,210.00
50726.0 - 6'X6' STORM SAS - EACH	1.00	\$7,690.00	\$7,690.00
50767.0 - TERRACE INLET TYPE 2 - EACH	2.00	\$4,795.00	\$9,590.00
50801.0 - UTILITY LINE OPENING - EACH	15.00	\$650.00	\$9,750.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	800.00	\$0.15	\$120.00
90032.0 - PRECAST 18-IN TYPE I RCP STORM SEWER 160 BEND - EACH	1.00	\$1,315.00	\$1,315.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	1.00	\$775.00	\$775.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	7.00	\$614.00	\$4,298.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE (UNDISTRIBUTED) - EACH	2.00	\$543.00	\$1,086.00
50103.0 - RECONSTRUCT BENCH & FLOWLINE - EACH	2.00	\$1,600.00	\$3,200.00
50202.0 - TYPE II DEWATERING - LUMP SUM	1.00	\$1.00	\$1.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	749.00	\$0.01	\$7.49
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	659.00	\$6.70	\$4,415.30
50302.0 - 10 INCH PVC SEWER PIPE (SDR-35, SDR-26) - L.F.	570.00	\$172.57	\$98,364.90
50353.0 - SANITARY SEWER LATERAL (SDR-35, SDR-26) - L.F.	179.00	\$120.78	\$21,619.62
50356.0 - RECONNECT - EACH	5.00	\$2,041.00	\$10,205.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$3,200.00	\$3,200.00
50371.0 - LATERAL BACKFLOW PREVENTOR - LUMP SUM	6.00	\$1,242.52	\$7,455.12
50390.0 - SEWER ELECTRONIC MARKERS (SANITARY) - EACH	12.00	\$49.00	\$588.00
50701.0 - 4' DIA SANITARY SAS - EACH	3.00	\$4,391.00	\$13,173.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	1.00	\$301.50	\$301.50
50791.0 - SANITARY SEWER TAP - EACH	4.00	\$1,200.00	\$4,800.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	3.00	\$500.00	\$1,500.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	1.00	\$2,285.00	\$2,285.00
70110.0 - TEMPORARY WATER SUPPLY SYSTEM - LUMP SUM	1.00	\$1,350.00	\$1,350.00
90030.0 - WATER MAIN ADJUSTMENT BETWEEN STA13+00 AND STA14+00 - EACH	1.00	\$19,030.00	\$19,030.00
90031.0 - WATER MAIN ADJUSTMENT FOR SEWER LATERALS (UNDISTRIBUTED) - EACH	6.00	\$1,756.00	\$10,536.00
85 Items	Totals		\$616,472.87



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

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, 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: *Janice 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, 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.



Brian M. Hodges

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 21st day of July in the year Two Thousand and Twenty-One between SPEEDWAY SAND & GRAVEL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JULY 20, 2021, 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:

FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8577

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 SIX HUNDRED SIXTEEN THOUSAND FOUR HUNDRED SEVENTY-TWO AND 87/100 (\$616,472.87) 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 Contractor 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)(l), 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.

Bond No. 9354825

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 **SIX HUNDRED SIXTEEN THOUSAND FOUR HUNDRED SEVENTY-TWO AND 87/100 (\$616,472.87)** 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:

**FORSTER DRIVE RESURFACING ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8577**

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 21st day of July, 2021

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

Dana Vittin
Witness

D. Stirling
V. President Seal: NA

Juanice Ryan
Secretary

Approved as to form:

Fidelity and Deposit Company of Maryland

Surety Seal

Salary Employee Commission

Michael Haas
City Attorney

By *Nicole Stirling*
Attorney-in-Fact Nicole Stirling

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 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 21, 2021
Date

Nicole Stirling
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. OUMET, Nicole STILLINGS, Joshua R. LOFTIS, Ted JORGENSEN, R. C. BOWMAN, Brian J. OESTREICH and Nathan WEAVER, all 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 9th day of June, 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 9th day of June, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of July, 2021.



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:

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Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790