

Contract Routing Form

printed on: 05/12/2021

ROUTING: RUSH
Routine

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

Project: Sidewalk, Curb & Gutter, and Concrete Pavement Patches, City wide Installation and Repair - 2021

Contract No.: 8992
Enactment No.: RES-21-00324
Dollar Amount: 339,481.00

File No.: 65101
Enactment Date: 05/10/2021

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	05/13/21	05/13/21
Director of Civil Rights	5/14/21	5/14/21
Risk Manager	5/14/21	5/14/21 MCL
Finance Director	5/14/21	
City Attorney	5/18/21	5/19/21
Mayor	5/20/21	5/20/21

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

Original + 2 Copies

05/12/2021 15:01:12 enjls - Bill McGlynn 266-4537

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



City of Madison

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

Legislation Details (With Text)

File #: 65101 **Version:** 1 **Name:** Awarding Public Works Contract No. 8992, Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide Installation and Repair-2021.

Type: Resolution **Status:** Passed

File created: 4/14/2021 **In control:** Engineering Division

On agenda: 5/4/2021 **Final action:** 5/4/2021

Enactment date: 5/10/2021 **Enactment #:** RES-21-00324

Title: Awarding Public Works Contract No. 8992, Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide Installation and Repair-2021. (Citywide)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8992.pdf, 2. 8992 Contract.pdf

Date	Ver.	Action By	Action	Result
5/4/2021	1	COMMON COUNCIL		
4/21/2021	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
4/14/2021	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for the 2021 Citywide Installation of Sidewalk, Curb & Gutter, and Concrete Pavement Patches at a total estimated cost of \$366,640 including contingency. Funding for the project is available in the 2021 Adopted Capital Budget for Engineering, Sidewalk Program and Pavement Management (Munis projects 13267, 13253, and 13434). No additional appropriation is required.

Awarding Public Works Contract No. 8992, Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide Installation and Repair-2021. (Citywide)

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

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

See attached document (Contract No. 8992) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8992
SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION
AND REPAIR-2021

SPEEDWAY SAND & GRAVEL, INC.

\$339,481.00

Acct. No. 13267-403-200: 54425 (91382)	\$ 199,381.00
Contingency 8%+	<u>15,949.00</u>
Sub-Total	\$ 215,330.00

Acct. No. 13267-403-174: 54445 (91345)	\$ 2,000.00
Contingency 8%+	<u>160.00</u>
Sub-Total	\$ 2,160.00

Acct. No. 13253-402-200: 54410 (91384)	\$115,600.00
Contingency 8%+	<u>9,250.00</u>
Sub-Total	\$ 124,850.00

Acct. No. 13434-403-200: 54425 (91382)	\$ 22,500.00
Contingency 8%+	<u>1,800.00</u>
Sub-Total	\$ 24,300.00

GRAND TOTAL	<u>\$366,640.00</u>
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Wisconsin
State Based Systems

Demographics

Company Name: Fidelity and Deposit Company of Maryland
SBS Company Number: 54219634
Domicile Type: Foreign
NAIC Group Number: 212 - ZURICH INS GRP
Merger Flag: No

NAIC CoCode: 39306
State of Domicile: Illinois
Organization Type: Stock

Short Name:
FEIN: 13-3046577
Country of Domicile: United States
Date of Incorporation: 03/18/1969

Address

Business Address
 1299 ZURICH WAY
 SCHAUMBURG, IL 60196-1056
 United States

Mailing Address
 1299 ZURICH WAY
 SCHAUMBURG, IL 60196-1056
 United States

Statutory Home Office Address
 1299 ZURICH WAY
 SCHAUMBURG, IL 60196-1056
 United States

Main Administrative Office Address
 1299 ZURICH WAY
 SCHAUMBURG, IL 60196-1056
 United States

Phone, Email, Website

Phone Type	Number
Toll Free Phone	(800) 382-2150
Business Primary Phone	(847) 413-5048
Business Primary Phone	(847) 605-6000

Email
 No results found.

Website
 No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Effective Date: 12/31/2018
Issue Date: 01/01/1982
Articles of Incorporation Received: No

Status Reason:
Legacy State ID: 111700
Approval Date:
Article No:

Status Date: 01/01/1982
Expiration Date:
File Date:
COA Number:

Appointments

Show entries

Showing 1 to 2 of 1349 entries

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

First Previous Next Last

Line Of Business

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

Contact

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

Company Merger

No results found.

Name Change History

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

\$339,481.00
FILE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR-2021

CONTRACT NO. 8992

MUNIS NO. 13267

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 4, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR-2021
CONTRACT NO. 8992**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS	A-1
SECTION B: PROPOSAL SECTION	B-1
SECTION C: SMALL BUSINESS ENTERPRISE	C-1
SECTION D: SPECIAL PROVISIONS	D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT	E-1
SECTION F: BEST VALUE CONTRACTING	F-1
SECTION G: BID BOND	G-1
SECTION H: AGREEMENT	H-1
SECTION I: PAYMENT AND PERFORMANCE BOND	I-1

This Proposal, and Agreement have
been prepared by:

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

Christy Bachmann for:
Robert F. Phillips, P.E., City Engineer

RFP: wjm

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:	SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR-2021
CONTRACT NO.:	8992
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	April 8, 2021
BID SUBMISSION (2:00 P.M.)	April 15, 2021
BID OPEN (2:30 P.M.)	April 15, 2021
PUBLISHED IN WSJ	April 1 & 8, 2021

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

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

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

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.

- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

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

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

SECTION D: SPECIAL PROVISIONS

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR-2021 CONTRACT NO. 8992

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

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

SECTION 102.11 **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 **SCOPE OF WORK**

The Contractor shall perform work at various locations throughout the City, as ordered by the Common Council, or as directed by the Engineer. This work includes replacing defective sidewalk and curb and gutter, concrete pavement repairs, sidewalk ramps including detectable warning fields (supplied by the City of Madison) and associated work. There are also locations where new sidewalk and associated work shall be installed. A list of approved locations and detail drawings are included with these Special Provisions. The list, however, is not a final list. Additional locations may be added.

An interim completion date of August 13, 2021 is required for all work included with these Special Provisions. Any work added to the contract by September 10, 2021 shall be completed by November 12, 2021. Work added after September 10, 2021 shall be completed in a timeframe mutually agreed upon by the Contractor and City. Liquidated damages in accordance with Section 109.9 of the Standard Specifications shall apply to all completion dates noted above.

No work shall take place on the UW Campus on August 12 and 13, 2021.

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

SECTION 104.3 **CHANGES IN THE WORK**

The quantities of the items listed in this Contract are estimates only, based upon past year's request work and known request work on file at the time this Contract was bid. The quantities of the items are subject to change.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid.

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

SECTION 104.10 CLEANING UP

Remaining concrete dust shall be cleaned and removed from sidewalk surface as well as surrounding railings, sidewalk, pavement, driveways, landscaping, or other objects in the vicinity of work upon completion of concrete sawcutting.

Excess concrete from finishing operations and from spillage on adjacent sidewalk and/or street shall be removed immediately.

This work shall be incidental to operations connected with this contract.

SECTION 105.12 COOPERATION BY CONTRACTOR

As this contract involves work at various locations within the City of Madison, the contractor shall expect other construction to be taking place within the vicinity of this project. For a map of proposed projects around the City, contact the City of Madison, Engineering Division. The Contractor shall coordinate construction activities with other projects as necessary.

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

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall strictly adhere to Section 182.0175, Wisconsin Statutes, regarding notification and location of utilities, including but not limited to three working days advance notice. The Contractor shall notify the Diggers Hotline at 1-800-242-8511 before moving onto and starting work on each of the various streets.

The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and to allow access by pedestrians and emergency, delivery and service vehicles at all times.

The contractor shall not work on sidewalks on streets within two blocks of schools while in session.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

The contractor shall coordinate work with other construction projects so that sidewalk is open on one side of the street at all times.

The Contractor shall properly barricade and light all work areas in accordance with the City of Madison Standards for Sidewalk and Bike Closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15D 30-1.

Access to all residential driveways within the project limits shall be maintained whenever possible. During times when work will impede or prevent vehicular access to driveways, the Contractor shall notify all residents a minimum of 48 hours in advance, if vehicular access cannot be provided to their property. All driveway access shall be restored within ten (10) days of removal, including concrete cure time and asphalt paving.

Access to commercial driveways and multi-family units shall be maintained at all times unless arrangements are made with the property owner and approved by the Engineer. No additional compensation shall be given for maintaining access.

At locations with sidewalk repairs through driveways, if curing concrete is not in place prior to the weekend, ¾" crushed stone or crushed concrete shall be furnished and installed by the Contractor to

allow for weekend access unless otherwise directed by the Engineer. All cost for the furnishing and installation and removal of ¾" crushed stone or crushed concrete shall be incidental to the various items of construction.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS

Care shall be taken not to disturb property irons, sodded areas, and retaining walls on private property. The Contractor shall use care around all existing trees, plantings, fences, walls, steps and driveways that are to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense.

Sidewalk forms, form pins and all other items incidental to the work shall not be left or stored on the sidewalk or on private property.

SECTION 107.6 DUSTPROOFING

Whenever sawcutting of concrete is required, the sawcutting shall be done by a means that will eliminate any dust.

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 dustproof the construction area by using power sweepers and water. Dustproofing shall be incidental with the operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

Work requiring lane closures on collector or arterial streets shall require a Traffic Control Plan approved by Tom Mohr, City Traffic Engineering, tmohr@cityofmadison.com, 267-8725. The Contractor shall not start work within the arterial street lane closure area until the Traffic Engineering Department has approved the 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. Peak hour traffic restrictions may apply as directed by the Traffic Engineer.

On-street parking may be removed by the Contractor to facilitate sidewalk construction and maintain traffic flow. The Contractor shall notify the Traffic Engineering Department forty-eight (48) hours in advance of proposed parking removal. The Contractor shall obtain from the City and place "No Parking" portables, "No Parking" cardboard signs or meter bags whichever is applicable for the particular street. "No Parking" must be posted in advance of construction.

On streets without time restricted parking, the Contractor shall post said streets at least forty eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On streets with time restricted parking, the Contractor shall post said street at least twelve hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On all streets where residential permit parking is allowed, the Contractor shall post said street at least forty-eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and

time of restricted parking. Residential permit parking zones are indicated with a zone number on a lower corner of the permanent time restriction sign. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

"No Parking" signs shall be posted a minimum of three (3) feet above curb elevations. If no work is begun on the posted street within two (2) days of the posted start date, the Contractor shall remove the "No Parking" signs and repost the street when ready to begin work on that street.

The Contractor shall maintain two-way traffic during the performance of all work covered by the contract. Traffic control shall consist of furnishing and maintaining all provisions for traffic control in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices"(MUTCD), the City of Madison Standards for Sidewalk and Bike Closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15D 30-1.

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours.

Work shall be arranged so that there is a minimum of interference with ingress and egress to private property. The Contractor shall furnish and install 3/4" crushed stone or crushed concrete on walkways and driveways as directed by the Engineer. All costs for this work shall be incidental to the various items of construction.

This contract does not include a separate contract item for Traffic Control. All the work herein before prescribed, required and performed will not be separately measured for payment, but will be considered incidental to other items in the contract.

No work shall occur during peak hour traffic times on collector and arterial streets and as directed by the Engineer. Peak hour traffic times are 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal and replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, signing equipment.

SECTION 107.9 BARRICADES, WARNING SIGNS AND FLAGMEN

Should the Contractor require occupying a lane of traffic on an arterial street during non-peak hours, an electric arrow board and appropriate signing will be required. The cost of the arrow board and signing shall be at the Contractor's expense.

The Contractor shall barricade and light all work areas in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Electric lighting (flashers) shall be used for lighting of work areas. Type II barricades shall be used for all work in the sidewalk, drive apron, and curb and gutter area. All costs pertaining to the above work shall be at the Contractors expense.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work for this project on or before **June 1, 2021**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer.

All work shall be completed on or before December 3, 2021.

The Contractor shall work such overtime as required by the Engineer to meet the requirements of this project at no additional cost to the City.

The Contractor is made aware that the start work date listed above may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at the discretion of the Engineer.

The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown above or the actual date work begins whichever is sooner.

- A. This contract shall be in force from the date of award to completion within the current calendar year. In the event that the Contractor fails to show an acceptable rate of progress, the Contractor will be notified in writing of such and have seven (7) calendar days in which to resume work. Failure to respond to said notice, would subject the Contractor to paragraph C. of this section.
- B. The Contractor shall furnish a minimum of one (1) complete working crew in order to insure the completion of the work contemplated by this contract.

A complete working crew shall consist of at least the following personnel:

- 1. One Foreman
 - 2. One Cement Finisher
 - 3. Two Laborers for Concrete Work
 - 4. Grading force sufficient to prepare sufficient grade ahead of form setting and concrete work in order that concrete work shall not be delayed.
 - 5. Backfilling and cleanup force sufficient to restore disturbed areas within one (1) work day after the concrete is cured.
- C. There shall be deducted from any monies due or that may become due the Contractor, the sum of \$425.00 for each and every work day that the Contractor shall fail to provide the working forces as specified in paragraph B above. This sum shall be considered and treated not as a penalty but as fixed, agreed liquidated damages due the City of Madison from the Contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his/her failure to comply with the requirements of paragraph A above.
 - D. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this contract, State Laws, or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the contract, and when deducted, shall be deemed and taken as payment in such amount.
 - E. A "Work Day" shall be any day that a Contractor can work on a project and it would or does necessitate an Engineer or Inspector on the project for any part of the day. If inclement weather curtails construction, the Engineer shall decide what portion, if any part of a day, shall be called a "Work Day". Work days may be counted to the nearest one-half day. A record of work days shall be kept on the job by the Engineer or Inspector.

SECTION 109.3 LIMITATIONS OF OPERATIONS

Sidewalk and driveway aprons in residential areas shall be replaced within three (3) work days after it has been made impassable or removed.

Sidewalk, driveways, and drive aprons adjoining multi-family units and business properties shall be replaced within twenty-four (24) hours after being made impassable or removed. This does not eliminate the requirement for maintaining driveway access to multi-family units and commercial properties at all times as described in Section 107.1 within these Special Provisions.

The Contractor shall properly barricade all work areas until all patching, topsoil, seed and matting work is completed.

SECTION 109.14 MOBILIZATION

This contract does not include a separate contract item for Mobilization. All the work herein before prescribed, required and performed will not be separately measured for payment, but will be considered incidental to other items in the contract.

SECTION 201 EXCAVATION CUT

The cost of excavating and preparation of subgrade including subbase, backfilling, and disposal of surplus materials shall be incidental to the new sidewalk Bid Items of 5-Inch Concrete Sidewalk and 7-Inch Concrete Sidewalk & Drive.

At locations where excavation is required at a depth greater than seven (7) inches for 5-Inch Concrete Sidewalk, the amount over seven inches shall be paid for at the unit price Excavation Cut and the difference to be backfilled shall be paid for at the unit price as Crushed Stone.

At locations where excavation is required at a depth greater than nine (9) inches for 7-Inch Concrete Sidewalk, the amount over nine inches shall be paid for at the unit price Excavation Cut and the difference to be backfilled shall be paid for at the unit price as Crushed Stone.

SECTION 210 EROSION CONTROL

Material stored at the project site, for use as backfill materials shall be stored in such a manner that will not result in runoff of stockpiled material into streets or drainage facilities in the event of rain. Excavated materials and imported backfill materials stored on street and sidewalks pavements shall be removed from the street and sidewalk pavements by hand shoveling and brooming at the end of each work day.

BID ITEM 21041 – INLET PROTECTION, TYPE D – COMPLETE (UNDISTRIBUTED)

BID ITEM 21061 – EROSION MATTING, CLASS I, URBAN TYPE A (UNDISTRIBUTED)

DESCRIPTION

Inlet Protection Type D Complete and Erosion Matting, Class I, Urban Type A and any other erosion control measures shall be installed as directed by the Engineer.

SECTION 301.8 PROTECTION OF THE CONCRETE

The Contractor shall protect all concrete work subjected to cold weather. Protection of same shall be done in accordance with Madison Standard Specifications. The Contractor shall protect all concrete work against damage or defacement of any kind until it has been accepted by the City. Concrete not

acceptable to the Engineer, shall be removed and replaced, or repaired to the satisfaction of the Engineer. All costs pertaining to the above work shall be at the Contractor's expense.

BID ITEM 30340 – CURB RAMP DETECTABLE WARNING FIELDS

MATERIALS

This section shall be revised to include The City of Madison shall furnish the Detectable Warning Fields.

The Contractor shall contact City of Madison Engineering Services, 1600 Emil Street, 608-266-4430, during regular business hours, a minimum of one working day in advance to schedule pick-up of the cast iron plates. The Contractor shall pick up the cast iron plates between the hours of 7:30 a.m. and 8:00 a.m.

SECTION 305.2 REMOVE & REPLACE 5 INCH CONCRETE SIDEWALK-SIDEWALK REPLACEMENT PROGRAM REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK & DRIVE-SIDEWALK REPLACEMENT PROGRAM

DESCRIPTION

All sidewalk removed at crosswalks shall be replaced with 7 inches of concrete.

Concrete walk and drive apron shall consist of removing and replacing existing concrete walk and drive apron where designated by the Engineer in accordance with section 303.3 of The City of Madison Standard Specifications except as modified herein.

Removal and replacement of sidewalk and drive aprons shall include all costs for excavating, replacement of disturbed sub-base material with four (4") of 3/4" crushed stone or crushed concrete, grade preparation, tree root removal, expansion joints and disposal. Tree root removal shall be completed in accordance with section 107.13 Tree Protection Specification.

Removal of sidewalks and drive aprons shall include excavation of existing material including asphalt material, up to one (1) foot on each side of the sidewalk or drive aprons, as the case may be, except all work done in the vicinity of any tree located in the terrace shall be completed in accordance with section 107.13 Tree Protection Specification. All material shall be hauled from the site. At no time shall any material be deposited on private property or terrace areas.

Existing concrete, asphalt mixes or other types of material used to shim raised sidewalks shall be removed from adjacent sidewalk stones prior to placing new sidewalk.

After the new sidewalks have been constructed and the forms removed, the excavated areas adjacent to the sidewalk shall be back filled immediately with the appropriate material; topsoil, crushed stone, concrete or asphalt mix.

The cost of placing and compacting select backfill shall be incidental to this item.

Transverse full depth sawcuts shall be incidental to the removal item.

All debris shall be removed from the excavated areas prior to placement of the topsoil.

The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property.

The Contractor shall remove tree roots from existing live trees in accordance with section 107.13

Tree Protection Specification.

Sidewalk and driveway aprons in residential areas shall be replaced within three (3) work days after it has been made impassable or removed. Sidewalk, driveways, and drive aprons adjoining multifamily units and business properties shall be replaced within twenty-four (24) hours after being made impassable or removed.

METHOD OF MEASUREMENT

Concrete sidewalk shall be measured by area in square feet.

BASIS OF PAYMENT

The contract unit price shall be paid as per Section 303.3(b) of The City of Madison Standard Specifications except that the unit price shall include: removal of sidewalk or drive apron; asphalt sawcut; fill; topsoil; seed and matting.

SECTION 305.5 REMOVE & REPLACE CONCRETE CURB & GUTTER-SIDEWALK REPLACEMENT PROGRAM

DESCRIPTION

The Contractor shall be responsible for maintenance of pavement adjacent to curb until resurfacing operations take place. This work shall be incidental to the operations connected with this bid item.

Curb & gutter shall be replaced within three (3) work days after it has been made impassable or removed.

SECTION 402 ASPHALT CONSTRUCTION

Asphalt surface course, installed with this contract, shall conform to all the pertinent requirements of Section 402 of the Standard Specifications except as modified herein.

For temporary sidewalks, the mixture shall be installed to be one (1) inch in compacted thickness and to the width designated in the field by the Engineer. The existing base or foundation shall be leveled and mechanically compacted.

Patching along curb and gutter, driveways, sidewalks, and other areas shall be done at the locations and to dimensions and depths as laid out in the field by the Engineer. Tack coat shall be applied to all adjacent existing concrete and asphalt surfaces.

The unit price bid for HMA pavement shall include the cost of tack coat materials.

BID ITEM 40202 – HMA PAVEMENT 4 LT 58-28 S

METHOD OF MEASUREMENT

HMA Pavement 4 LT 28-28 S shall be measured by the area in square yard.

BID ITEM 90001 – HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE 7-INCH CONCRETE SIDEWALK AND DRIVEWAY – SIDEWALK REPLACEMENT PROGRAM

Work under this item shall be in accordance with Article 305 of the Standard Specifications, and as hereinafter provided.

The Contractor shall use high early strength concrete on driveways and sidewalks in areas designated by the Engineer.

BID ITEM 90002 – HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE CONCRETE CURB & GUTTER – SIDEWALK REPLACEMENT PROGRAM

Work under this item shall be in accordance with Article 305 of the Standard Specifications, and as hereinafter provided.

The Contractor shall use high early strength concrete on curb and gutter in areas designated by the Engineer.

BID ITEM 90003 – 7 INCH STAMPED & COLORED CONCRETE
BID ITEM 90004 – REMOVE AND REPLACE 7 INCH COLORED CONCRETE SIDEWALK

DESCRIPTION

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

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

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

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

MATERIALS

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

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

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

Bid Item 90003 – 7 Inch Stamped & Colored Concrete, shall be used for the installation of concrete within the median island of Mid Town Rd, east of Hawks Ridge Dr (1901 Hawks Ridge Dr). The color shall be BASF Natural Bark (MC5002), or approved equal. Imprinting Pattern: Use a 6" x 6" cobblestone pattern.

Bid Item 90004 – Remove and Replace 7 Inch Colored Concrete Sidewalk, shall be used at 731 State St. The color shall be BASF Natural Bark (MC5002), or approved equal.

CONSTRUCTION

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

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

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

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

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

Bid Items 7" Stamped & Colored Concrete, and Remove and Replace 7 Inch Colored Concrete Sidewalk shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

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

Remove and Replace 7 Inch Colored Concrete Sidewalk shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

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

BID ITEM 90005 – BUS PAD

DESCRIPTION

Work under this item shall consist of construction of new 5 inch concrete bus pads at locations specified in these Special Provisions. Additional locations may be added. Madison Metro staff will mark specific bus pad locations on the curb.

METHOD OF PAYMENT

Bus Pad shall be measured by the area in square feet.

In cases where sidewalk is required to connect the bus pad to the mainline walk, it shall be paid in square feet under this item.

BASIS OF PAYMENT

The contact price for Bus Pad, measured as provided above, shall be payment in full for the work as outlined above, including: excavation, disposal of removed material; preparation of subgrade including subbase; for furnishing and placing 5 inch concrete sidewalk, finishing and protecting; fill, topsoil, seed and matting, and for all labor, tools, equipment and incidentals necessary to complete the work.

2021 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5" Sidewalk (SF)	R&R 7" Sidewalk (SF)	5" New Sidewalk (SF)	7" New Sidewalk (SF)	7" Colored & Stamped Concrete (SF)	DWF (SF)	Bus Pads (SF)	Conc. Pvm. Reconstruct (SY)	R&R C&G (LF)	Comments
53558	6001 Canyon Pkwy	Siggelkow Rd	Ramp				68.3		8				Add new ramp at NE corner of Siggelkow Run/Siggelkow Rd.
53562	536 Tawny Elm Pkwy	White Fox Ln	Waterway			15							Add waterway on White Fox, near second inlet west of Tawny Elm.
53593	1901 Hawks Ridge Dr	Mid Town Rd	Median Concrete					1700					7" colored and stamped concrete in median island on Mid Town Rd, east of Hawks Ridge Dr.
53593	674 Lone Oak Ln	Ancient Oak Ln	Ramp		64				16				Ramp in median island on Ancient Oak Ln
53703	100 N Hamilton St	E Dayton St	Ramp		21				8				Ramp at corner of N Hamilton St/E Dayton St, crossing E Dayton.
53703	125 N Hamilton St	N Hamilton St	Ramp		21.3				8				Ramp at intersection of N Hamilton St/Webster St, crossing N Hamilton St.
53703	602 E Johnson St	N Blair St	Bus Pad							80			(C-01) E side of N Blair St, N of E Johnson St. Bus pad only
53703	111 S Livingston St	E Main St	Curb									10	
53703	1450 Rutledge St	Rodgers St	Bus Pad							130			(C-04) W side of Rogers St, N of Rutledge St. Bus pad only.
53703	1500 Rutledge St	Rutledge St	Bus Pad							120			(C-05) N side of Rutledge St, E of Rogers St. Bus pad only.
53703	731 State St	State St	Sidewalk		44.3								Remove & Replace 7" Colored Concrete Sidewalk. Coordinate with TE to adjust HH.
53704	1433 Burning Wood Way	Comanche Way	Sidewalk	51.5									**PENDING BPW APPROVAL** HOLD.
53704	113 N First St	N First St	Sidewalk	26.5									ENGROW-2018-02149. Near D/W, core hole in sidewalk.
53704	125 Knutson Dr	Knutson Dr	Apron		21								R&R approx. 10.5'x2' section of driveway apron near sidewalk. Pin w/ #4 bars to existing apron as needed.
53704	3900 Lien Rd	E Washington Ave	Ramp		45				8				Ramp at corner of E Wash Ave/Lien Rd, near Reindahl Park Triangle.
53704	4505 Mallory Cir	Mallory Cir	Sidewalk	53									Warranty work, made NA.
53704	621 North St	Moland St	Conc. Pavement								41.1		Approx. (27.5'x12')+0.5(10'x8').
53704	1422 Northport Dr	Northport Dr	Sidewalk	50									**PENDING BPW APPROVAL** HOLD.
53704	1422 Northport Dr	Northport Dr	Sidewalk	52									**PENDING BPW APPROVAL** HOLD.
53704	1422 Northport Dr	Northport Dr	Sidewalk	50									**PENDING BPW APPROVAL** HOLD. Adj MH Casting (1)
53704	2334 Pennsylvania Ave	Pennsylvania Ave	Conc. Pavement								20.8		Approx. 11'x17'
53704	2334 Pennsylvania Ave	Pennsylvania Ave	Conc. Pavement								19.6		Approx. 11'x16'
53704	2334 Pennsylvania Ave	Pennsylvania Ave	Conc. Pavement								56.2		Approx. 23'x22'
53704	1410 Red Cloud Ln	Red Cloud Ln	Sidewalk	26									**PENDING BPW APPROVAL** HOLD.
53704	4210 School Rd	School Rd	Curb									15	**HOLD** Not marked, C&G covered in snow.
53704	26 N Seventh St	N Seventh St	Sidewalk	54.1									**PENDING BPW APPROVAL** HOLD.
53704	2901 N Sherman Ave	N Sherman Ave	Bus Pad							150			(C-02) E side of N Sherman Ave, opposite Warner Park. Pad for bus shelter in easement.
53704	1802 Tennyson Ln	Tennyson Ln	Sidewalk	80.6									**PENDING BPW APPROVAL** HOLD. Lakeview School
53704	1802 Tennyson Ln	Tennyson Ln	Sidewalk	29.2									**PENDING BPW APPROVAL** HOLD. Lakeview School
53704	1802 Tennyson Ln	Tennyson Ln	Sidewalk	29.2									**PENDING BPW APPROVAL** HOLD. Lakeview School
53704	20 N Third St	N Third St	Sidewalk	29.2									**PENDING BPW APPROVAL** HOLD.
53704	625 Walton Pl	Rutledge St	Bus Pad							120			(C-07) N side of Rutledge St, E of Walton Pl. Bus pad only.
53704	702 Walton Pl	Rutledge St	Bus Pad							120			(C-06) S side of Rutledge St, W of Walton Pl. Bus pad only.
53704	2733 E Washington Ave	E Washington Ave	Ramp		64				16				Ramp in median of E Wash Ave, across from McDonald's.
53704	3358 E Washington Ave	E Washington Ave	Ramp		124				16				Ramp in median of E Wash Ave, near Grover St.
53704	3362 E Washington Ave	E Washington Ave	Ramp		124				16				Ramp in median of E Wash Ave, near Grover St.
53704	3451 E Washington Ave	E Washington Ave	Ramp		72				16				Ramp in median of E Wash Ave, across from O'Reilly Auto Parts.

2021 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5" Sidewalk (SF)	R&R 7" Sidewalk (SF)	5" New Sidewalk (SF)	7" New Sidewalk (SF)	7" Colored & Stamped Concrete (SF)	DWF (SF)	Bus Pads (SF)	Conc. Pvmt. Reconstruct (SY)	R&R C&G (LF)	Comments
53704	3501 E Washington Ave	E Washington Ave	Ramp		48				16				Ramp in median of E Wash Ave.
53704	3773 E Washington Ave	E Washington Ave	Ramp		48				8				Ramp at corner of E Wash Ave/Mendota St, near Goodyear Service Center.
53704	3859 E Washington Ave	Lien Rd	Ramp		59.5				8				Ramp at corner of E Wash Ave/Lien Rd, near Mobil gas station.
53704	3859 E Washington Ave	E Washington Ave	Ramp		64				8				Ramp in triangle traffic island at E Wash Ave/Lien Rd.
53704	3859 E Washington Ave	E Washington Ave	Ramp		40				8				Ramp in triangle traffic island at E Wash Ave/Lien Rd.
53704	3902 E Washington Ave	E Washington Ave	Ramp		51				16				Ramp in median of E Wash Ave, across from strip mall with FedEx Office/Men's Warehouse.
53704	3910 E Washington Ave	E Washington Ave	Ramp		44				16				Ramp in median of E Wash Ave, across from Wendy's.
53704	4212 E Washington Ave	E Washington Ave	Sidewalk		25								**PENDING BPW APPROVAL** HOLD. Chik-Fil-A. Adj MH Casting (1)
53704	801 Wheeler Rd	Northland Dr	Sidewalk	103.9									**PENDING BPW APPROVAL** HOLD.
53704	801 Wheeler Rd	Wheeler Rd	Sidewalk	53									**PENDING BPW APPROVAL** HOLD.
53705	10 Shepard Terrace	Shepard Terrace	Curb									10	
53705	5102 Silvertree Run	Silvertree Run	Sidewalk	25									ENGROW-2019-00954. Near corner of Silvertree Run/N Whitney Way.
53705	5102 Silvertree Run	Silvertree Run	Sidewalk		25								ENGROW-2019-00954. At D/W on Silvertree Run. Core hole in sidewalk.
53705	301 S Whitney Way	S Whitney Way	Sidewalk	75									**PENDING BPW APPROVAL** HOLD. On S Whitney Way, near 4th tree north of Mineral Point Rd.
53711	4218 Mandan Crescent	Mandan Crescent	Sidewalk	42.4									**PENDING BPW APPROVAL** HOLD.
53711	5726 Meadowood Dr	Meadowood Dr	Sidewalk	55.7									**PENDING BPW APPROVAL** HOLD. Sidewalk damaged by tree removal on private property.
53711	602 S Midvale Blvd	S Midvale Blvd	Sidewalk	27									**PENDING BPW APPROVAL** HOLD.
53711	29 Newbury Cir	Newbury Cir	Curb									10	
53711	626 Odell St	Odell St	Terrace Concrete			45							
53711	2009 Prairie Rd	Prairie Rd	Curb									30	Asph. D/W at BOC (14'x2')
53711	5301 Raymond Rd	Raymond Rd	Curb									20	
53711	5001 Tokay Blvd	Wedgewood Way	Sidewalk	79.5									Warranty work from 2015, made NA.
53711	5810 Yorkshire Rd	Saybrook Rd	Sidewalk	81.1									**PENDING BPW APPROVAL** HOLD.
53713	5307 Hoboken Rd	Hoboken Rd	Curb									7.3	**HOLD** Need Repair Request Form from P.O. prior to start.
53713	2310 Post Rd	Traceway Dr	Curb									10	ENGROW-2019-01718
53713	2402 Post Rd	Traceway Dr	Ramp		70				8				ENGROW-2019-01718
53713	5323 Raywood Rd	Raywood Rd	Curb									20	Across from 5318 Raywood Rd
53714	702 Bewick Dr	Bewick Dr	Curb									26	Asph. D/W at BOC (26'x2')
53714	3918 Rockwell Dr	Rockwell Dr	Sidewalk	53									**PENDING BPW APPROVAL** HOLD.
53714	5118 Stage House Trl	Stage House Trl	Terrace Concrete			37.5							
53715	27 N Charter St	N Charter St	Sidewalk	35.5									**PENDING BPW APPROVAL** HOLD. Near north driveway on Charter St.
53716	4426 E Buckeye Rd	E Buckeye Rd	Bus Pad							60			(C-03) N side of E Buckeye Rd, W of Stoughton frontage road.
53717	650 N High Point Rd	Old Sauk Rd	Ramp		112.5		112.5		16			25	Expand existing ramp opening at SW corner of N High Point Rd/Old Sauk Rd to allow pedestrain crossing to the north. Approx. (14.6'x9.6')+(15.2'x19.5'). **CAUTION** Existing F.O. cable under concrete pavement, use caution when removing existing concrete.
53717	7502 Mineral Point Rd	Randolph Dr	Conc. Pavement								48.5		
53717	202 N Westfield Rd	N Westfield Rd	Ramp				90		8			15	Add new ramp near bike path into Walnut Grove Park
53718	719 Jupiter Dr	Jupiter Dr	Sidewalk	73.5									**HOLD** Oak Park. P.O. may do on own.
53718	734 Jupiter Dr	Jupiter Dr	Sidewalk	48.5									**PENDING BPW APPROVAL** HOLD.

2021 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5" Sidewalk (SF)	R&R 7" Sidewalk (SF)	5" New Sidewalk (SF)	7" New Sidewalk (SF)	7" Colored & Stamped Concrete (SF)	DWF (SF)	Bus Pads (SF)	Conc. Pvmt. Reconstruct (SY)	R&R C&G (LF)	Comments
53718	5404 Voges Rd	Voges Rd	Sidewalk		127.2								ENGROW-2018-00606. Sidewalk at commercial D/W between 5302-5404 Voges Rd. **HOLD** Verify if need to be completed prior to replacement.
53718	5404 Voges Rd	Voges Rd	Apron		348								ENGROW-2018-00606. Apron at commercial D/W between 5302-5404 Voges Rd. **HOLD** Verify if need to be completed prior to replacement.
53719	2 Bradbury Ct	Bradbury Rd	Sidewalk	26									Warranty from Citywide 2017, made NA.
53719	3333 Bradbury Rd	Bradbury Rd	Ramp				63		8			20	Add new ramp near bike path into Quarry Cove Park.
53719	8101 Flagstone Dr	Trevor Way	Sidewalk	50									**PENDING BPW APPROVAL** HOLD. Not marked, need to
53719	550 Grand Canyon Dr	Grand Canyon Dr	Curb									8	
53719	550 Grand Canyon Dr	Grand Canyon Dr	Curb									17	
53719	550 Grand Canyon Dr	Grand Canyon Dr	Curb									15	
53719	8201 Mayo Dr	Mayo Dr	Ramp		48				8				Ramp at SW corner of Waldorf Dr/Mayo Dr
53719	7017 Mineral Point Rd	Mineral Point Rd	Ramp		44.2				16				Ramp at center of median island between Firestone and Olive Garden.
53719	3117 Prairie Rd	Waterford Rd	Ramp				54		8			15	Add new ramp near bike path into Maple Prairie Park.
53719	6930 Rockstream Dr	Serenity Trl	Waterway			24							
53719	1723 Waldorf Dr	Mayo Dr	Ramp		48				8				Ramp at NE corner of Waldorf Dr/Mayo Dr
53719	5902 Williamsburg Way	Williamsburg Way	Ramp				99		8			15	Add new ramp near bike path into Huegel Park
53719	5902 Williamsburg Way	Monticello Way	Ramp				72		8			20	Add new ramp near bike path into Huegel Park
53726	30 Ash St	Van Hise Ave	Ramp		35.8				8				Address is Madison West H.S. Ramp at intersection of Van Hise Ave/Highland Ave, crossing Van Hise.
53726	30 Ash St	Highland Ave	Ramp		54				8				Address is Madison West H.S. Ramp at intersection of Van Hise Ave/Highland Ave, crossing Highland Ave.
53726	202 Forest St	Chamberlain Ave	Sidewalk	82.1									**PENDING BPW APPROVAL** HOLD. 100% Assess to P.O.
53726	1706 Regent St	Regent St	Sidewalk	27									
				1469.5	1892.8	121.5	558.8	1700	304	780	186.2	308.3	

Citywide

- 6 standard bus pads
- 1 shelter pad

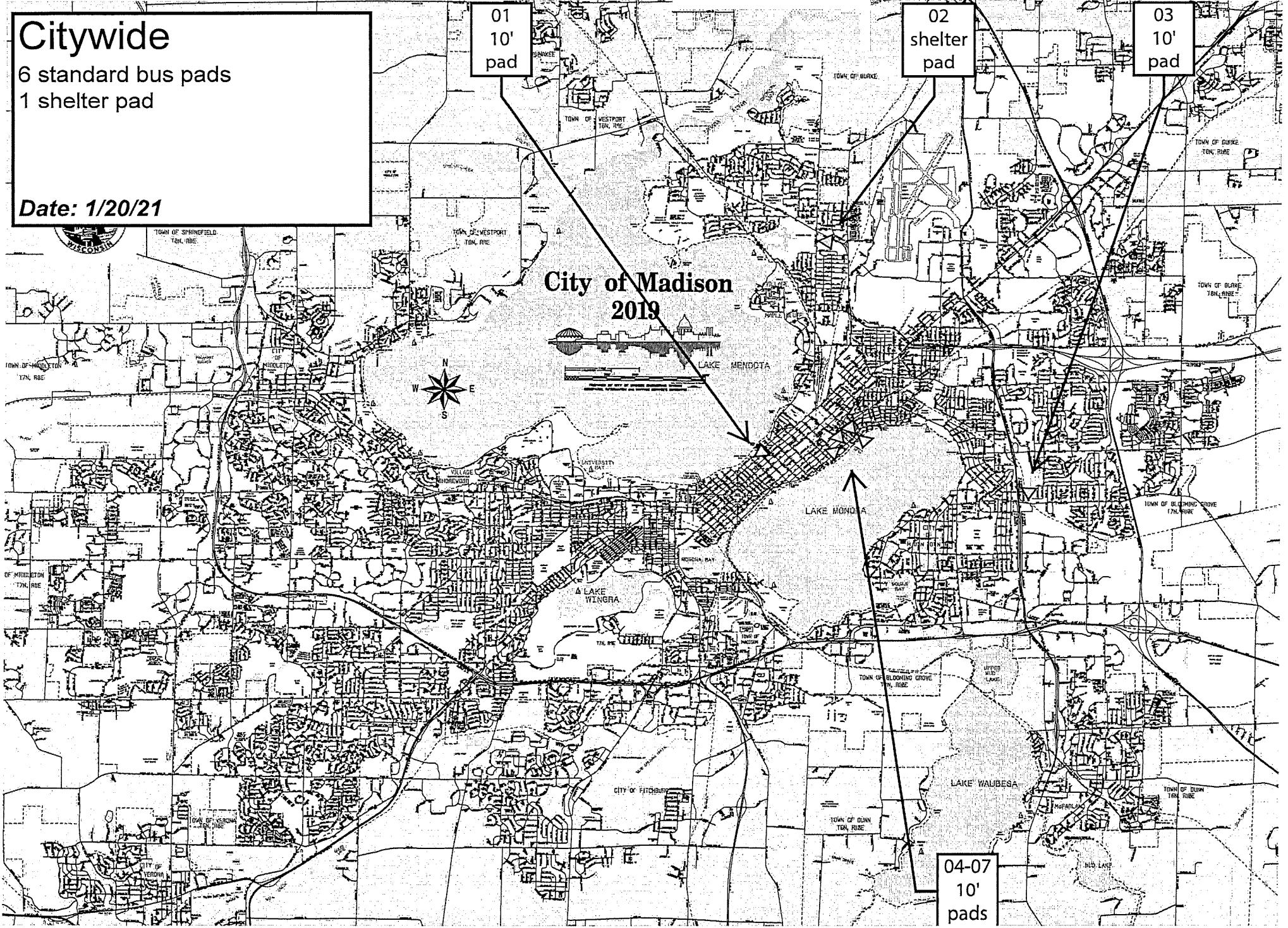
Date: 1/20/21

01
10'
pad

02
shelter
pad

03
10'
pad

04-07
10'
pads

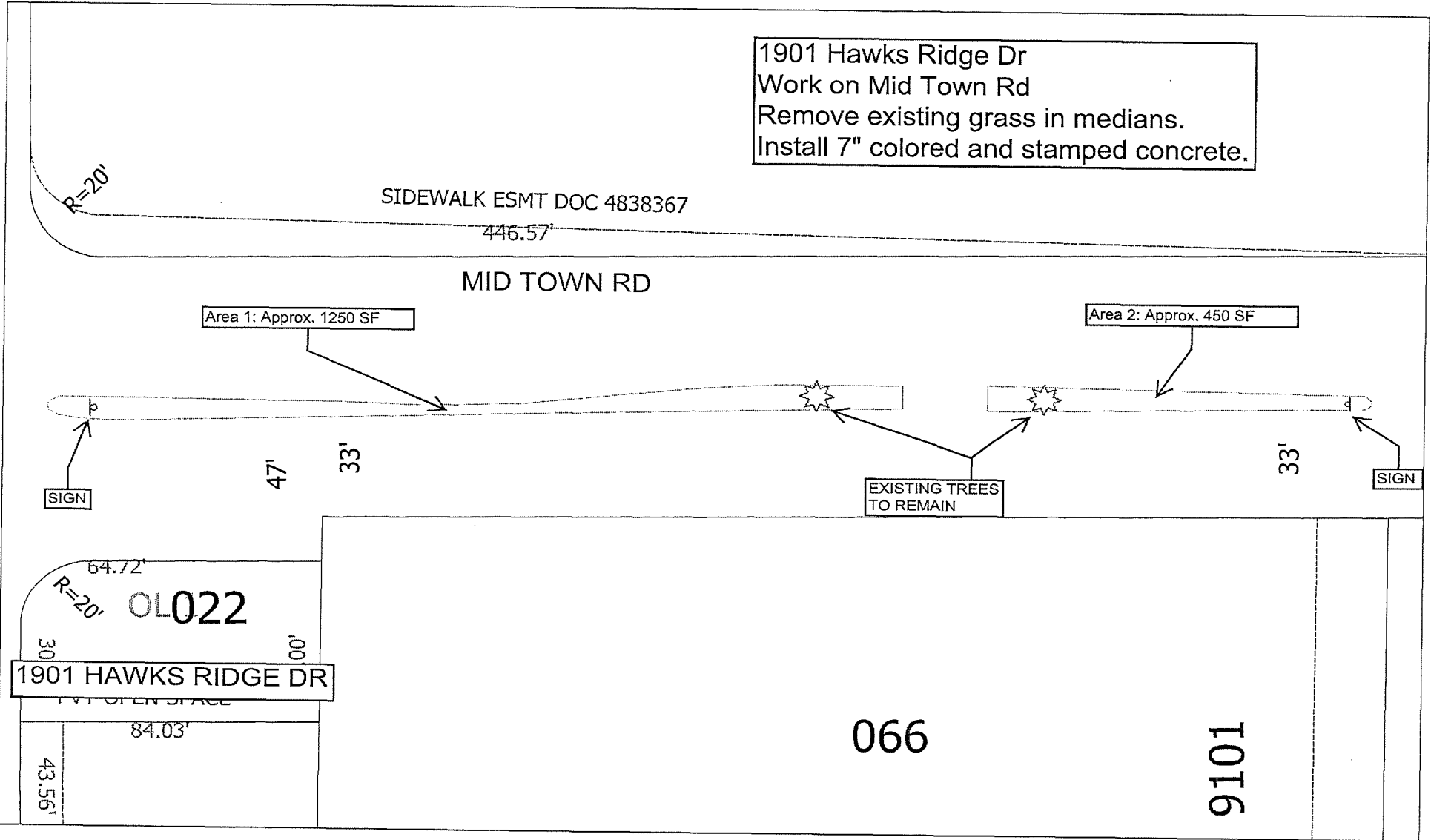


**Metro Bus Pad Improvements
Contract #8992**

Map	Stop ID	Situs Address	Frontage	Location	Bus Pads (SF)	Comments
C-01	NEW	602 E Johnson St	N Blair St	E side of N Blair St, N of E Johnson St	80	Bus pad only
C-02	5823	2901 N Sherman Ave	N Sherman Ave	E side of N Sherman Ave, opposite Warner Park	150	Shelter pad only
C-03	7538	4426 E Buckeye Rd	E Buckeye Rd	N side of E Buckeye Rd, W of Stoughton frontage road	60	Bus pad only
C-04	1260	1450 Rutledge St	Rogers St	W side of Rogers St, N of Rutledge St	130	Bus pad only
C-05	1448	1500 Rutledge St	Rutledge St	N side of Rutledge St, E of Rogers St	120	Bus pad only
C-06	1695	702 Walton Pl	Rutledge St	S side of Rutledge St, W of Walton Pl	120	Bus pad only
C-07	1256	625 Walton Pl	Rutledge St	N side of Rutledge St, E of Walton Pl	120	Bus pad only

780

1901 Hawks Ridge Dr
Work on Mid Town Rd
Remove existing grass in medians.
Install 7" colored and stamped concrete.



Time: 3/24/2021 1:49:16 PM

Scale: 1 In = 40 Ft

Session: C:\GTViewer_Sessions\BlankSlate.gts

City of Madison, WI - GIS/Mapping data

Printed By: erwjm

Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages

SECTION E: BIDDERS ACKNOWLEDGEMENT

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR-2021
CONTRACT NO. 8992

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Dustin Beltman
SIGNATURE

em
TITLE, IF ANY

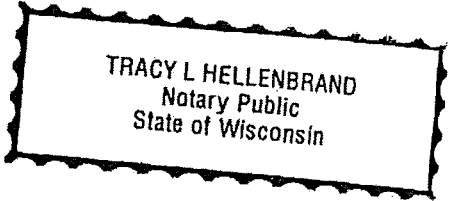
Sworn and subscribed to before me this
15TH day of April, 2021

Tracy L Hellenbrand

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 5/8/2024

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



Contract 8992 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

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

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

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

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR-2021
CONTRACT NO. 8992**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: SPEEDWAY SAND & GRAVEL, INC.
8500 GREENWAY BLVD. SUITE 202
Address: MIDDLETON, WI 53562

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

Contact Person/Title: Dustin Bittner / PM

Prime Bidder Certification

I, Dustin Bittner, PM of
Name Title
Speedway Sand & Gravel certify that the information
Company

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

Tracy Hellenbrand
Witness' Signature

Dustin Bittner
Bidder's Signature

4/15/2021
Date

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR-2021
CONTRACT NO. 8992**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
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: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: 0 %.

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR-2021

CONTRACT NO. 8992

DATE: 4/15/21

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	50.00	\$0.01	\$0.50
10802.0 - ROOT CUTTING - SIDEWALK - LF	50.00	\$0.01	\$0.50
20101.0 - EXCAVATION CUT - CY	30.00	\$30.00	\$900.00
20218.0 - CRUSHED STONE - TON	50.00	\$13.00	\$650.00
20221.0 - TOPSOIL - SY	100.00	\$8.00	\$800.00
20302.0 - SAWCUT CONCRETE FULL DEPTH - LF	75.00	\$5.00	\$375.00
20303.0 - SAWCUT ASPHALT PAVEMENT - LF	75.00	\$1.00	\$75.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	100.00	\$2.00	\$200.00
20401.0 - CLEARING - ID	10.00	\$10.00	\$100.00
20406.0 - GRUBBING - ID	10.00	\$10.00	\$100.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	2.00	\$500.00	\$1,000.00
20502.0 - ADJUST CATCH BASIN - EACH	1.00	\$350.00	\$350.00
20701.0 - TERRACE SEEDING - SY	100.00	\$4.00	\$400.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE (UNDISTRIBUTED) - EACH	5.00	\$115.00	\$575.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A (UNDISTRIBUTED) - SY	100.00	\$4.00	\$400.00
30101.0 - #4 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$15.00	\$150.00
30103.0 - #6 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$20.00	\$200.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	25.00	\$30.00	\$750.00
30301.0 - 5 INCH CONCRETE SIDEWALK - SF	500.00	\$6.00	\$3,000.00
30302.0 - 7 INCH CONCRETE SIDEWALK AND DRIVE - SF	800.00	\$6.75	\$5,400.00
30330.0 - PROFILE SAWCUT - LF	30.00	\$15.00	\$450.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - SF	320.00	\$25.00	\$8,000.00
30342.0 - TREE GRATE 4' X 8' (INCLUDING FRAME) - EACH	1.00	\$4,000.00	\$4,000.00
30501.0 - REMOVE AND REPLACE 5 INCH CONCRETE SIDEWALK-SIDEWALK REPLACEMENT PROGRAM - SF	2500.00	\$25.00	\$62,500.00
30502.0 - REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK AND DRIVE-SIDEWALK REPLACEMENT PROGRAM - SF	2500.00	\$27.00	\$67,500.00
30503.0 - REMOVE AND REPLACE CONCRETE STEPS - SIDEWALK REPLACEMENT PROGRAM - SF	20.00	\$40.00	\$800.00
30504.0 - REMOVE EXISTING ASPHALT SIDEWALK & DRIVEWAY - SIDEWALK REPLACEMENT PROGRAM - SF	100.00	\$0.50	\$50.00
30505.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	800.00	\$50.00	\$40,000.00
30506.0 - RESET BRICK PAVERS - SIDEWALK REPLACEMENT PROGRAM - SF	75.00	\$10.00	\$750.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - SY	100.00	\$50.00	\$5,000.00
40364.0 - ADJUST INLET CASTING, TYPE "H" - RESURFACING - EACH	2.00	\$400.00	\$800.00
40366.0 - REBUILD INLET - RESURFACING - EACH	1.00	\$1,200.00	\$1,200.00
40411.0 - CONCRETE PAVEMENT RECONSTRUCTION - SY	300.00	\$220.00	\$66,000.00
90001.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK - SIDEWALK REPLACEMENT PROGRAM - SF	200.00	\$28.00	\$5,600.00
90002.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	50.00	\$52.00	\$2,600.00
90003.0 - 7 INCH STAMPED AND COLORED CONCRETE - SF	1700.00	\$20.80	\$35,360.00
90004.0 - REMOVE AND REPLACE 7 INCH COLORED CONCRETE SIDEWALK - SF	50.00	\$18.90	\$945.00
90005.0 - BUS PAD - SF	900.00	\$25.00	\$22,500.00
38 Items	Totals		\$339,481.00



Department of Public Works
Engineering Division

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

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

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

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

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

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

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

November 11, 2019
DATE

Nicole Stillings
AGENT SIGNATURE

1600 Aspen Commons, Suite 990
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-242-2551
TELEPHONE NUMBER

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

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

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

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

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



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



By: Brian M. Hodges
Vice President

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

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

CERTIFICATE OF BIENNIAL BID BOND

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

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12-10-19

DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 5th day of May, in the year Two Thousand and Twenty-One between SPEEDWAY SAND & GRAVEL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 4, 2021, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR-2021 CONTRACT NO. 8992

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED EIGHTY-ONE AND NO/100 (\$339,481.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR-2021
CONTRACT NO. 8992**


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.

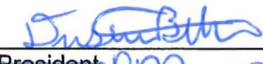


Witness
May 5, 2021
Date

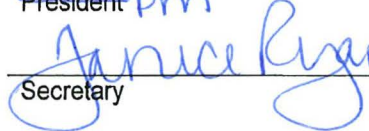


Witness
May 5, 2021
Date

Company Name



President *pm* May 5, 2021
Date

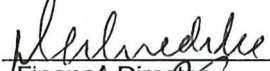


Secretary May 5, 2021
Date


CITY OF MADISON, WISCONSIN

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


Approved as to form:



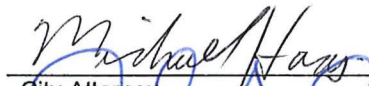
Finance Director
5/18/21
Date



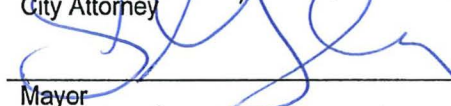
Witness
5/20/21
Date



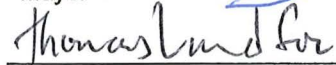
Witness
5/13/21
Date



City Attorney
5/19/21
Date



Mayor
5/20/21
Date



Thomas Lund for
5/13/21
Date

Bond No. 9354814

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **SPEEDWAY SAND & GRAVEL, INC.**, as principal, and **Fidelity and Deposit Company of Maryland** Company of **Schaumburg, IL** as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED EIGHTY-ONE AND NO/100 (\$339,481.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

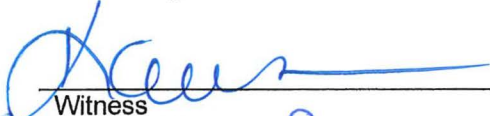
**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR-2021
CONTRACT NO. 8992**

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 5th day of May, 2021

Countersigned:

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


Witness

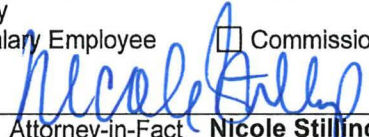

President *pm* Seal *NA*


Secretary

Approved as to form:

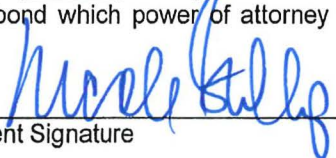
Fidelity and Deposit Company of Maryland
Surety Seal
 Salary Employee Commission


City Attorney

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

May 5, 2021
Date


Agent Signature

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

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

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

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



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of May, 2021.



By: Brian M. Hodges
Vice President

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

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