

Contract Routing Form

printed on: 10/24/2023

ROUTING: Routine

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

Project: S. Owen Drive Assessment District - 2023

Contract No.: 8710
Enactment No.: RES-23-00640
Dollar Amount: 1,553,335.85

File No.: 79820
Enactment Date: 10/19/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10/24/23	10/24/23
Director of Civil Rights	11-01-2023	11-01-2023
Risk Manager	11.2.2023	11.2.2023 mcl
Finance Director	11-2-2023	11-2-2023
City Attorney	11-2-2023	11-2-2023
Mayor	11/2/2023	11/2/2023

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

Original + 2 Copies

10/24/2023 15:16:57 enjls - Reid Stiteley 266-4093

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8710
S. OWEN DRIVE ASSESSMENT DISTRICT - 2023

SPEEDWAY SAND & GRAVEL, INC.

\$1,553,335.85

Acct. No. 14080-402-170: 54410 (91350) \$558,908.60
Contingency 8%± 44,711.40
Sub-Total \$603,620.00

Acct. No. 14080-402-174: 54445 (91345) \$63,974.30
Contingency 8%± 5,115.70
Sub-Total \$69,090.00

Acct. No. 14080-84-174: 54445 (91345) \$284,332.38
Contingency 8%± 22,747.62
Sub-Total \$307,080.00

Acct. No. 14377-84-174-84100: 54445 (91345) \$6,000.00
Contingency 8%± 480.00
Sub-Total \$6,480.00

Acct. No. 14080-83-173: 54445 (91345) \$640,120.57
Contingency 8%± 51,209.43
Sub-Total \$691,330.00

GRAND TOTAL \$1,677,600.00



Demographics

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

Address

Business Address 1299 Zurich Way Schaumburg, IL 60196 United States	Mailing Address 1299 Zurich Way Schaumburg, IL 60196 United States	Statutory Home Office Address 1299 Zurich Way Schaumburg, IL 60196 United States	Main Administrative Office Address 1299 Zurich Way Schaumburg, IL 60196 United States
-------------------------------------------------------------------------------------	------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

Phone, Email, Website

Phone	Email	Website				
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td colspan="2">Business Primary Phone (847) 605-6000</td> </tr> </tbody> </table>	Type	Number	Business Primary Phone (847) 605-6000		No results found.	No results found.
Type	Number					
Business Primary Phone (847) 605-6000						

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 01/01/1982
Status: Active	SBS Legacy Number: 111700	Expiration Date:
Effective Date: 12/31/2018	Approval Date:	File Date:
Issue Date: 01/01/1982		

Company Type: Property and Casualty

Appointments

Show entries

Showing 1 to 10 of 12 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	01/10/2023	03/15/2024
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Property	04/22/2019	01/10/2023	03/15/2024
NICOLE COTY	7961756	7961756	Intermediary (Agent) Individual	Property	04/06/2005	01/10/2023	03/15/2024
NICOLE COTY	7961756	7961756	Intermediary (Agent) Individual	Casualty	04/06/2005	01/10/2023	03/15/2024
NICOLE BALDWIN	9624410	9624410	Intermediary (Agent) Individual	Property	05/11/2015	01/10/2023	03/15/2024
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Property	06/29/2010	01/10/2023	03/15/2024

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Casualty	06/29/2010	01/10/2023	03/15/2024
NICOLE RHONE	5628804	5628804	Intermediary (Agent) Individual	Property	02/28/2019	01/10/2023	03/15/2024
NICOLE RHONE	5628804	5628804	Intermediary (Agent) Individual	Casualty	02/28/2019	01/10/2023	03/15/2024

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 33 E MAIN ST STE 610 MADISON, WI United States County 53703

Company Merger

No results found.

Name Change History

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

\$1,553,335.85
FILE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

S. OWEN DRIVE ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8710

PROJECT NO. 14080

MUNIS NO. 14080

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 17, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>


**S. OWEN DRIVE ASSESSMENT DISTRICT - 2023
CONTRACT NO. 8710**

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This Proposal, and Agreement have
been prepared by:

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


_____ For:
James M. Wolfe, P.E., City Engineer

JMW: RS

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:	S. OWEN DRIVE ASSESSMENT DISTRICT - 2023
CONTRACT NO.:	8710
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	AUGUST 31, 2023
BID SUBMISSION (2:00 P.M.)	SEPTEMBER 7, 2023
BID OPEN (2:30 P.M.)	SEPTEMBER 7, 2023
PUBLISHED IN WSJ	AUGUST 24 & 31, 2023

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 Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 266-6510 or by email, tlomax@cityofmadison.com.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. 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) 266-6510.

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

S. OWEN DRIVE ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8710

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, replacement of sanitary sewer main and laterals, replacement of storm sewer structures and pipes, excavation, base preparation, asphalt pavement, curb and gutter, sidewalk, driveway aprons, terrace rain gardens, and pavement markings.

The project limits for the work are on S. Owen Dr from Hillcrest Dr to Regent St. The project limits also include approximately 120' of Bagley Pkwy between S. Owen Dr and Bagley Ct for curb and gutter installation.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities shall 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 shall increase or decrease based on what is encountered in the field.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within contract duration. It is also expected that certain items of work, especially the concrete work and asphalt paving, will require multiple mobilizations.

It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

Tree impacts associated with this project are a significant concern as there are multiple trees located adjacent to the street. The Contractor shall use care while working near existing trees, and all standard tree protection specifications will be strictly enforced.

EXISTING ITEMS TO REMAIN

The Contractor shall use care around existing trees, plantings, walls, steps, utilities and any other structures or amenities that are indicated on the plans to remain. The Contractor shall be aware that there are properties with landscaping and other features near the work area; the contractor shall not remove these items unless specifically called out on the plans. 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 prior to any removal.

ACCESS TO PROPERTIES

The Contractor shall maintain pedestrian access to all properties within the project limits.

COORDINATION WITH UTILITIES AND BUILDING CONTRACTOR

There are several existing utilities located within the project limits that are to remain. 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, including any structure adjustments.

Existing utilities located within the project limits include:

MG&E Electric— contact Mark Bohm, 608-252-4730

MG&E Gas – contact John Wichern, 608-252-1563

MG&E Gas plans to relocate their gas main and services throughout the project limits along S. Owen Dr. The planned design is to replace the existing main with dual gas mains on both sides of the street, under the sidewalk/ terrace area. MG&E plans to start work on the replacement of their facilities later this Fall/Winter 2023 and it is expected that the majority of gas work will be completed prior to the start of construction. Some work may overlap with the schedule of this contract.

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, at 215 Martin Luther King Jr. Blvd, Madison, WI 53703, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

S. Owen Dr may be closed to through traffic for the duration of the project. Local traffic shall be maintained.

Two way traffic on Regent St and Bagley Pkwy shall be maintained at all times.

Maintain access for all services to properties including, but not limited to, mail delivery, garbage and recycling pick-up, and emergency vehicle access.

Maintain sidewalk access on one side of the streets at all times. If sidewalk must be closed for construction purposes, contractor shall ensure that crosswalks at the end of the closed block are open. If work as proceeded through crosswalk areas, the Contractor shall install a temporary surface which shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material is not acceptable in locations where sidewalk or crosswalk access is required. Maintaining sidewalk is considered incidental to the contract.

Curb and gutter work is anticipated on the southwest corner of S. Owen Dr and Regent St near an existing active bus stop. Email Madison Metro Transit, MetroNotice@cityofmadison.com, at least seven days prior to any impact on existing bus stops to coordinate a temporary shift of the bus stop boarding area. All existing bus stops are to remain.

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

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

Contact Alexandra Heinritz, Traffic Engineering Division, aheinritz@cityofmadison.com, 608-267-1102, with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit, has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit, and has submitted a DNR Sanitary Sewer Submittal.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 PROSECUTION OF WORK

The Contractor may begin work on **April 8, 2024**. Once work begins under this contract, all work shall be completed within **115 (ONE HUNDRED FIFTEEN) CALENDAR DAYS**.

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.

SECTION 210.1(d) STREET SWEEPING

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

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or kfrank@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 1,366 feet of new 8" PVC SDR-35 and C900 sewer main and 968 feet of new sanitary lateral.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material

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 Latest 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 BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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.

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

Storm sewer pipe work shall include installing approximately 1,428.5 feet of new storm sewer main of various sizes ranging from 12" to 30" circular diameter.

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.

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.

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

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.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

BID ITEM 30453 – SPLIT BLOCK RETAINING WALL

DESCRIPTION

This work shall include construction of a modular block retaining wall at the locations indicated on the plans or as directed by the Engineer, and in accordance with the manufacturer's recommendations. The wall shall be constructed of StoneWall Select, County Block, Rockwood Classic Colonial, Keystone Century Wall, or an approved equal. Select product is subject to the Engineer's approval and Contractor shall submit selected product information to Engineer prior to preconstruction meeting. The color shall be brown with the final color to be approved by the Engineer.

Split Block Retaining Wall shall be constructed in accordance with the manufacturer's specifications.

METHOD OF MEASUREMENT

Split Block Retaining Wall shall be measured by the acceptably completed square foot of exposed wall.

BASIS OF PAYMENT

Payment for Split Block Retaining Wall shall be full compensation for providing all needed materials, including but not limited to modular blocks and select backfill, for excavating and preparing foundation,

placing and compacting select backfill, backfilling and disposing of surplus material; and for all labor, tools, equipment and incidentals required to complete the work.

BID ITEM 50201 – ROCK EXCAVATION

Rock Excavation shall be completed by use of rock trench grinding, whereas the use of blasting and power hammer shall not be permitted. A trench width of thirty-six (36) inches for pipe and 6' x 6' area for manholes, shall be used in all instances and additional rock excavation outside of this limit will not be compensated. All work associated with this bid item shall comply with Article 502 of the Standard Specifications.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction Latest 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.

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 Latest Edition. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. However, the Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

This contract includes 5 additional undistributed ULOs to be performed at the direction of the Engineer.

BID ITEM 90030 – RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water lateral services as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size and material, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential 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 Latest Edition. This work shall include all labor, materials, excavation and disposal of materials an all incidentals necessary to perform the work.

Contact Jeff Belshaw (jbelshaw@madisonwater.org, (608) 261-9835 if water service relocation may be necessary for coordination.

METHOD OF MEASUREMENT

Relocate Water Lateral Service shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

Relocate Water Lateral Service shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90001 – PEDESTRIAN CURB

DESCRIPTION

Pedestrian Curb shall be installed at the locations indicated in the plans and per the detail drawings. All work shall be completed per Part III of the Standard Specifications. Pedestrian Curb head height is expected to vary from zero (0) to nine (9) inches, per the plan details. The Contractor shall install NO. 4 continuous bar reinforcement in curb head greater than six (6) inches high or as directed by the Engineer.

METHOD OF MEASUREMENT

Pedestrian Curb shall be measured by the Linear Foot, along the back of curb.

BASIS OF PAYMENT

Pedestrian Curb, measured as provided above, shall be paid at the contract unit price which price shall be full compensation for all work, hauling, materials, steel reinforcement, tie bars, equipment, forming, base preparation and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90031 – RELOCATE WATER MAIN (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the storm 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 potential 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 Latest Edition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

Contact Jeff Belshaw (jbelshaw@madisonwater.org), (608) 261-9835 if water main relocation may be necessary for coordination.

METHOD OF MEASUREMENT

Relocate Water Main shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

Relocate Water Main shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

APPENDIX A

**SOIL BORING LOCATION MAP
LOGS OF TEST BORINGS (3)
LOG OF TEST BORING-GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM**



Legend

⊗ Denotes Boring Location

Notes

1. Soil borings performed by America's Drilling Co. in Sep/Oct 2022
2. Boring locations are approximate

Scale: Reduced

Job No. C21051-15		SOIL BORING LOCATION MAP South Owen Dr 2022 Madison, Wisconsin
Date: 10/2022		



LOG OF TEST BORING

Project South Owen Dr. 2022
285'N of Bagley, 8'W of Centerline
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 916±
 Job No. C22051-15
 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 (qs) (tsf)	W	LL	PL	LOI
					X	5 in. Asphalt Pavement/7 in. Recycled Asphalt				
1	4	M	7		Hatched	Stiff, Brown Lean CLAY (CL)				
2	8	M	7		Hatched	(1.75)				
				5						
3	10	M	50/4"		Dotted	Weathered to Competent Light Brown to White Sandstone Bedrock				
4	10	M	50/5"		Dotted	Firm to Hard drilling noted beginning near 10 ft				
				10						
5	1	-	50/2"		Dotted					
6	1	-	50/3"		Dotted					
				15		End of Boring at 15 ft				
						Backfilled with Bentonite Chips and Asphalt Patch				
				20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/30/22 End 9/30/22
 Driller ADC Chief KD Rig CME-55
 Logger DB 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 South Owen Dr. 2022
215'S of Bagley, 6'W of Centerline
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 943±
 Job No. C22051-15
 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 (qa) (tsf)	W	LL	PL	LOI
					5 in. Asphalt Pavement/7 in. Recycled Asphalt					
1	2	M	44		FILL: Dense to Very Dense Brown Fine to Coarse Sand and Gravel, Some Silt, Scattered Cobbles					
2	6	M	73							
				5	Apparent Dolomitic Limestone Bedrock					
3	0	-	50/0"		End of Boring at 5.5 ft Due to Auger Refusal on Presumed Bedrock					
					Backfilled with Bentonite Chips and Asphalt Patch					
				10						
				15						
				20						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling <u>NW</u> Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/30/22</u> End <u>9/30/22</u> Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>DB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project South Owen Dr. 2022
 Location 260'S of Bagley, 9'E of Centerline
Madison, WI

Boring No. 2X
 Surface Elevation (ft) 946±
 Job No. C22051-15
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (tsf)	W	LL	PL	LOI
1	8	M	39	39	4 in. Asphalt Pavement/2 in. Recycled Asphalt FILL: Dense to Very Dense Brown Fine to Coarse Sand and Gravel, Some Silt, Scattered Cobbles					
2	4	M	90	90		Apparent Dolomitic Limestone Bedrock (firm to hard drilling)				
3AS	0	-	50/0"	50	End of Boring at 5 ft Due to Auger Refusal on Presumed Bedrock Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	NW	
Time After Drilling	_____	_____	_____	_____	_____	Start <u>10/6/22</u> End <u>10/6/22</u>
Depth to Water	_____	_____	_____	_____	_____	Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u>
Depth to Cave in	_____	_____	_____	_____	_____	Logger <u>DB</u> Editor <u>ESF</u>
						Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.						

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)

Clean Gravels (Less than 5% fines)

GRAVELS
More than 50% of coarse fraction larger than No. 4 sieve size



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

Clean Sands (Less than 5% fines)

SANDS
50% or more of coarse fraction smaller than No. 4 sieve size



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

Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

GC Atterberg limits above "A" line or P.I. greater than 7

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

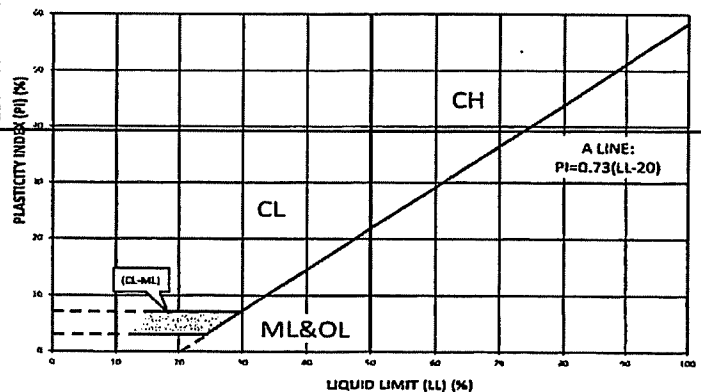
Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

SC Atterberg limits above "A" line with P.I. greater than 7

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



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.



Department of Public Works

Engineering Division

James M. Wolfe, P.E., City Engineer

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

Assistant City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1
Mark D. Moder, P.E.
Andrew J. Zwiag, P.E.

Financial Manager
Steven B. Danner-Rivers

September 6, 2023

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8710

S. OWEN DRIVE ASSESSMENT DISTRICT – 2023

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

BID SUBMISSION AND OPENING DATE:

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

PREQUALIFICATION APPLICATION DUE (2:00 P.M.): September 14, 2023

BID SUBMISSION (2:00 P.M.): September 21, 2023

BID OPEN (2:30 P.M.): September 21, 2023

PUBLISHED IN WSJ: August 24 & 31, 2023; September 7 & 14, 2023

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,

James M. Wolfe, P.E.
City Engineer

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	S. OWEN DRIVE ASSESSMENT DISTRICT - 2023
CONTRACT NO.:	8710
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	SEPTEMBER 14, 2023
BID SUBMISSION (2:00 P.M.)	SEPTEMBER 21, 2023
BID OPEN (2:30 P.M.)	SEPTEMBER 21, 2023
PUBLISHED IN WSJ	AUGUST 24 & 31, SEPTEMBER 7 & 14, 2023

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 Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 266-6510 or by email, tlomax@cityofmadison.com.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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



Department of Public Works
Engineering Division
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Principal Engineer 1
Mark D. Moder, P.E.
Andrew J. Zwieg, P.E.

Financial Manager
Steven B. Danner-Rivers

September 20, 2023

NOTICE OF ADDENDUM
ADDENDUM NO. 2
CONTRACT NO. 8710
S. OWEN DRIVE ASSESSMENT DISTRICT – 2023

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

SPECIAL PROVISIONS:

Add the following sentence to the end of the third paragraph under SECTION 107.7 MAINTENANCE OF TRAFFIC: "Regent St and Bagley Pkwy may be reduced to one lane provided a flagger is present at all times to direct two way traffic through the work zone."

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,

James M. Wolfe, P.E.
City Engineer

RFP: RES

SECTION E: BIDDERS ACKNOWLEDGEMENT

**S. OWEN DRIVE ASSESSMENT DISTRICT - 2023
CONTRACT NO. 8710**

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.

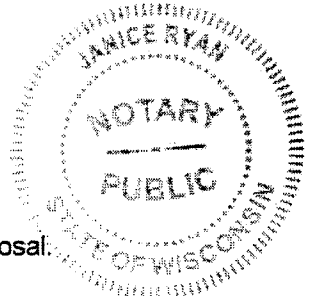
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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 2 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin; an individual trading as a partnership consisting of _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]
SIGNATURE

Vice President
TITLE, IF ANY

Sworn and subscribed to before me this 21st day of September, 2023.

[Signature]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 10/22/2023
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8710 – 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.

Please select the method of submission below. The form can be found below for filling out online or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

Method of Submittal for BVC (click in box below to choose) *
I will submit Bid Express fillable online form (BVC).

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

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

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

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

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

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

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

**S. OWEN DRIVE ASSESSMENT DISTRICT - 2023
CONTRACT NO. 8710**

Small Business Enterprise Compliance Report

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

Cover Sheet


Prime Bidder Information


Company: Speedway Sand & Gravel Inc.
Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562
Telephone Number: 608-836-2980 Fax Number: _____
Contact Person/Title: Janice Ryan, Corporate Secretary

Prime Bidder Certification

I, Janice Ryan Corporate Secretary of
Name Title
Speedway Sand & Gravel Inc. certify that the information
Company

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


Witness' Signature


Bidder's Signature

September 21, 2023
Date

**S. OWEN DRIVE ASSESSMENT DISTRICT - 2023
CONTRACT NO. 8710**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	4% of Total Bid Amount	
			%
Schlobohm Trucking	Hauling Materials	4.2%	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:			%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal Contractors who are suppliers:			%

Total Percentage of SBE Utilization: 4.2 %.

S. OWEN DRIVE ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8710

DATE: 9/21/23

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$5,787.00	\$5,787.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	40.00	\$0.01	\$0.40
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	40.00	\$0.01	\$0.40
10911 - MOBILIZATION - LUMP SUM	1.00	\$72,383.00	\$72,383.00
20101 - EXCAVATION CUT- C.Y.	3050.00	\$28.15	\$85,857.50
20130 - UNDERDRAIN - L.F.	190.00	\$21.70	\$4,123.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	700.00	\$2.30	\$1,610.00
20219 - BREAKER RUN (UNDISTRIBUTED)- TON	420.00	\$15.85	\$6,657.00
20221 - TOPSOIL - S.Y.	2920.00	\$9.98	\$29,141.60
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	270.00	\$2.40	\$648.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	90.00	\$6.00	\$540.00
20324 - REMOVE CONCRETE STEPS - S.F.	50.00	\$10.00	\$500.00
20401 - CLEARING (UNDISTRIBUTED) - I.D.	75.00	\$50.00	\$3,750.00
20406 - GRUBBING (UNDISTRIBUTED) - I.D.	75.00	\$50.00	\$3,750.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	9600.00	\$1.00	\$9,600.00
20701 - TERRACE SEEDING - S.Y.	2920.00	\$1.75	\$5,110.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	2920.00	\$1.75	\$5,110.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	2650.00	\$27.15	\$71,947.50
30203 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	20.00	\$35.85	\$717.00
30208 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) - L.F.	100.00	\$36.85	\$3,685.00
30211 - TRAFFIC CIRCLE MOUNTABLE CONCRETE CURB & GUTTER - L.F.	36.00	\$49.75	\$1,791.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	5280.00	\$6.40	\$33,792.00
30302 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	5850.00	\$7.40	\$43,290.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	120.00	\$74.00	\$8,880.00
30453 - SPLIT BLOCK RETAINING WALL - S.F.	80.00	\$75.00	\$6,000.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	1410.00	\$21.70	\$30,597.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	1910.00	\$21.70	\$41,447.00
40201 - HMA PAVEMENT 3 LT 58-28 S - TON	514.00	\$71.10	\$36,545.40
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	411.00	\$80.80	\$33,208.80
40218 - TACK COAT - GAL	260.00	\$3.00	\$780.00
40231 - ASPHALT DRIVE & TERRACE (UNDISTRIBUTED) - S.Y.	20.00	\$50.00	\$1,000.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	350.00	\$12.00	\$4,200.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	40.00	\$16.00	\$640.00
60819 - PAVEMENT MARKING EPOXY, CURB - L.F.	100.00	\$9.00	\$900.00
70104 - ADJUST WATER VALVE BOX - EACH	8.00	\$290.00	\$2,320.00
90001 - PEDESTRIAN CURB - L.F.	50.00	\$52.00	\$2,600.00
20217 - CLEAR STONE - TON	700.00	\$7.00	\$4,900.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$525.00	\$2,625.00
21011 - CONSTRUCTION ENTRANCE - EACH	3.00	\$300.00	\$900.00
21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$300.00	\$300.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$6,160.00	\$6,160.00
21015 - STREET CONSTRUCTION STONE BERM - EACH	11.00	\$300.00	\$3,300.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	50.00	\$9.95	\$497.50

S. OWEN DRIVE ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8710

DATE: 9/21/23

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
21032 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	4.00	\$85.00	\$340.00
21033 - INLET PROTECTION TYPE C - MAINTAIN - EACH	4.00	\$50.00	\$200.00
21034 - INLET PROTECTION TYPE C - REMOVE - EACH	4.00	\$25.00	\$100.00
21049 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH	17.00	\$375.00	\$6,375.00
21050 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH	17.00	\$50.00	\$850.00
21051 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	17.00	\$25.00	\$425.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	397.00	\$91.90	\$36,484.30
50741 - TYPE H INLET - EACH	15.00	\$34.50	\$517.50
10702 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10912 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$16,750.00	\$16,750.00
20313 - REMOVE INLET - EACH	4.00	\$654.00	\$2,616.00
20314 - REMOVE PIPE (STORM) - L.F.	120.00	\$39.00	\$4,680.00
20336 - PIPE PLUG - EACH	1.00	\$678.00	\$678.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$2,015.00	\$2,015.00
50201 - ROCK EXCAVATION (UNDISTRIBUTED) - C.Y.	150.00	\$1.00	\$150.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1433.00	\$0.01	\$14.33
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	6.00	\$110.65	\$663.90
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	69.00	\$106.10	\$7,320.90
50404 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	204.00	\$119.10	\$24,296.40
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	497.00	\$134.05	\$66,622.85
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	260.00	\$161.05	\$41,873.00
50723 - 3'X3' STORM SAS - EACH	3.00	\$4,100.00	\$12,300.00
50724 - 4'X4' STORM SAS - EACH	6.00	\$5,672.00	\$34,032.00
50767 - TERRACE INLET TYPE 2 - EACH	2.00	\$7,100.00	\$14,200.00
50792 - STORM SEWER TAP - EACH	2.00	\$1,180.00	\$2,360.00
50795 - PRIVATE STORM SEWER LATERAL - EACH	1.00	\$2,222.00	\$2,222.00
50801 - UTILITY LINE OPENING (STORM) - EACH	13.00	\$678.00	\$8,814.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	40.00	\$151.20	\$6,048.00
70031 - FURNISH AND INSTALL 6 INCH WATER VALVE - EACH	1.00	\$3,082.00	\$3,082.00
70101 - FURNISH AND INSTALL STYROFOAM - L.F.	208.00	\$15.00	\$3,120.00
90030 - RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED) - EACH	11.00	\$802.00	\$8,822.00
90031 - RELOCATE WATER MAIN (UNDISTRIBUTED) - EACH	3.00	\$6,884.00	\$20,652.00
21110 - TERRACE RAIN GARDEN - S.F.	300.00	\$20.00	\$6,000.00
10704 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10914 - MOBILIZATION FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$38,335.00	\$38,335.00
20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	7.00	\$987.00	\$6,909.00
20314 - REMOVE PIPE (SANITARY) - L.F.	13.00	\$109.00	\$1,417.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	13.10	\$595.00	\$7,794.50
20502 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$1,888.00	\$1,888.00
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$1,900.00	\$1,900.00
50201 - ROCK EXCAVATION (UNDISTRIBUTED) - C.Y.	1500.00	\$1.00	\$1,500.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	2334.00	\$0.01	\$23.34

S. OWEN DRIVE ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8710

DATE: 9/21/23

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	30.00	\$146.00	\$4,380.00
50301 - 8" PVC SANITARY SEWER PIPE (SDR 35, SDR 26) - L.F.	1040.00	\$210.35	\$218,764.00
50321 - 8" PVC PRESSURE SANITARY SEWER PIPE - L.F.	313.00	\$222.40	\$69,611.20
50352 - 6 INCH SANITARY SEWER LATERAL - L.F.	13.00	\$204.40	\$2,657.20
50353 - SANITARY SEWER LATERAL (SDR 35) - L.F.	759.00	\$78.53	\$59,604.27
50355 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	209.00	\$103.53	\$21,637.77
50356 - RECONNECT - EACH	28.00	\$3,428.00	\$95,984.00
50357 - RECONNECT - PRESSURE PIPE - EACH	7.00	\$4,025.00	\$28,175.00
50359 - COMPRESSION COUPLING - EACH	1.00	\$970.00	\$970.00
50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$4,567.00	\$4,567.00
50390 - SEWER ELECTRONIC MARKERS - EACH	74.00	\$67.00	\$4,958.00
50701 - 4' DIA SANITARY SAS - EACH	9.00	\$6,282.00	\$56,538.00
50771 - INTERNAL CHIMNEY SEAL - EACH	2.00	\$327.00	\$654.00
50781 - 8 INCH SANITARY SEWER OUTSIDE DROP - V.F.	4.57	\$521.00	\$2,380.97
50783 - INSIDE DROP - V.F.	1.07	\$876.00	\$937.32
50791 - SANITARY SEWER TAP - EACH	5.00	\$1,507.00	\$7,535.00
101 Items	Totals		\$1,553,335.85



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, 2022 through January 31, 2024.

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

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

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

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

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

PRINCIPAL

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL

Dec 15, 2021
DATE

By: Jarvis Pizan
SIGNATURE AND TITLE Corp Sec.

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

December 15, 2021
DATE

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

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

December 15, 2021
DATE

Nicole Stillings
AGENT SIGNATURE

1600 Aspen Commons, Suite 990
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-242-2551
TELEPHONE NUMBER

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

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

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

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

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



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



MJ Pethick

By: Mary Jean Pethick
Vice President

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

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

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

CERTIFICATE OF BIENNIAL BID BOND

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

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

February 1, 2022

DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 18th day of October in the year Two Thousand and Twenty-Three 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 **OCTOBER 17, 2023**, 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:

S. OWEN DRIVE ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8710

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION FIVE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED THIRTY-FIVE AND 85/100 (\$1,553,335.85)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

**S. OWEN DRIVE ASSESSMENT DISTRICT - 2023
CONTRACT NO. 8710**

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

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

Dave Brames 10/18/23
Witness Date

Dustin Bitt 10/18/23
v. President Date

Dave Brames 10/18/23
Witness Date

Janice Ryan 10/18/23
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Alfred Medley 11/2/2023
Finance Director Date

Michael Hayes 11/2/2023
City Attorney Date

Witness Date

[Signature] 11/2/2023
Mayor Date

Jennifer [Signature] 10-24-2023
Witness Date

Thomas Lind for 10/24/23
City Clerk Date

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 ONE MILLION FIVE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED THIRTY-FIVE AND 85/100 (\$1,553,335.85) 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:

**S. OWEN DRIVE ASSESSMENT DISTRICT - 2023
CONTRACT NO. 8710**

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 18th day of October, 2023

Countersigned:

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

[Signature]
Witness

[Signature] v. [Signature] Seal NA
President

[Signature]
Secretary

Approved as to form:

Fidelity and Deposit Company of Maryland

Surety Seal
 Salary Employee Commission

[Signature]
City Attorney

By [Signature]
Attorney-in-Fact
Nicole Stillings

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

October 18, 2023
Date

[Signature]
Agent Signature

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of September, A.D. 2023.



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

By: *Robert D. Murray*
Vice President

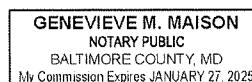
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2023, 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, deposed 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.

Genevieve M. Maison



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 18th day of October, 2023.



Thomas O. McClellan
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
reportsfelaims@zurichna.com
800-626-4577

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