

Contract Routing Form

ROUTING: Routine

printed on: 04/08/2020

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

Project: Alleys Reconstruction Assessment District - 2020

Contract No.: 8121  
Enactment No.: RES--20-00250  
Dollar Amount: 487,175.73

File No.: 60032  
Enactment Date: 04/03/2020

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-9-2020	4-9-2020
Director of Civil Rights	4-10-2020	4-10-2020
Risk Manager	4/13/2020	4/13/2020 REN
Finance Director	4/13/2020	4/14/2020
City Attorney	4/15/2020	4/17/2020 JAC
Mayor	4/20/2020	4/21/2020

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

Original + 2 Copies

04/08/2020 15:21:50 enjls - Jim Wolfe 266-4099

Dis Rights: OK (N/A) Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: See above  
AA Plan: Approved  
Amendment / Addendum #  
Type: POS / Exp / Sbdv / Govt /  
Grant / PW / Goal / Loan / Agrmt



## Legislation Details (With Text)

**File #:** 60032      **Version:** 1      **Name:** Awarding Public Works Contract No. 8121, Alleys Reconstruction Assessment District - 2020.

**Type:** Resolution      **Status:** Passed

**File created:** 3/17/2020      **In control:** Engineering Division

**On agenda:** 3/31/2020      **Final action:** 3/31/2020

**Enactment date:** 4/3/2020      **Enactment #:** RES-20-00250

**Title:** Awarding Public Works Contract No. 8121, Alleys Reconstruction Assessment District - 2020. (13th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 8121.pdf, 2. 8121.pdf

Date	Ver.	Action By	Action	Result
3/31/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
3/25/2020	1	BOARD OF PUBLIC WORKS		
3/18/2020	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Alleys Reconstruction Assessment District - 2020 at a total cost of \$526,140, including contingency. Funding is available for this project in the 2020 Adopted Capital Budget for Engineering - Major Streets Reconstruction Streets (MUNIS 11677).

Awarding Public Works Contract No. 8121, Alleys Reconstruction Assessment District - 2020. (13th AD)

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

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

See attached document (Contract No. 8121) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8121  
ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020

SPEEDWAY SAND & GRAVEL, INC.

\$487,175.73

Acct. No. 11677-402-170:54410 (91350)	\$341,382.02
Contingency 8%±	<u>27,307.98</u>
Sub-Total	\$368,690.00
Acct. No. 11677-402-174:54445 (91345)	\$85,446.63
Contingency 8%±	<u>6,833.37</u>
Sub-Total	\$92,280.00
Acct. No. 11677-84-174:54445 (91345)	\$60,347.08
Contingency 8%±	<u>4,822.92</u>
Sub-Total	\$65,170.00
GRAND TOTAL	<u>\$526,140.00</u>



[Details](#)   [Reports](#)

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**Attachments:** 1. [Contract 8121.pdf](#), 2. [8121.pdf](#)

[History \(3\)](#)   [Text](#)

3 records <a href="#">Group</a> <a href="#">Export</a>						
Date	Ver.	Action By	Action	Result	Action Details	Watch
3/31/2020	1	COMMON COUNCIL			Not available	Not available
3/25/2020	1	BOARD OF PUBLIC WORKS			Not available	Not available
3/18/2020	1	Engineering Division	Refer		<a href="#">Action details</a>	Not available

Jurisdiction: Wisconsin

### Demographics

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

### Address

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

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

### Company Type

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

### Appointments

Show 10 entries Showing 1 to 2 of 1412 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Property	04/22/2019	01/08/2020	03/15/2021
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Casualty	04/22/2019	01/08/2020	03/15/2021

First Previous 1 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

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No results found.

### Name Change History

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

\$487,175.73  
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8121

MUNIS NO. 11677

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 31, 2020

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020  
CONTRACT NO. 8121**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: jmw



## 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:	ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO.:	8121
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	FEBRUARY 28, 2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 27, 2020
BID SUBMISSION (2:00 P.M.)	MARCH 5, 2020
BID OPEN (2:30 P.M.)	MARCH 5, 202
PUBLISHED IN WSJ	FEBRUARY 20 & FEBRUARY 27, 2020

SBE PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 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](http://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](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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



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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8121

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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

This project consists of reconstructing several alleys on the City's west side, which includes installation of storm sewer, installation of gravel base, curb and gutter, asphalt pavement and concrete pavement, and other miscellaneous work, as necessary.

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

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

The Contractor shall use care around all existing trees, plantings, fences, walls, buildings, driveways, landscaping pavers, utilities, street lights, traffic signals, and other street infrastructure that are to remain. Any items not specifically called out for removal are to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The contractor shall coordinate with all necessary utilities and any conflict resolution efforts, which includes relocations of poles or facilities, as necessary. The Contractor shall also coordinate with utility companies to have utility structures (manholes, handholes, valves, etc) adjusted as necessary. The contractor shall provide a minimum of 7 days' notice to utilities prior to needing the structure adjustment.

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

When working within the 1800 block of the Jefferson-Adams Alley, the Contractor shall coordinate with the City's Archaeological Consultant to have monitoring of construction and excavation activities, as necessary. Contact the Engineer for a copy of the report or additional contact information.

#### **SECTION 107.7 MAINTENANCE OF TRAFFIC**

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, at 215 Martin Luther King Jr Blvd., Madison, WI 53703, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a

traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

At all locations, the Contractor shall maintain two-way traffic on all cross streets, which includes Van Buren St., Harrison St., Grant St., Orchard St. and Charter St. Two-way traffic may be maintained by use of flag persons. The only exceptions to maintaining two-way traffic on cross streets are: Harrison St. between Adams St. and Vilas Ave. may be closed for up to 3 consecutive days, and Orchard St. between Chandler St. and Vilas Ave. may be closed for up to 3 consecutive days. Contractor shall submit a traffic control plan to Traffic Engineering a minimum of 10 calendar days prior to the closures, and the closure may not proceed until the traffic control plan is approved. Closures and the necessary signage may need to be coordinated with other projects in the vicinity of this project, including work on Vilas Ave. between Garfield and around the Bear Mound Park and Campbell St. between Vilas Ave. and Drake St.

The Contractor may remove parking on the cross streets adjacent to the alleys, only while work is taking place on that particular alley. The Contractor is responsible for posting and maintaining any temporary "No Parking" signs, and these signs may be posted no more than 5 working days prior to starting work on the alley, and shall be removed promptly upon completion of work on the alley. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

Maintain sidewalk access on one side of the cross streets at all times.

Driveway access to the properties within the alleys may be closed for a maximum of 20 calendar days. Written notice shall be provided to affected residents a minimum of 48 hours prior to the closure. At all other times, the Contractor shall maintain access to the driveways within the alleys from at least one end of the alley, including times outside of working hours.

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

Contact Alexandra Heinritz, City of Madison Traffic Engineering, at 267-1102 for questions on this spec.

#### **SECTION 107.8            NOTIFICATION WHEN CLOSING STREET**

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor

removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

**SECTION 107.10      OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

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

**SECTION 109.2      PROSECUTION OF WORK**

The Contractor may begin work as early as APRIL 27, 2020. All work under this contract shall be completed by OCTOBER 24, 2020.

Once work begins on any particular alley, all work within that alley shall be completed within **40 Calendar Days**. Contractor shall provide a minimum of 3 weeks' notice prior to starting work within any alley. Failure to provide sufficient notice may result in a delayed start date, and no additional compensation or contract time will be granted.

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

**BID ITEM 10701 – TRAFFIC CONTROL**  
**BID ITEM 10911 – MOBILIZATION**

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

**SECTION 107.6      DUST PROOFING**

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

**SECTION 108.2      PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit.

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

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

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

The excavation cut necessary to install the panels and base material to the depths shown on the typical section detail drawings has been included in the plan quantity for the excavation cut bid item. Additional excavation cut below the typical subgrade that is necessary to reach the sand layer of the soil underlying the pervious concrete panels shall be measured and paid as undercut.

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

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

### **BID ITEM 40382 – REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED – RESURFACING**

This item shall be used in locations where existing curb and gutter needs to be removed and replaced in order to install new storm sewer.

### **BID ITEM 40401 – 8 INCH CONCRETE PAVEMENT**

#### **DESCRIPTION**

8 Inch Concrete Pavement shall be constructed in accordance with the standard specifications and per the plans and detail drawings. The concrete pavement shall be constructed without a longitudinal joint along the centerline which shall act as a flow line. Any curb identified on the plans shall be constructed to be monolithic with the concrete pavement and shall be included with this item. Typical spacing of transverse joints shall be 12' to 15'.

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

The sewer designer for the project is Jim Wolfe. He may be contacted at (608) 266-4099 or [jwolfe@cityofmadison.com](mailto:jwolfe@cityofmadison.com).

#### **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 697 feet of new storm sewer of various sizes ranging from 12" to 15".

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

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

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

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

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

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

This contract includes 3 additional undistributed ULOs to be performed at the direction of the Engineer.

### **BID ITEM 90001 – PRECAST PERVIOUS CONCRETE PAVEMENT**

#### **DESCRIPTION**

This work shall consist of providing and installing precast pervious concrete pavement panels. Typical panel dimensions shall measure 5'x10', which shall be installed at the location indicated on the plans and per the detail drawing. The precast pervious concrete shall be installed per the manufacturer's specification, including any jointing and connection methods, and any finishing necessary to complete the installation. The precast concrete panels will shall have the following specifications at a minimum

Minimum 4,000 psi compression strength  
(based off average flexural strengths of 500 psi per ASTM C78)

Infiltration rate of 500 inches/hour per ASTM C1701

Void Ratio depending on application range from 15-25%

Contractor shall excavate and grade to the depths as indicated on the detail drawings and as shown on profile drawings. This includes excavation to the sand layer of the underlying soils. Excavation will be measured and paid as described under that bid item.

Precast Concrete Panels shall be installed on a base of 1" clear stone, which shall be installed within the excavated area for the pervious panels and will be paid separately. A 1.5" leveling layer shall be used between the pervious concrete panels and the clear stone base. The leveling course shall consist of 3/8" densely graded crushed aggregate, and the leveling layer is included with this bid item. Wrap the excavated area with geotextile fabric prior to placing clear stone base, which will be paid under the appropriate bid item.

#### **METHOD OF MEASUREMENT**

The precast pervious concrete will be measured by the Square Yard acceptably installed.

#### **BASIS OF PAYMENT**

This item, measured as provided above, shall be paid for at the contract unit price for supplying and installing precast pervious concrete panels, which price shall be full compensation for furnishing all materials and preparation of subbase; for placing, finishing, jointing and expansion joints; preparation and installation of the level base course, and for all labor, tools, equipment and incidentals necessary to complete the work as described.

## **BID ITEM 90002 – TREE ROOT INVESTIGATION**

### **DESCRIPTION**

This work shall consist of non-mechanical excavation methods to expose tree roots for further investigation at the locations indicated on the plans. The Contractor shall schedule the work with the Engineer and the City Forester at least 48 hours prior to completing the work. The Contractor shall use compressed air, or other methods as approved by the Engineer and City Forester, to excavate an area with an approximate maximum radius of 8 ft. around the identified trees, as measured from the root flare. The City Forester will determine the final limits in the field. Hydro-excavating the root area will not be considered an allowed method.

During the compressed air excavation, the Contractor shall provide appropriate screening and/or a vacuum to prevent soil and debris from being thrown beyond the project limits or on to private property. If debris is not properly contained, the Contractor shall clean up and remove the debris from all affected areas. Any damages to property resulting from the debris or any necessary clean-up efforts shall be remedied by the Contractor at Contractor's expense.

All excavation work shall be completed in a manner to prevent damage to the tree roots. Any damage to the roots or trees will be addressed per Section 107.13 of the Standard Specifications.

Once the roots are exposed, The Contractor shall coordinate with the City Forester and the Construction Engineer to inspect the tree roots and to determine the appropriate limits and methods of the work to be completed around the tree in order to not significantly impact the health of the trees.

Upon completion of the inspection, the Contractor shall immediately backfill the exposed root areas, which shall be completed the same day as the excavation. In areas under the alley, the Contractor shall use select fill or, if graded appropriately, the necessary base material, as identified on the plans and details, may be placed and paid under the appropriate bid item(s). Topsoil shall be placed in the area around the tree that will not be under the roadway, which shall be paid under the topsoil bid item.

If directed by the City Forester, the Contractor shall water the area around the investigated tree. Any necessary watering is included with this bid item.

### **METHOD OF MEASUREMENT**

Tree Root Investigation will be measured by Each tree location excavated, investigated, and backfilled.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90003 – 1" CLEAR STONE**

### **DESCRIPTION**

The work under this item shall consist of furnishing and installing 1" Clear Stone as the base material for the pervious concrete pavement. 1" Clear Stone shall be installed at the locations indicated on the plans and to the depths indicated on the detail drawings.

This item shall include all materials, equipment, labor, and incidentals necessary to complete the work. Work shall be completed in accordance with Section 310 Open Graded Base of the State of Wisconsin Standard Specifications.

## **MATERIALS**

The Contractor shall use crushed aggregate at a gradation conforming to Section 310 of the State of Wisconsin Standard Specifications for 1" clear.

## **METHOD OF MEASUREMENT**

1" Clear Stone Installed shall be measured by the Ton acceptably completed.

## **BASIS OF PAYMENT**

1" Clear Stone Installed shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all materials, equipment, labor, and incidentals required to complete the work as set forth in the description.

### **BID ITEM 90004 – ALLEY CONCRETE CURB & GUTTER** **BID ITEM 90005 – MOUNTABLE ALLEY CONCRETE CURB & GUTTER** **BID ITEM 90006 – REJECT ALLEY CONCRETE CURB & GUTTER**

## **DESCRIPTION**

These items shall be installed per the plans and detail drawings. All work and materials shall be in accordance with Part III of the City of Madison Standard Specifications. Curbs and gutters shall be transitioned as necessary to match the inlet casting types indicated on the plans, and to match adjacent sidewalks, driveways, and other adjacent items. Curbs and gutters shall be transitioned between the different types at the locations indicated on the plans.

## **MEASUREMENT AND PAYMENT**

These items shall be measured by the Linear Foot and paid per the contract unit price in accordance with Article 302 of the Standard Specifications, including payment for any transition areas.

### **BID ITEM 90007 – 8-INCH PVC WRAPPED UNDERDRAIN**

## **DESCRIPTION**

This item shall include all labor, equipment, materials, and incidentals required to install and connect eight inch perforated SDR-26 PVC in locations and depths in accordance with the plans and detail drawings. The SDR\_26 PVC pipe shall be perforated by hand drilling 3/8" holes every six-inch on center. The perforated pipe shall be wrapped in Geotextile fabric, type SAS, and the Geotextile fabric shall be paid under an individual bid item.

## **MATERIALS**

The Contractor shall use SDR-26 PVC pipe in accordance with Part V of the City of Madison Standard Specifications.

## **METHOD OF MEASUREMENT**

8-INCH PVC WRAPPED UNDERDRAIN shall be measured by the linear foot acceptably installed.

## **BASIS OF PAYMENT**

8-INCH PVC WRAPPED UNDERDRAIN shall be measured as described above and shall be paid at the contract unit price which shall include full compensation for all materials, equipment, labor, and incidentals required to complete the work as set forth in the description.



NOTES

1. The boundary lines between different soil strata, as shown on the Soil Boring Records, are approximate and may be gradual.
2. The drillers' field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Soil Boring Records contain the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the drillers' field logs and soil samples and/or laboratory test results.
3. We define "Caved Level" as the depth below the existing ground surface at a boring location where the soils have collapsed into the borehole following removal of the drilling tools.
4. We define "Water Level" as the depth below the existing ground surface at a boring location to the level of water in the open borehole at the time indicated unless otherwise defined on the Soil Boring Records.
5. We define "at completion" for a boring as being the time when our drilling crew has completed the removal of all drilling tools from the borehole.
6. The Notes and Legend Record and the Soil Boring Records should not be separated.

RELATIVE PERCENTAGE TERMS

no	0%
trace	<5%
few	5 to <10%
little	10 to <30%
some	30 to < 50%

TEST RESULTS LEGEND

q<sub>p</sub> = Penetrometer reading, <sup>ton</sup>/ft<sup>2</sup>

RELATIVE MOISTURE TERMS AT TIME OF SAMPLING

Frozen or F = Frozen material  
 Dry = Dusty, dry to touch, absence of moisture  
 Moist or M = Damp to touch, no visible water  
 Wet or W = Visible free water

DRILLING METHODS LEGEND

HSA = Continuous flight hollow-stem augers

SAMPLER TYPE LEGEND



Sample obtained from the auger flights



2-inch-outside-diameter, split-barrel sampler

**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713  
 Phone: 608-274-7600 • 888-866-SOIL (7645)  
 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

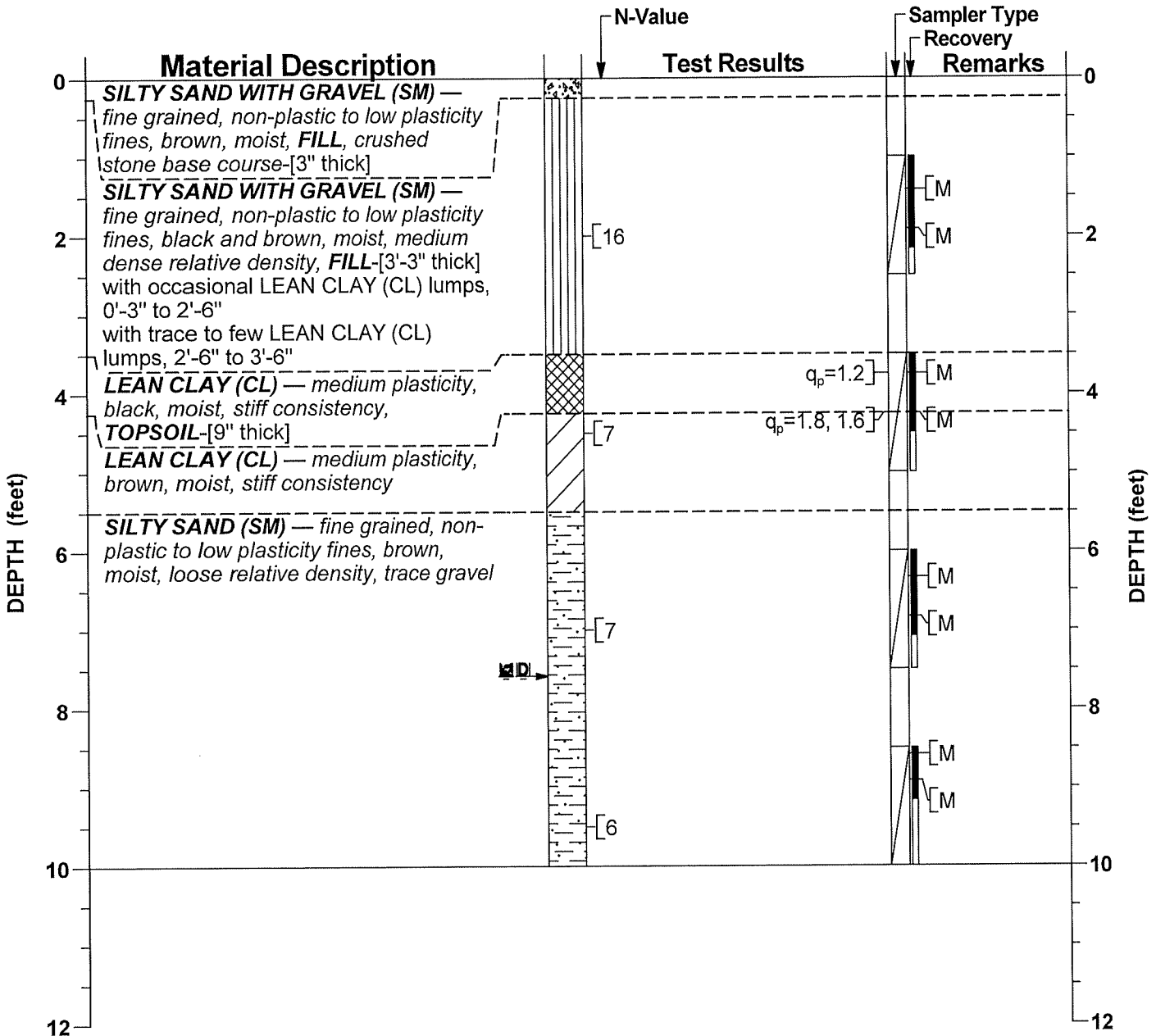
**NOTES AND LEGEND RECORD**  
 Alley between Jefferson Street & Adams Street  
 Van Buren Street to Grant Street  
 Alley between Adams Street & Vilas Avenue  
 Harrison Street to Grant Street  
 City of Madison, Dane County, Wisconsin

13300.09

General Location: **Assuming Alley runs East-West. 1-foot west and 6 feet north of northeast corner of 1912 Adams Street garage**

**Boring BH-1**

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>22</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>D-25 Skid</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Madison) 7 N</b>	¼: <b>SW</b>	LOG REVIEW: <b>CMB</b>	HAMMER TYPE: <b>Automatic</b>	TOTAL DEPTH: <b>10'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>9 E</b>	¼ ¼: <b>SE</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>11/30/2018</b>	DATE COMPLETED: <b>11/30/2018</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
<b>D</b> 7'-7" Dry at completion	<b>☒</b> 7'-7" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	10'-0"	5.6"
SAMPLING METHOD(S): ASTM D1586						
SURFACE PATCH: —						
BACKFILL: Auger Cuttings, Caved Soil						

The Notes and Legend Record is considered a part of this Soil Boring Record.

**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713  
 Phone: 608-274-7600 • 888-866-SOIL (7645)  
 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

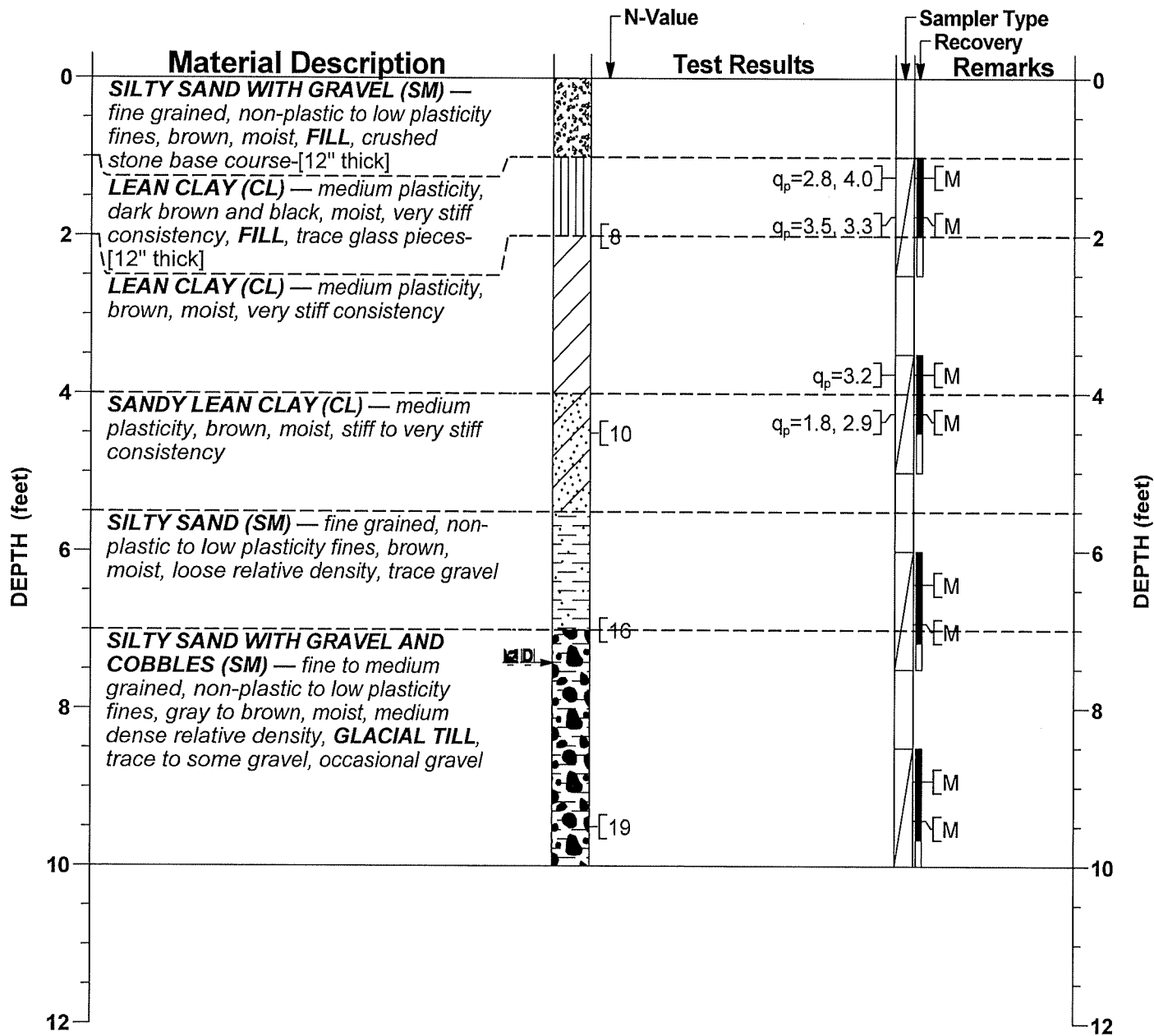
**SOIL BORING RECORD**  
 Alley between Jefferson Street & Adams Street  
 Van Buren Street to Grant Street  
 Alley between Adams Street & Vilas Avenue  
 Harrison Street to Grant Street  
 City of Madison, Dane County, Wisconsin

13300.09

General Location: **Assuming Alley runs East-West. 168 feet west of west edge of Grant Street pavement, 19 feet north of north wall of 1814 Adams Street garage**

**Boring BH-2**

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>22</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>D-25 Skid</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Madison) 7 N</b>	¼: <b>SW</b>	LOG REVIEW: <b>CMB</b>	HAMMER TYPE: <b>Automatic</b>	TOTAL DEPTH: <b>10'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>9 E</b>	¼¼: <b>SE</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>11/30/2018</b>	DATE COMPLETED: <b>11/30/2018</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
7'-5" Dry at completion	7'-5" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	10'-0"	5.6"
SAMPLING METHOD(S): ASTM D1586						
SURFACE PATCH: —						
BACKFILL: Auger Cuttings, Caved Soil						

The Notes and Legend Record is considered a part of this Soil Boring Record.

**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713  
 Phone: 608-274-7600 • 888-866-SOIL (7645)  
 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

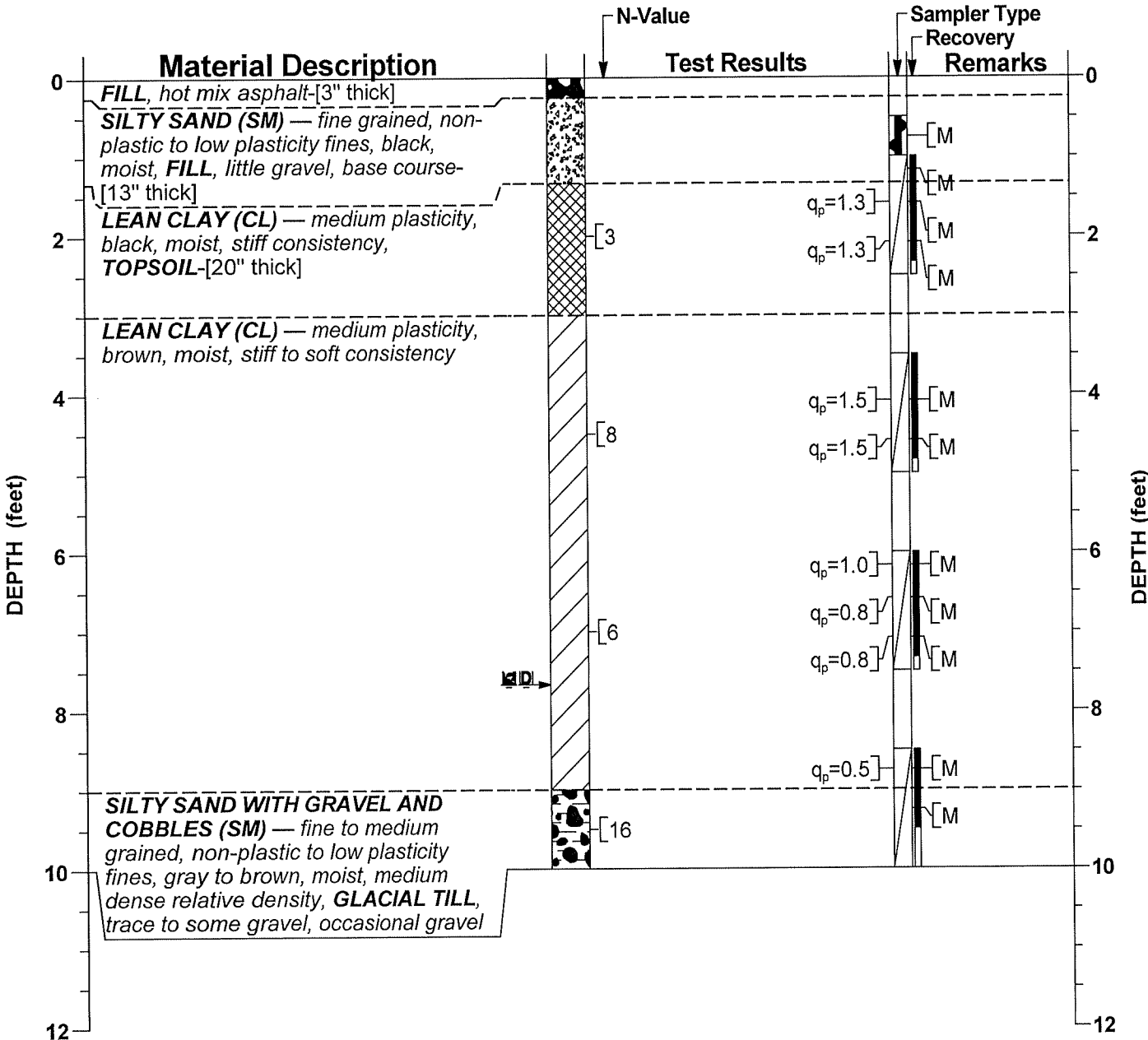
**SOIL BORING RECORD**  
 Alley between Jefferson Street & Adams Street  
 Van Buren Street to Grant Street  
 Alley between Adams Street & Vilas Avenue  
 Harrison Street to Grant Street  
 City of Madison, Dane County, Wisconsin

13300.09

General Location: **Assuming Alley runs East-West. 2.5 feet west and 12 feet south of southwest corner of 1813 Adams Street garage**

**Boring BH-3**

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>22</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>D-25 Skid</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Madison) 7 N</b>	¼: <b>SW</b>	LOG REVIEW: <b>CMB</b>	HAMMER TYPE: <b>Automatic</b>	TOTAL DEPTH: <b>10'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>9 E</b>	¼: <b>SE</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>11/30/2018</b>	DATE COMPLETED: <b>11/30/2018</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
7'-8" Dry at completion	7'-8" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	10'-0"	5.6"

SAMPLING METHOD(S): ASTM D1586  
 SURFACE PATCH: Cold Mix Asphalt Patching Compound  
 BACKFILL: Auger Cuttings, Caved Soil

The Notes and Legend Record is considered a part of this Soil Boring Record.

**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713  
 Phone: 608-274-7600 • 888-866-SOIL (7645)  
 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

**SOIL BORING RECORD**  
 Alley between Jefferson Street & Adams Street  
 Van Buren Street to Grant Street  
 Alley between Adams Street & Vilas Avenue  
 Harrison Street to Grant Street  
 City of Madison, Dane County, Wisconsin

13300.09

NOTES

1. The boundary lines between different soil strata, as shown on the Soil Boring Record, are approximate and may be gradual.
2. The drillers' field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Soil Boring Record contain the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the drillers' field logs and soil samples and/or laboratory test results.
3. We define "Caved Level" as the depth below the existing ground surface at a boring location where the soils have collapsed into the borehole following removal of the drilling tools.
4. We define "Water Level" as the depth below the existing ground surface at a boring location to the level of water in the open borehole at the time indicated unless otherwise defined on the Soil Boring Record.
5. We define "at completion" for a boring as being the time when our drilling crew has completed the removal of all drilling tools from the borehole.
6. The Notes and Legend Record and the Soil Boring Record should not be separated.

RELATIVE PERCENTAGE TERMS

no	0%
trace	<5%
few	5 to <10%
little	10 to <30%
some	30 to < 50%

TEST RESULTS LEGEND

$q_p$  = Penetrometer reading,  $\frac{\text{ton}}{\text{ft}^2}$


RELATIVE MOISTURE TERMS AT TIME OF SAMPLING


Frozen or F = Frozen material  
 Dry = Dusty, dry to touch, absence of moisture  
 Moist or M = Damp to touch, no visible water  
 Wet or W = Visible free water

DRILLING METHODS LEGEND

HSA = Continuous flight hollow-stem augers

SAMPLER TYPE LEGEND

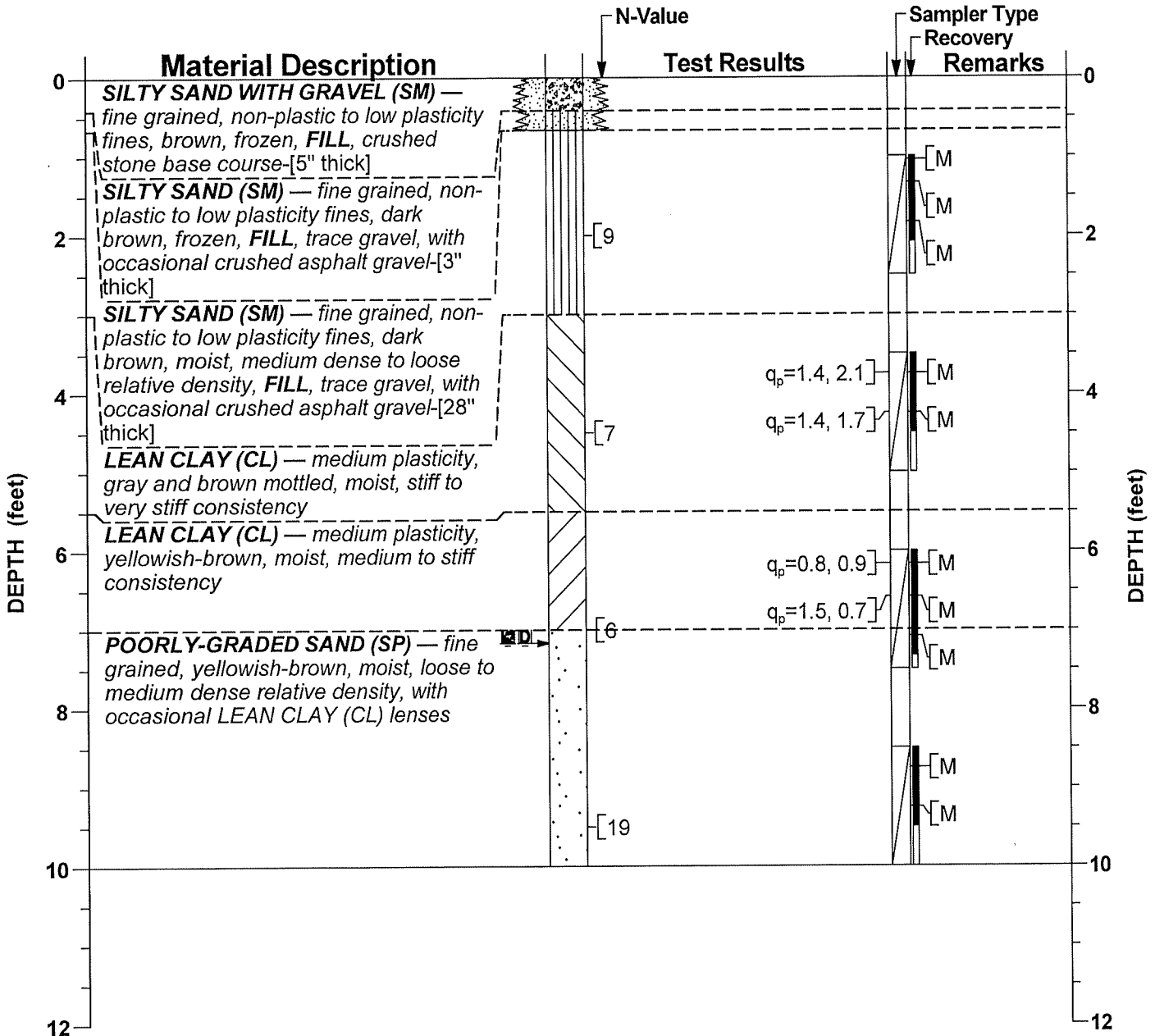
 2-inch-outside-diameter, split-barrel sampler

 <p><b>Soils &amp; Engineering Services, Inc.</b>                  1102 STEWART STREET • MADISON, WISCONSIN 53713                  Phone: 608-274-7600 • 888-866-SOIL (7645)                  Fax: 608-274-7511 • Email: soils@soils.ws                  CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p><b>NOTES AND LEGEND RECORD</b>                  Alley between Chandler Street and Vilas Avenue                  S Randall Avenue to S Orchard Street                  City of Madison, Dane County, Wisconsin</p>	<p>13300.08</p>
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General Location: **20 feet north of north wall of 1324 Vilas Avenue garage, 196 feet west of the west edge of the S Orchard Street pavement**

**Boring BH-1**

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>22</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>D-25 Skid</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Madison) 7 N</b>	¼: <b>SE</b>	LOG REVIEW: <b>CMB</b>	HAMMER TYPE: <b>Automatic</b>	TOTAL DEPTH: <b>10'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>9 E</b>	¼ ¼: <b>SE</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>11/30/2018</b>	DATE COMPLETED: <b>11/30/2018</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
<b>D</b> 7'-2" Dry at completion	0'-0" to 0'-8" Frozen
	7'-2" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	10'-0"	5.6"
SAMPLING METHOD(S): ASTM D1586						
SURFACE PATCH: —						
BACKFILL: Auger Cuttings, Caved Soil						

The Notes and Legend Record is considered a part of this Soil Boring Record.

<p><b>Soils &amp; Engineering Services, Inc.</b>          1102 STEWART STREET • MADISON, WISCONSIN 53713          Phone: 608-274-7600 • 888-866-SOIL (7645)          Fax: 608-274-7511 • Email: soils@soils.ws</p>	<p><b>SOIL BORING RECORD</b>          Alley between Chandler Street and Vilas Avenue          S Randall Avenue to S Orchard Street          City of Madison, Dane County, Wisconsin</p>	13300.08
	<p>CONSULTING CIVIL ENGINEERS SINCE 1966</p>	

NOTES

1. The boundary lines between different soil strata, as shown on the Boring Log Record, are approximate and may be gradual.
2. The boring field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Boring Log Record contains the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the boring field logs and soil samples and/or laboratory test results.
3. We define "Caved Level" as the depth below the existing ground surface at a boring location where the soils have collapsed into the borehole following removal of the drilling tools.
4. We define "Water Level" as the depth below the existing ground surface at a boring location to the level of water in the open borehole at the time indicated unless otherwise defined on the Boring Log Record.
5. We define "at completion" for a boring as being the time when our drilling crew has completed the removal of all drilling tools from the borehole.
6. The Notes and Legend Record and the Boring Log Record should not be separated.

RELATIVE PERCENTAGE TERMS

no	0%
trace	<5%
few	5 to <10%
little	10 to <30%
some	30 to < 50%

TEST RESULTS LEGEND

$q_p$  = Penetrometer reading,  $\frac{\text{ton}}{\text{ft}^2}$

RELATIVE MOISTURE TERMS AT TIME OF SAMPLING

Frozen or F = Frozen material  
 Dry = Dusty, dry to touch, absence of moisture  
 Moist or M = Damp to touch, no visible water  
 Wet or W = Visible free water

DRILLING METHODS LEGEND

HSA = Continuous flight hollow-stem augers

SAMPLER TYPE LEGEND



Grab sample



2-inch-outside-diameter, split-barrel sampler

**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713  
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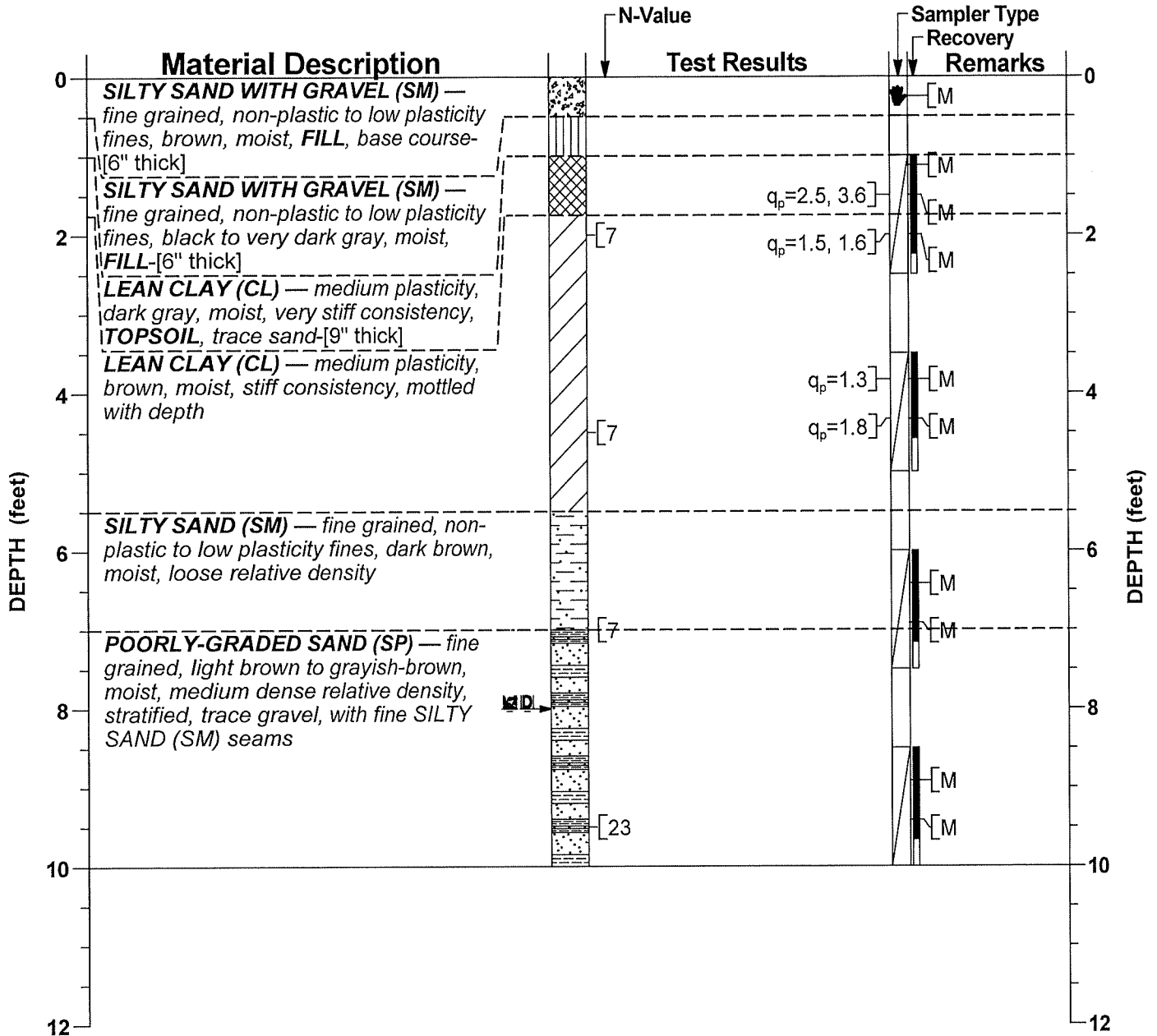
**NOTES AND LEGEND RECORD**  
 1200 Block Alley  
 Between Chandler Street and Vilas Avenue  
 City of Madison, Dane County, Wisconsin

13300.36

General Location: 150 feet east of the back of the east curb for Orchard Street, Alley

### Boring BH-1

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>22</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Madison) 7 N</b>	¼: <b>SE</b>	LOG REVIEW: <b>SLF</b>	HAMMER TYPE (EFFICIENCY): <b>Automatic (91%)</b>	TOTAL DEPTH: <b>10'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>9 E</b>	¼ ¼: <b>SE</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>12/12/2019</b>	DATE COMPLETED: <b>12/12/2019</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
8'-0" Dry at completion	8'-0" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	10'-0"	6.3"
SAMPLING METHOD(S): ASTM D1586						
SURFACE PATCH: —						
BACKFILL: Auger Cuttings, Caved Soil						

The Notes and Legend Record is considered a part of this Boring Log Record.

<p><b>Soils &amp; Engineering Services, Inc.</b>          1102 STEWART STREET • MADISON, WISCONSIN 53713          Phone: 608-274-7600 • 888-866-SOIL (7645)          Fax: 608-274-7511 • Email: soils@soils.ws          CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p><b>BORING LOG RECORD</b>          1200 Block Alley          Between Chandler Street and Vilas Avenue          City of Madison, Dane County, Wisconsin</p>	13300.36
	<p>Printed on 1/20/2020</p>	





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

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

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

**Deputy Division Manager**  
Kathleen M. Cryan

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

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

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

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

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

March 3, 2020

NOTICE OF ADDENDUM  
ADDENDUM NO. 1  
CONTRACT NO. 8121

ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020

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

**SPECIAL PROVISIONS:**

**ADD TO BID ITEM 90001 – PRECAST PERVIOUS CONCRETE PAVEMENT**

Precast Pervious Concrete Panels shall be interlocking, tongue and groove connections, such that the panels remain fixed in place once set. Additional or alternative methods of connecting panels shall be approved by the Engineer prior to installation.

**ADD TO BID ITEM 90003 – 1” CLEAR STONE**

1” Clear Stone shall be used to backfill any undercut areas under the pervious pavement area. This includes where additional excavation cut is performed to grade down to the sand layer.

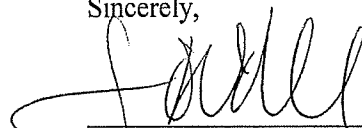
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

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

Sincerely,

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

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020  
CONTRACT NO. 8121**

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 - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_ of \_\_\_\_\_; 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 Bittner  
SIGNATURE

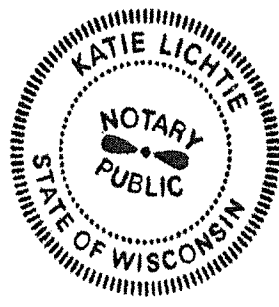
DM  
TITLE, IF ANY

Sworn and subscribed to before me this 5th day of March, 2020.

Katie Lichte  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 01-06-23

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



Contract 8121 – 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

ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020  
CONTRACT NO. 8121

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  
Address: 8500 Greenway Blvd Suite 202 Middleton WF 53562  
Telephone Number: 608-836-1071 Fax Number: 608-836-7485  
Contact Person/Title: Kate White

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.

[Signature]  
Witness' Signature

[Signature]  
Bidder's Signature

3/5/20  
Date

**ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020  
CONTRACT NO. 8121**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	3	% of Total Bid Amount
Jo's Construction & Landscaping Inc.	Landscaping		1.5 %
Neil Schlaugh Trucking	Trucking		1.5 %
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal SBE who are NOT suppliers:</b>		3	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b>	_____ % x 0.6 = _____	% (discounted to 60%)
<b>Total Percentage of SBE Utilization:</b>	3	%

**ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020**

CONTRACT NO. 8121  
DATE: 3/5/2020

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$3,320.00	\$3,320.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$60,449.00	\$60,449.00
20101 - EXCAVATION CUT - C.Y.	1475.00	\$24.00	\$35,400.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	400.00	\$2.30	\$920.00
20219 - BREAKER RUN - TON	390.00	\$18.45	\$7,195.50
20221 - TOPSOIL - S.Y.	330.00	\$12.00	\$3,960.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	700.00	\$6.00	\$4,200.00
20401 - CLEARING - I.D.	43.00	\$69.50	\$2,988.50
20402 - GRUBBING - I.D.	43.00	\$69.50	\$2,988.50
20701 - TERRACE SEEDING - S.Y.	330.00	\$4.00	\$1,320.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	330.00	\$6.00	\$1,980.00
30210 - ALLEY GUTTER - L.F.	1553.00	\$19.00	\$29,507.00
30302 - 5 INCH CONCRETE SIDEWALK - S.F.	300.00	\$9.75	\$2,925.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	800.00	\$10.65	\$8,520.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 OR NO. 3 - TON	1155.00	\$29.15	\$33,668.25
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	290.00	\$97.50	\$28,275.00
40401 - 8 INCH CONCRETE PAVEMENT - S.Y.	726.00	\$84.00	\$60,984.00
90001 - PRECAST PERVIOUS CONCRETE PAVEMENT - S.Y.	111.00	\$257.05	\$28,532.55
90002 - TREE ROOT INVESTIGATION - EACH	3.00	\$1,800.00	\$5,400.00
90003 - 1" CLEAR STONE - TON	230.00	\$39.25	\$9,027.50
90004 - ALLEY CONCRETE CURB & GUTTER - L.F.	317.00	\$21.50	\$6,815.50
90005 - MOUNTABLE ALLEY CONCRETE CURB & GUTTER - L.F.	201.00	\$21.50	\$4,321.50
90006 - REJECT ALLEY CONCRETE CURB & GUTTER - L.F.	203.00	\$21.50	\$4,364.50
90007 - 8-INCH PVC WRAPPED UNDERDRAIN - L.F.	200.00	\$9.86	\$1,972.00
20217 - CLEAR STONE - TON	750.00	\$5.00	\$3,750.00
21011 - CONSTRUCTION ENTRANCE - EACH	10.00	\$100.00	\$1,000.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$975.00	\$975.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	200.00	\$7.00	\$1,400.00
21049 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH	19.00	\$300.00	\$5,700.00
21050 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH	38.00	\$50.00	\$1,900.00
21051 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	19.00	\$25.00	\$475.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	481.00	\$79.07	\$38,032.67
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	28.00	\$79.07	\$2,213.96
50741 - TYPE H INLET - EACH	10.00	\$3,000.00	\$30,000.00
20313 - REMOVE INLET - EACH	1.00	\$875.00	\$875.00
20503 - ADJUST INLET - EACH	2.00	\$350.00	\$700.00
40301 - FULL WIDTH GRINDING - S.Y.	240.00	\$16.25	\$3,900.00
40382 - REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED - RESURFACING - L.F.	30.00	\$48.50	\$1,455.00
50211 - SELECT BACKFILL STORM SEWER - L.F.	697.00	\$1.00	\$697.00
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	46.00	\$96.50	\$4,439.00
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	188.00	\$82.60	\$15,528.80
50723 - 3'X3' STORM SAS - EACH	3.00	\$4,900.00	\$14,700.00
50792 - STORM SEWER TAP - EACH	4.00	\$1,700.00	\$6,800.00
50801 - UTILITY LINE OPENING (ULO) - EACH	4.00	\$900.00	\$3,600.00
<b>44 Items</b>	<b>Totals</b>		<b>\$487,175.73</b>



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

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

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

**Deputy Division Manager**  
Kathleen M. Cryan

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

**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmltdt, 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. 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 11th day of November, 2019.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://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 1st day of April in the year Two Thousand and Twenty 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 MARCH 31, 2020, 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:

### ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8121

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 FOUR HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED SEVENTY-FIVE AND 73/100 (\$487,175.73) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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



**ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020  
CONTRACT NO. 8121**

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

Countersigned:

		<u>SPEEDWAY SAND &amp; GRAVEL, INC.</u>		
		Company Name		
<u>Tracy Hellebrand</u>	<u>4/1/2020</u>	<u>[Signature]</u>	<u>4/1/2020</u>	
Witness	Date	President	Date	
<u>[Signature]</u>	<u>4-7-2020</u>	<u>[Signature]</u>	<u>4/1/2020</u>	
Witness	Date	Secretary	Date	

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u>[Signature]</u>	<u>4/14/2020</u>	<u>[Signature]</u>	<u>4/17/2020</u>
Finance Director	Date	City Attorney	Date
<u>[Signature]</u>	<u>4/21/2020</u>	<u>[Signature]</u>	<u>4/21/20</u>
Witness	Date	Mayor	Date
<u>[Signature]</u>	<u>4/10/20</u>	<u>[Signature]</u>	<u>4-9-2020</u>
Witness	Date	City Clerk	Date

Bond No. 9264632

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FOUR HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED SEVENTY-FIVE AND 73/100 (\$487,175.73) 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:

**ALLEYS RECONSTRUCTION ASSESSMENT DISTRICT - 2020  
CONTRACT NO. 8121**

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 1st day of April, 2020

Countersigned:

Tracy Hillbrand

Witness

Janice Ryan  
Secretary

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

[Signature]  
President

Seal NA

Approved as to form:

Patricia Spenton for  
City Attorney

Fidelity and Deposit Company of Maryland

Surety Seal

Salary Employee  Commission

By Nicole Stillings  
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 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 1, 2020  
Date

[Signature]  
Agent Signature

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

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

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

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



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, 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 1st day of April, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

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

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