

Contract Routing Form

ROUTING: Routine

printed on: 06/25/2020

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

Project: E. Gorham Street Resurfacing: Utilities

Contract No.: 8864
 Enactment No.: RES-20-00457
 Dollar Amount: 1,771,601.23

File No.: 60719
 Enactment Date: 06/22/2020

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|--------------|
| City Clerk | 6/26/20 | 6/26/20 |
| Director of Civil Rights | 6/30/2020 | 6/30/2020 MG |
| Risk Manager | 6/30/2020 | 7/1/2020 RN |
| Finance Director | 7/1-2020 | 7/2/2020 |
| City Attorney | 7-2-2020 | 7/6/2020 |
| Mayor | 7-6-2020 | 7-6-2020 |

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

Original + 2 Copies

06/25/2020 15:20:55 enjls - Kyle Frank, 266-4098

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



City of Madison

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

Legislation Details (With Text)

File #: 60719 **Version:** 1 **Name:** Awarding Public Works Contract No. 8864, E Gorham Street Resurfacing: Utilities.
Type: Resolution **Status:** Passed
File created: 5/27/2020 **In control:** BOARD OF PUBLIC WORKS
On agenda: 6/16/2020 **Final action:** 6/16/2020
Enactment date: 6/22/2020 **Enactment #:** RES-20-00457

Title: Awarding Public Works Contract No. 8864, E Gorham Street Resurfacing: Utilities. (2nd AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8864.pdf, 2. 8864 Contract .pdf

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--|--------|
| 6/16/2020 | 1 | COMMON COUNCIL | Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 | Pass |
| 6/3/2020 | 1 | BOARD OF PUBLIC WORKS | | |
| 5/27/2020 | 1 | Engineering Division | Refer | |

The proposed resolution awards the contract for East Gorham Street Resurfacing: Utilities at a total cost of \$1,824,750 including contingency. Sufficient budget authority for the proposed contract is included in the 2020 Adopted Capital Budget for Engineering - Major Street Pavement Management (Munis 12989).

Awarding Public Works Contract No. 8864, E Gorham Street Resurfacing: Utilities. (2nd 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. 8864) for itemization of bids.

enssd Digitally signed by enssd
DN: cn=enssd,
email=sdannerrivers@cityofmadison.com
Date: 2020.06.25 10:02:11 -05'00'

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8864
E. GORHAM STREET RESURFACING: UTILITIES
SPEEDWAY SAND & GRAVEL, INC.

\$1,771,601.23

Acct. No. 12989-402-170: 54410 (91396)
Contingency 3%±
Sub-Total

188,623.55
5,656.45
\$194,280.00

Acct. No. 12989-84-174: 54445 (91345)
Contingency 3%±
Sub-Total

\$5,435.00
165.00
\$5,600.00

Acct. No. 12989-83-173: 54445 (91345)
Contingency 3%±
Sub-Total

\$1,577,542.68
47,327.32
\$1,624,870.00

GRAND TOTAL

\$1,824,750.00

Company Lookup Summary

Jurisdiction: Wisconsin

Demographics

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

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

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

Address

| Business Address | Mailing Address | Statutory Home Office Address | Main Administrative Office Address |
|---|---|---|---|
| 1299 ZURICH WAY SCHAUMBURG, IL 60196-1056 United States | 1299 ZURICH WAY SCHAUMBURG, IL 60196-1056 United States | 1299 ZURICH WAY SCHAUMBURG, IL 60196-1056 United States | 1299 ZURICH WAY SCHAUMBURG, IL 60196-1056 United States |

Phone, Email, Website

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

Company Type

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

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

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

Appointments

Showing 1 to 2 of 1427 entries

Search: nicole s

Show 10 entries

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

No results found.

Name Change History

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

\$1,771,601.23
FILE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

E. GORHAM STREET RESURFACING: UTILITIES

CONTRACT NO. 8864

MUNIS NO. 12989

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 16, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**E. GORHAM STREET RESURFACING: UTILITIES
CONTRACT NO. 8864**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: KDF

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: | E. GORHAM STREET RESURFACING: UTILITIES |
| CONTRACT NO.: | 8864 |
| SBE GOAL | 7% |
| BID BOND | 5% |
| SBE PRE BID MEETING | See Pre Bid Meeting info below |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 5/21/2020 |
| BID SUBMISSION (2:00 P.M.) | 5/28/2020 |
| BID OPEN (2:30 P.M.) | 5/28/2020 |
| PUBLISHED IN WSJ | 5/14/2020 & 5/21/2020 |

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

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

E. GORHAM STREET RESURFACING: UTILITIES CONTRACT NO. 8864

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

The work under this contract shall include, but is not limited to, installation of sanitary sewer main and laterals, storm sewer structures and pipes, curb and gutter, and asphalt pavement patching.

The project limits for the work are on E. Gorham St. from N. Butler St. to N. Livingston St.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It was anticipated that 100 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacements. It is also anticipated that there will be 20' of curb & gutter replaced for each lateral that is replaced with this project.

SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately. Any residue from concrete work that may splatter on to adjacent items to remain shall be removed immediately by the contractor.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

The Contractor shall use care around existing trees, plantings, walls, steps, public art, signs, utilities and any other structures or amenities that are indicated on the plans to remain. This project will involve work immediately adjacent to historic buildings and professionally landscaped areas; the Contractor shall protect all items that are to remain and shall immediately clean off any residue from adjacent construction activities.

No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal. Several trees are noted on plans to follow the "No Root Cutting" procedures as identified in the standard specifications. The Contractor shall not store materials or equipment within in 6 ft. of any existing tree that is to remain.

Coordination with Utilities

This project will require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them.

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

New underground utilities will also be installed by MG&E during this project. The Contractor shall coordinate with MG&E and their contractors to provide space and time to complete the work within the contract timeframe as indicated in Section 109.2 Prosecution of Work MG&E will install new gas main on E. Gorham St. The new gas mains will also include work to replace services between the new main on the buildings. **Contact Roger Ahles (rahles@mge.com or 608-252-5682) with questions related to the gas main work.**

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

Lane Closures:

Peak Hours definition: Weekdays from 6:00 a.m. to 8:30 a.m. and UW Home Football Saturdays from 8:00 a.m. until start of game.

Maintain two traffic lanes during Peak Hours. Traffic lanes shall be on hard pavement. Gravel is not acceptable, but for this project cold patch asphalt would be an acceptable hard surface to use temporarily in order to open traffic up for two traffic lanes.

Four-Week Peak Hour Exception:

Traffic may be reduced to one lane at all times for 28 consecutive days.

All other times:

Maintain one traffic lane.

On-street Parking Removal:

The on-street parking on the west side of the street may be removed on the street blocks where work is actively taking place. On street blocks where no work is taking place, parking should be restored. Posting of temporary "No Parking" signs is the responsibility of the Contractor. To obtain "No Parking" signs, call John Villarreal, City Parking Utility, 608-267-8756. The temporary signs need to be in place at least 48 hours in advance of the parking removal and verified by City Parking Enforcement in order to tow vehicles.

Metro Transit Notification:

Metro Transit buses will continue using E Gorham Street at all times. Maintain bus stops at all times. Maintain left turns from E Gorham Street to N Hamilton Street at all times. Coordinate any changes to bus routes/stops with Tim Sobota, Metro Transit, tsobota@cityofmadison.com, 608-261-4289. Any changes to bus stops require a seven day notification to Metro Transit.

Bike Lane Detour:

There is an existing bike lane adjacent to the parking lane on E Gorham Street. The contractor shall sign an "E Gorham St bike detour" to use E Mifflin Street as the detour route during construction.

Portable, Changeable Message Sign (PCMS):

Place one PCMS in the parking lane for the seven days prior to the start of construction to notify the public of the start date. Place another PCMS for seven days prior to the 4-week Peak Hour Exception, notifying the public of peak hour lane closures.

Side Street Closures:

The side streets of E Gorham Street may be closed at locations where work is actively taking place, with the exception of left turns from E Gorham Street to N Hamilton Street, which must be maintained at all times. No two adjacent side streets may be closed simultaneously.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. 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.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Traffic control necessary to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

Emergency vehicle access shall be maintained at all times.

Maintain sidewalk at all times, except under direction of the Construction Engineer. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36. Maintain an open pedestrian route along Anderson Street from Wright Street to Stoughton Road at all times.

Maintain pedestrian movements crossing the construction zone at all intersections, except under direction of the Construction Engineer. Pedestrian crossings of intersections shall have ramps that meet requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and shall consist of rubber mats to provide a flat, clearly-defined crosswalk, clear of mud and debris. Gravel or base course material is not acceptable. The temporary Crosswalk Access bid item is payment for maintaining crosswalks through the construction zone at intersections. Contractor shall clearly delineate crossing area for pedestrians by using barrels to protect either side of the crossing area.

Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits.

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

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

The City of Madison will obtain a City of Madison Erosion Control Permit and has submitted a DNR Sanitary Sewer Extension 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.

The Contractor shall refer to section 210.6 Erosion Control Implementation and Enforcement for additional information on the requirements regarding this topic. The Contractor shall be required to provide an erosion control plan for approval that meets the requirements stated on the plan set and in the Standard Specifications. Cost to provide the erosion control plan shall be considered incidental to meeting the conditions of the permit.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall start work on **JULY 13, 2020**. All work under this contract shall be completed by **OCTOBER 31, 2020**.

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

and the agreed upon date must be determined at least 21 days prior to the anticipated start date. If the Contractor requests to start earlier than the date specified, the completion dates will be adjusted in kind.

The total contract includes additional time for work days necessary for MG&E to complete their work on the project. No time extensions will be given for coordinating with the utilities and for providing time and space for the private utilities to complete their work within the contract duration.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date for the entire contract shall be \$2,500 per calendar day.

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.

BID ITEM 40251 – ASPHALT MATERIAL FOR CURB FRONT FILL

The contractor shall sawcut the asphalt pavement full depth to establish a clean edge for a full depth pavement installation, a minimum of 2 feet from the edge of gutter for all curb front fill locations. Payment for Asphalt Material for Curb Front Fill shall be full compensation for sawcut, furnishing all materials necessary, to install, tack and compaction of the asphalt material in accordance with the standard city specifications and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

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

SANITARY SEWER GENERAL

This project shall include installing approximately 843 feet of new 8", 15", and 18" PVC SDR-35 & 26 sewer main, 1,391 feet of new 8", 15", and 18" AWWA C900 main, and 1,349 feet of new sanitary lateral.

ASTM D3034 SDR-35 & 26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). AWWA C900 Pressure Pipe sewer main and lateral as called for on the plan set shall be payable under PVC Pressure Sanitary Sewer Pipe (Bid Item 50321 & 50323) and Sanitary Sewer Lateral – Pressure Pipe (Bid Item 50355).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2020 ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, Contractors are required to use a sonde device to confirm that the laterals are not active.

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

BID ITEM 50354 – SANITARY SEWER LATERAL - RESURFACING
BID ITEM 50355 – SANITARY SEWER LATERAL – PRESSURE PIPE

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (100 sf) and 20 linear feet of curb removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

Sanitary sewer laterals shall be measured and paid for as described in the standard specifications except that restoration (topsoil, seed and matting) shall be included in the contract price for both bid Item 50354 and Bid Item 50355.

BID ITEM 50356 – RECONNECT
BID ITEM 50357 – RECONNECT – PRESSURE PIPE

The first 5' of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50354 & 50355).

The first 5' of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2020 Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

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

BID ITEM 60802 – PAVEMENT MARKING EPOXY, LINE, 6-INCH (UNDISTRIBUTED)

BID ITEM 60812 – PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH (UNDISTRIBUTED)

The work under this item shall be in accordance with Article 608 of the standard specs and shall be used to replace pavement markings that may have been removed with the sanitary sewer work and pavement patching. The markings shall match existing pavement markings in kind.

NOTES

1. The boundary lines between different soil strata, as shown on the Boring Log Records, 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 Records 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 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 Boring Log 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

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

N-VALUE LEGEND

DS = Drove Stone

SAMPLER TYPE LEGEND

 Grab sample

 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

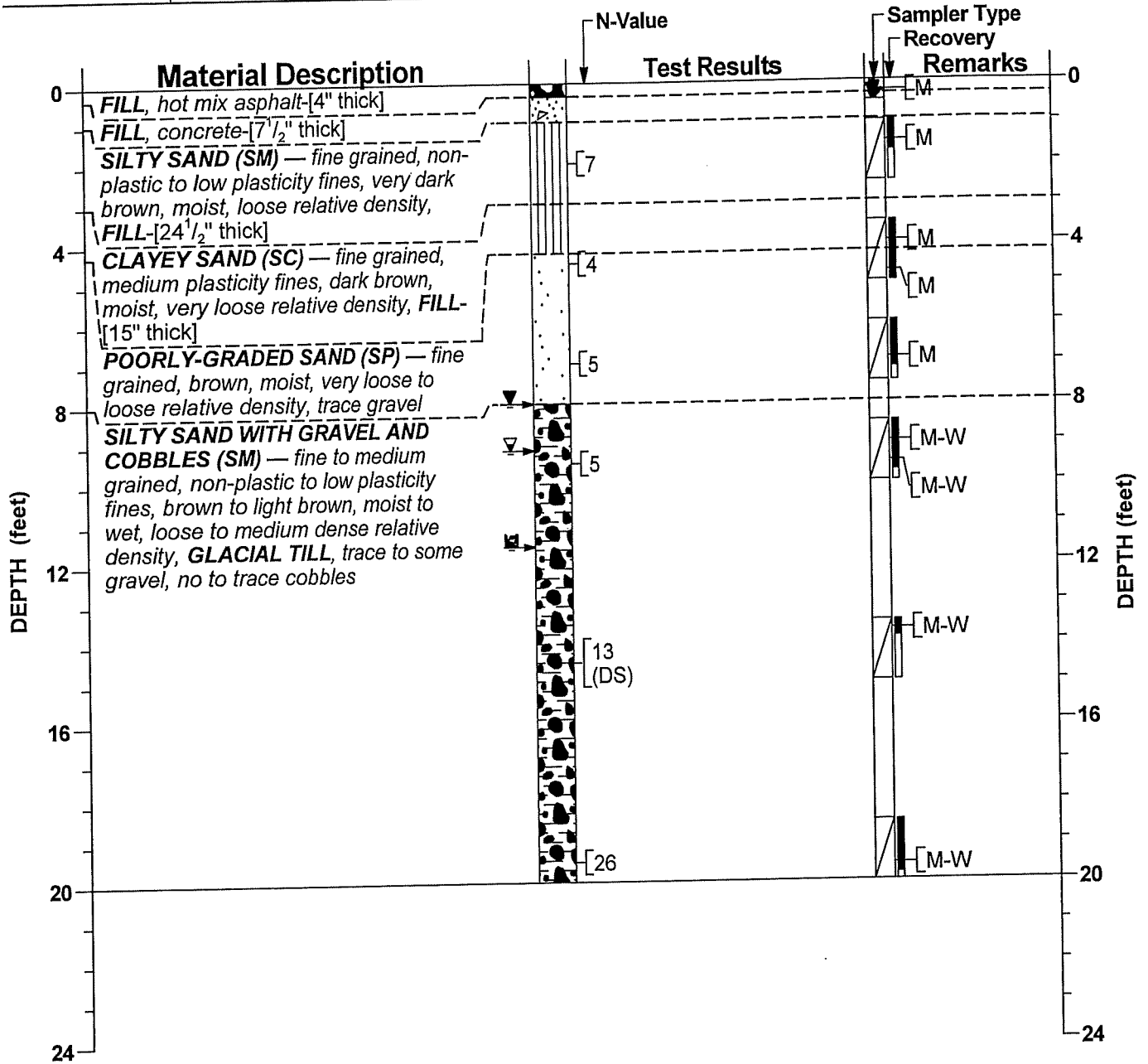
NOTES AND LEGEND RECORD
 E. Gorham St.
 City of Madison, Dane County, Wisconsin

13300.39

General Location: **Assuming E Gorham Street is in east-west direction, boring is 21 feet west of 509/513 property line, 5 feet south of north curb.**

Boring B-1

| | | | | | | |
|---------------|----------------|--------------------------------|--------------------|------------------------|--|-----------------------------------|
| LATITUDE: --- | LONGITUDE: --- | COUNTY: Dane | SECTION: 13 | CREW CHIEF: SJH | DRILL RIG: CME 75 | PAGE: 1 of 1 |
| NORTHING: --- | EASTING: --- | TOWNSHIP: (Madison) 7 N | ¼: SW | LOG REVIEW: SLF | HAMMER TYPE (EFFICIENCY): Automatic (91%) | TOTAL DEPTH: 20'-0" |
| STATION: --- | OFFSET: --- | RANGE: 9 E | ¼ ¼: NW | LOG QC: CMB | DATE STARTED: 12/23/2019 | DATE COMPLETED: 12/23/2019 |



| WATER LEVEL LEGEND | OTHER LEVEL LEGEND |
|-----------------------|------------------------------|
| ▼ 8'-0" (estimated) | ■ 11'-7" Caved at completion |
| ▽ 9'-2" at completion | |

| DRILL METHOD | TOOL SIZE | CASING SIZE | DRILL FLUID | DEPTH FROM | DEPTH TO | HOLE DIA |
|--------------|-----------|-------------|-------------|------------|----------|----------|
| HSA | 2 1/4" | — | None | 0'-0" | 20'-0" | 6.3" |

SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil

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

Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713
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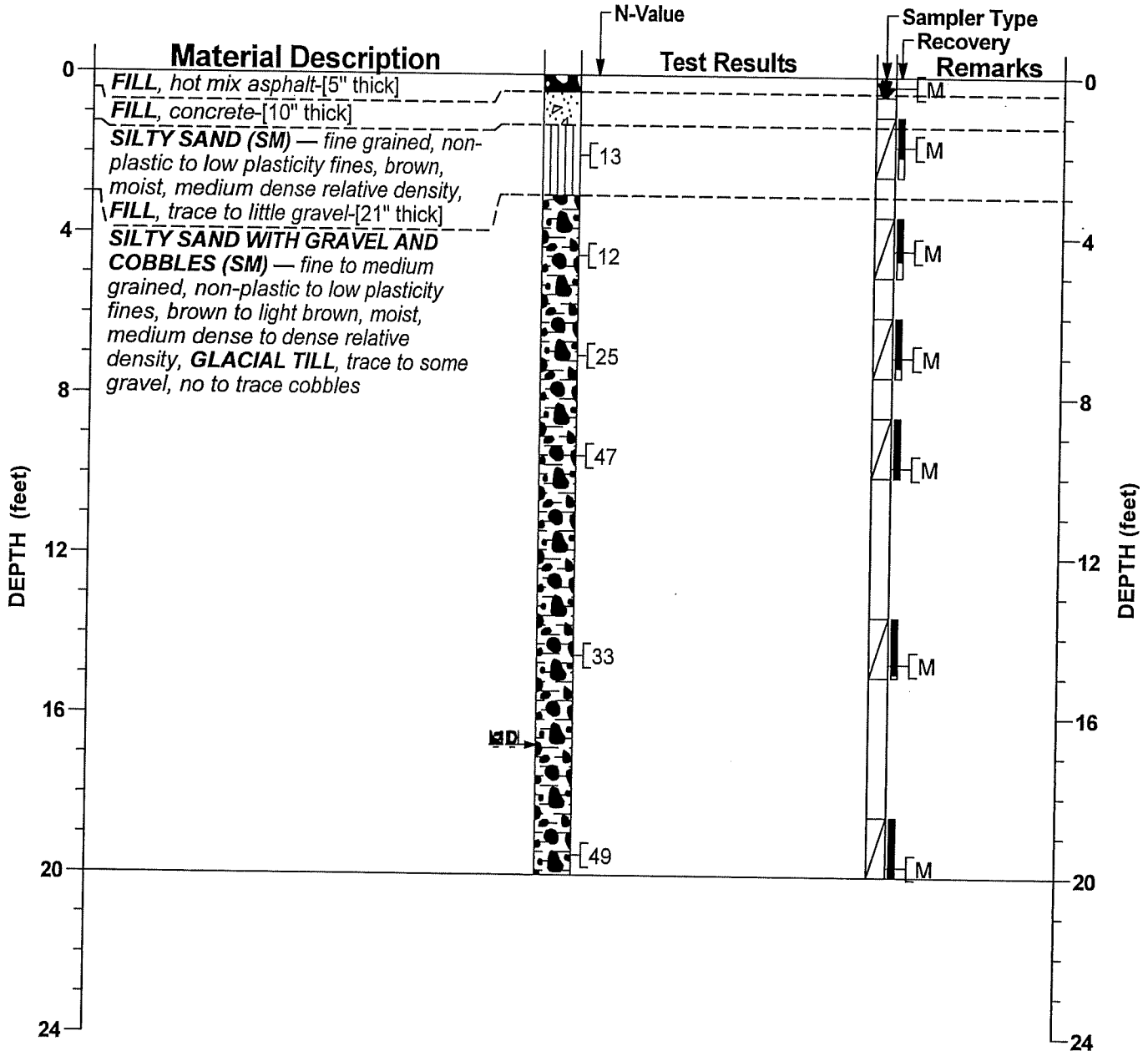
BORING LOG RECORD
 E. Gorham St.
 City of Madison, Dane County, Wisconsin

13300.39

General Location: Assuming E Gorham Street is in east-west direction, boring is 19 feet west of 623/625 property line, 6 feet south of north curb.

Boring B-2

| | | | | | | |
|---------------|----------------|--------------------------------|--------------------|------------------------|--|-----------------------------------|
| LATITUDE: --- | LONGITUDE: --- | COUNTY: Dane | SECTION: 13 | CREW CHIEF: SJH | DRILL RIG: CME 75 | PAGE: 1 of 1 |
| NORTHING: --- | EASTING: --- | TOWNSHIP: (Madison) 7 N | ¼: SW | LOG REVIEW: SLF | HAMMER TYPE (EFFICIENCY): Automatic (91%) | TOTAL DEPTH: 20'-0" |
| STATION: --- | OFFSET: --- | RANGE: 9 E | ¼ ¼: NW | LOG QC: CMB | DATE STARTED: 12/23/2019 | DATE COMPLETED: 12/23/2019 |



| WATER LEVEL LEGEND | OTHER LEVEL LEGEND |
|-----------------------------------|-------------------------------------|
| D 16'-9" Dry at completion | M 16'-9" Caved at completion |

| DRILL METHOD | TOOL SIZE | CASING SIZE | DRILL FLUID | DEPTH FROM | DEPTH TO | HOLE DIA |
|--------------|-----------|-------------|-------------|------------|----------|----------|
| HSA | 2 1/4" | — | None | 0'-0" | 20'-0" | 6.3" |

| |
|---|
| SAMPLING METHOD(S): AASHTO T 206 |
| SURFACE PATCH: Cold Mix Asphalt Patching Compound |
| BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil |

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

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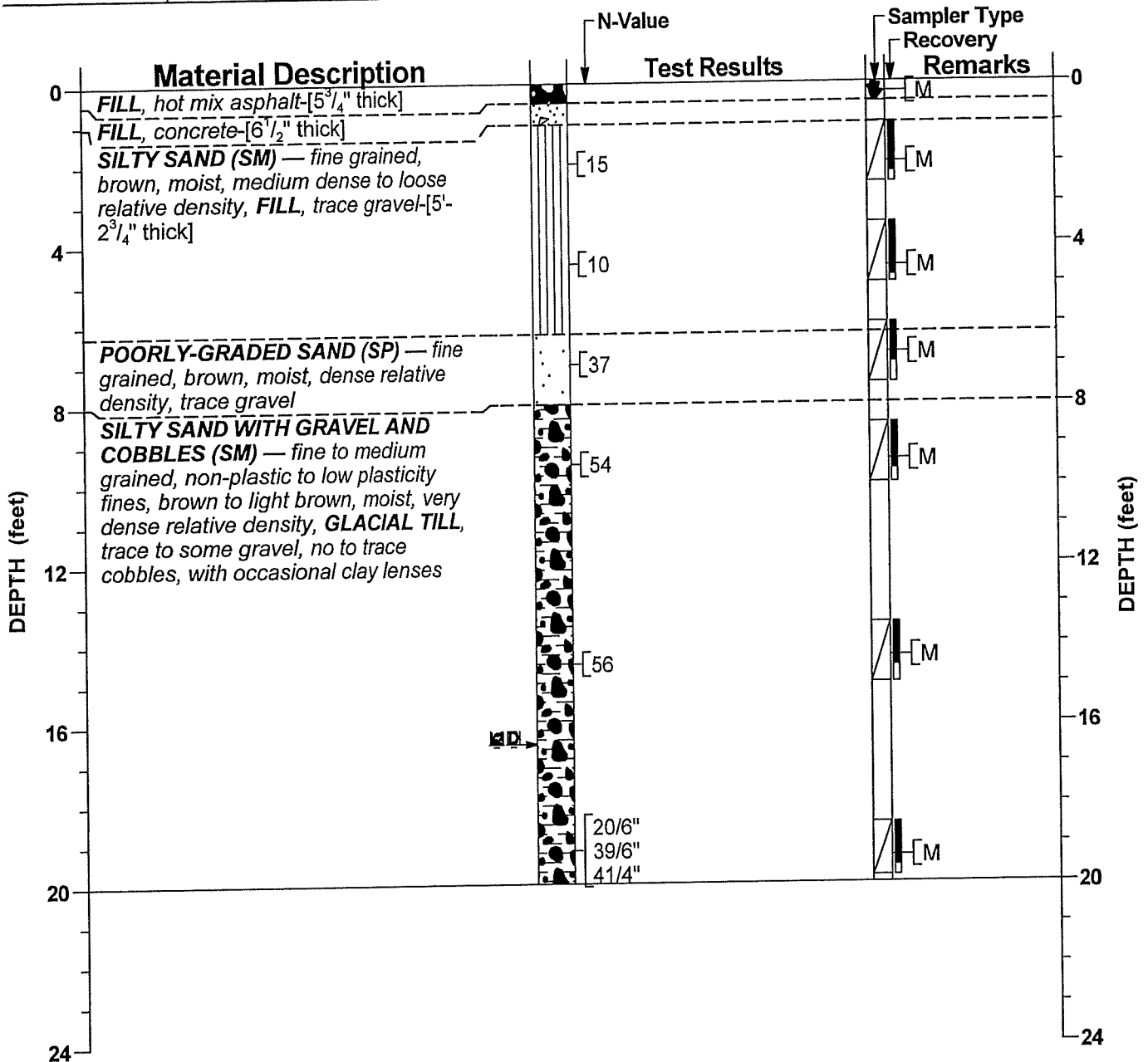
BORING LOG RECORD
 E. Gorham St.
 City of Madison, Dane County, Wisconsin

13300.39

General Location: Assuming E Gorham Street is in east-west direction, boring is 1-foot west of 721/725 property line, 7.5 feet south of north curb.

Boring B-3

| | | | | | | |
|---------------|----------------|--------------------------------|--------------------|------------------------|--|-----------------------------------|
| LATITUDE: --- | LONGITUDE: --- | COUNTY: Dane | SECTION: 13 | CREW CHIEF: SJH | DRILL RIG: CME 75 | PAGE: 1 of 1 |
| NORTHING: --- | EASTING: --- | TOWNSHIP: (Madison) 7 N | ¼: NW | LOG REVIEW: SLF | HAMMER TYPE (EFFICIENCY): Automatic (91%) | TOTAL DEPTH: 20'-0" |
| STATION: --- | OFFSET: --- | RANGE: 9 E | ¼ ¼: SW | LOG QC: CMB | DATE STARTED: 12/23/2019 | DATE COMPLETED: 12/23/2019 |



| WATER LEVEL LEGEND | OTHER LEVEL LEGEND |
|--------------------------|----------------------------|
| 16'-6" Dry at completion | 16'-6" Caved at completion |

| DRILL METHOD | TOOL SIZE | CASING SIZE | DRILL FLUID | DEPTH FROM | DEPTH TO | HOLE DIA |
|--------------|-----------|-------------|-------------|------------|----------|----------|
| HSA | 2 1/4" | — | None | 0'-0" | 20'-0" | 6.3" |

SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil

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

BORING LOG RECORD
 E. Gorham St.
 City of Madison, Dane County, Wisconsin

13300.39



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

Deputy City Engineer
Gregory T. Fries, P.E.
Deputy Division Manager
Kathleen M. Cryan
Principal Engineer 2
John S. Fahrney, P.E.
Christopher J. Petykowski, P.E.
Janet Schmidt, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.
Facilities & Sustainability
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

May 26, 2020

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8864

E. GORHAM STREET RESURFACING: UTILITIES

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

SPEC:

Add following to the end of Section D:

BID ITEM 90030: 16" PVC PRESSURE SANITARY SEWER PIPE

DESCRIPTION

This work shall consist of install 16" AWWA C905 DR18 pipe in locations shown within the plan set or as called for in the special provisions. Installation of 16" AWWA C905 pipe shall be in accordance with the City of Madison Standard Specifications. All fittings and lateral wyes for use with pressure sanitary sewer pipe shall be in accordance with the 503.2(d) of the City of Madison Standard Specifications.

METHOD OF PAYMENT

16" PVC PRESSURE SANITARY SEWER PIPE shall be measure by the Linear Foot to the nearest whole foot from center of structure to center of structure acceptable installed.

BASIS OF PAYMENT

16" PVC PRESSURE SANITARY SEWER PIPE shall be measured as described above and shall be paid per the contract unit price which shall be full compensation for all materials, equipment, labor, and incidentals required to complete the work set forth in the description and City of Madison Standard Specifications.

PROPOSAL:

| Action | Bid Item | Description |
|--------|----------|---|
| MODIFY | 40391 | REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK AND DRIVE - RESURFACING |
| REMOVE | 50323 | 15" PVC PRESSURE SANITARY SEWER PIPE |
| MODIFY | 50357 | RECONNECT SANITARY SEWER LATERAL – PRESSURE PIPE |
| ADD | 50801 | UTILITY LINE OPENINGS (ULO) |
| ADD | 90030 | 16" PVC PRESSURE SANITARY SEWER PIPE |

PLANS:

Remove and insert revised plan sheets U1, U2, U3, & U6.

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>

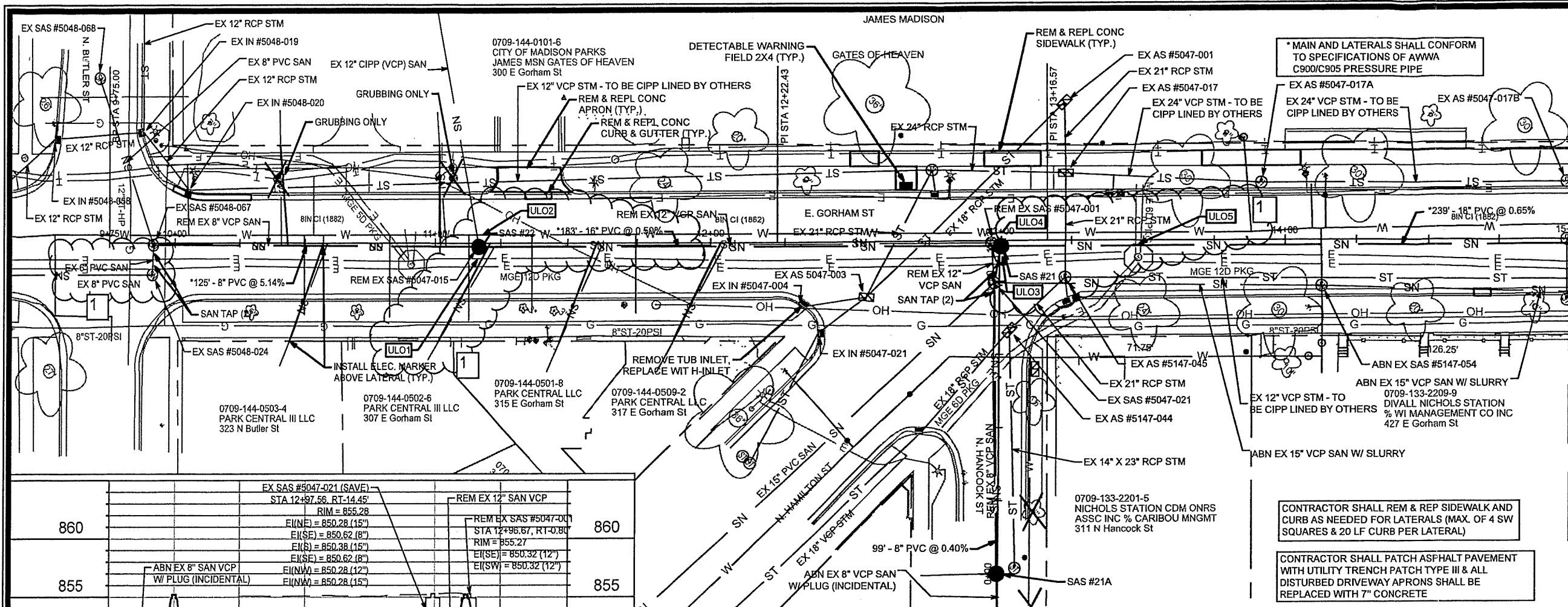
If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,



Robert F. Phillips, P.E.
City Engineer

RFP:KDF



| Station | Utility Description | Dimensions / Slope | Elevation |
|---------|-------------------------|--------------------------|-----------------------|
| 860 | EX SAS #5047-021 (SAVE) | STA 12+97.56, RT-14.45' | RIM = 855.28 |
| 860 | REM EX 12" SAN VCP | STA 12+96.67, RT-0.80' | RIM = 855.27 |
| 855 | ABN EX 8" SAN VCP | W/ PLUG (INCIDENTAL) | EI(NW) = 850.28 (12") |
| 855 | REM EX 8" SAN VCP | 99' - 8" PVC @ 0.40% | EI(SW) = 850.32 (12") |
| 850 | SAS #21A | STA 12+98.10, RT-113.89' | RIM = 855.21 |
| 850 | SAS #21 | STA 12+99.94, RT-1.92' | RIM = 855.20 |
| 845 | | EI(SW) = 851.20 (6") | EI(SE) = 849.35 (15") |
| 845 | | EI(SE) = 851.07 (8") TAP | EI(SE) = 849.35 (15") |
| 845 | | EI(NW) = 851.02 (8") | EI(NE) = 849.25 (18") |

| Station | Utility Description | Dimensions / Slope | Elevation |
|---------|----------------------|---------------------------|------------------------------|
| 870 | EX SAS #5048-067 | STA 9+91.71, RT-0.67' | RIM = 867.15 |
| 865 | | EI(NW) = 856.90 (8") | EI(SE) = 857.47 (6") |
| 865 | | EI(NE) = 856.79 (8") PROP | EI(NE) = 856.79 (8") |
| 860 | REM EX SAS #5047-015 | STA 11+16.54, RT-1.15' | RIM = 859.45 |
| 860 | | EI(NE) = 850.78 (12") | EI(SW) = 850.85 (8") |
| 860 | | EI(NW) = 850.83 (12") | |
| 855 | REM EX 8" SAN VCP | 125' - 8" PVC @ 5.14% | |
| 855 | SAS #22 | STA 11+16.54, RT-1.27' | RIM = 859.45 |
| 855 | | EI(SW) = 850.37 (8") | EI(NW) = 850.83 (12") EX TAP |
| 855 | | EI(NE) = 850.27 (15") | |

| Station | Utility Description | Dimensions / Slope | Elevation |
|---------|----------------------|-------------------------|----------------------------|
| 860 | REM EX SAS #5047-001 | STA 12+96.67, RT-0.80' | RIM = 855.27 |
| 860 | | EI(SE) = 850.32 (12") | EI(SW) = 850.32 (12") |
| 855 | EX SAS #5047-021 | STA 12+97.56, RT-14.45' | RIM = 855.28 |
| 855 | | EI(NE) = 850.28 (15") | EI(SE) = 850.62 (8") |
| 855 | | EI(S) = 850.38 (15") | EI(SE) = 850.62 (8") PROP |
| 855 | | EI(NW) = 850.28 (12") | EI(NW) = 850.28 (15") PROP |
| 850 | REM EX 12" SAN VCP | 183' - 16" PVC @ 0.50% | |
| 850 | REM EX 15" SAN VCP | | |
| 850 | REM EX 15" SAN VCP | | |
| 845 | SAS #21 | STA 12+99.94, RT-1.92' | RIM = 855.20 |
| 845 | | EI(SW) = 849.35 (15") | EI(SE) = 849.35 (15") |
| 845 | | EI(NE) = 849.25 (18") | |

EROSION CONTROL NOTES (APPLIES TO ENTIRE PROJECT AREA):

CONTRACTOR SHALL PROVIDE EROSION CONTROL PLANS FOR APPROVAL THAT ABIDES BY THESE NOTES AND THE CITY STANDARD SPECIFICATION.

EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY

THE CONTRACTOR IS RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES UNTIL FINAL ACCEPTANCE BY THE CITY OF MADISON.

THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH THE WDNR SOC STANDARDS AND CITY OF MADISON STANDARD SPECIFICATIONS.

RIGID FRAME INLET PROTECTION SHALL BE INSTALLED IN ALL INLETS WITHIN THE CONSTRUCTION LIMITS AND ANY WITHIN A HALF BLOCK OF THE CONSTRUCTION LIMITS OR WHERE DIRECTED.

CLEAR STONE CONSTRUCTION ENTRANCES AND BERMS SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER OR INSPECTOR. FOUR (4) UNDISTRIBUTED CLEAR STONE CONSTRUCTION ENTRANCES INCLUDED IN THE CONTRACTOR.

POLYMER SHALL BE APPLIED TO DISTURBED AREAS AS DIRECTED BY THE ENGINEER OR INSPECTOR.

12989
 MADISON, WI
 CONTRACT NO.: 8864
 U-1

UTILITY PLAN & PROFILE
 E. GORHAM STREET RESURFACING: UTILITIES
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12989
 U-1

REVISED

| | | |
|--|---------|-----|
| REVISION | DATE | BY |
| 1 | 5-26-20 | KDF |
| SANITARY SEWER STRUCTURES MOVED | | |
| Designed By: KDF Date: 5/26/20 9:26 AM Scale: 1" = 40' | | |
| 12989 | | |

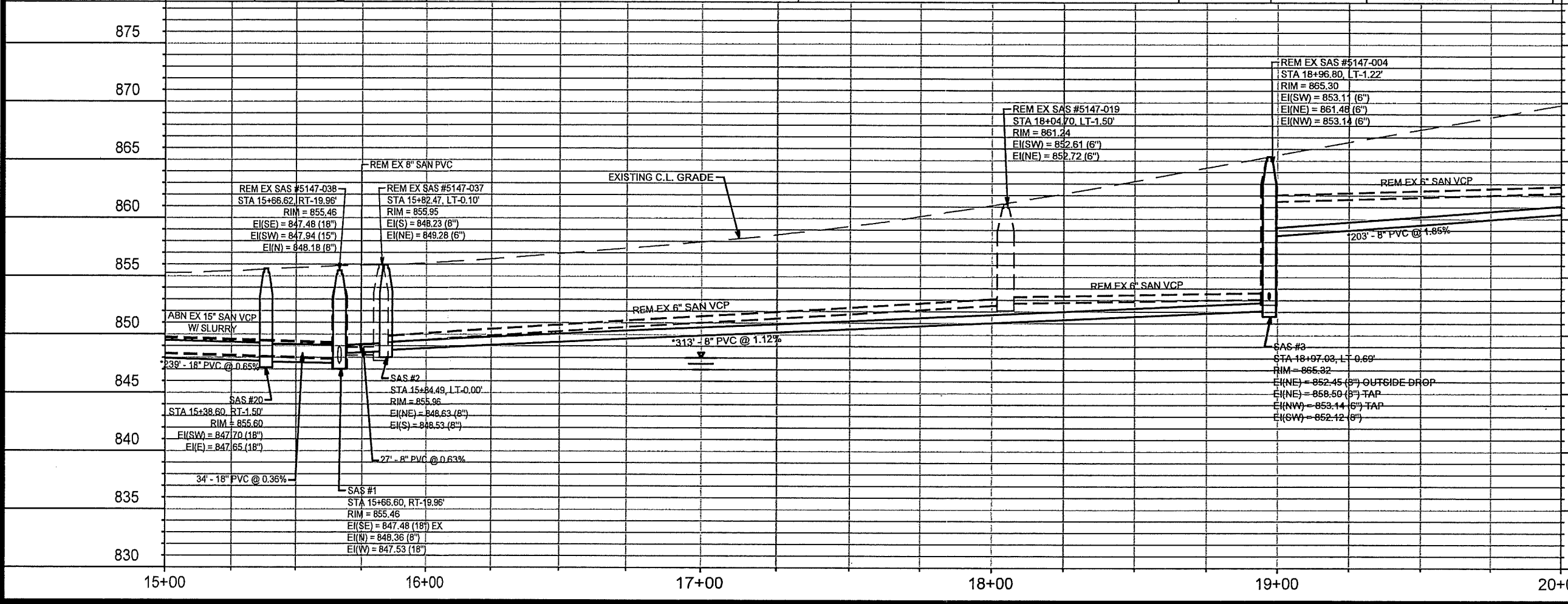
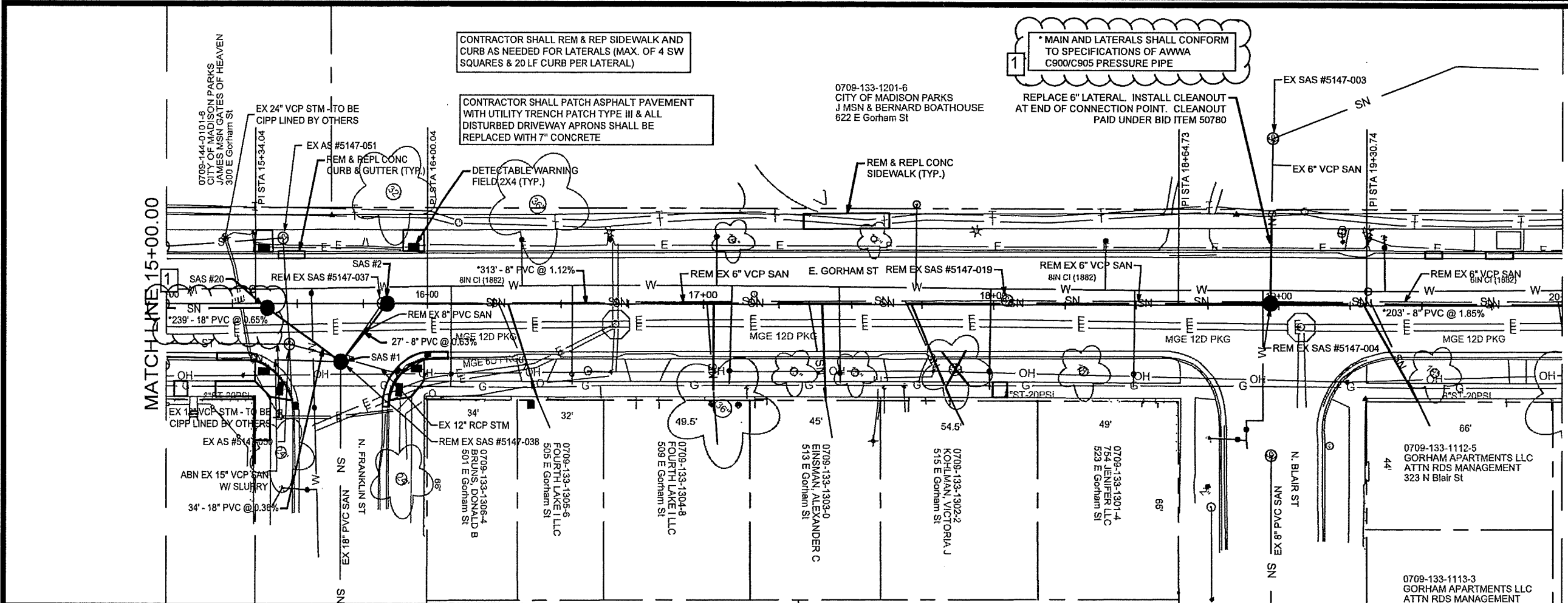
12989
MADISON, WI
CONTRACT NO: 8864

UTILITY PLAN & PROFILE
E. GORHAM STREET RESURFACING: UTILITIES
MA:DESIGNProjects\12756\CAD\Sanitary\12756SAN-Pipe Network.dwg



12989
U-2

REVISED



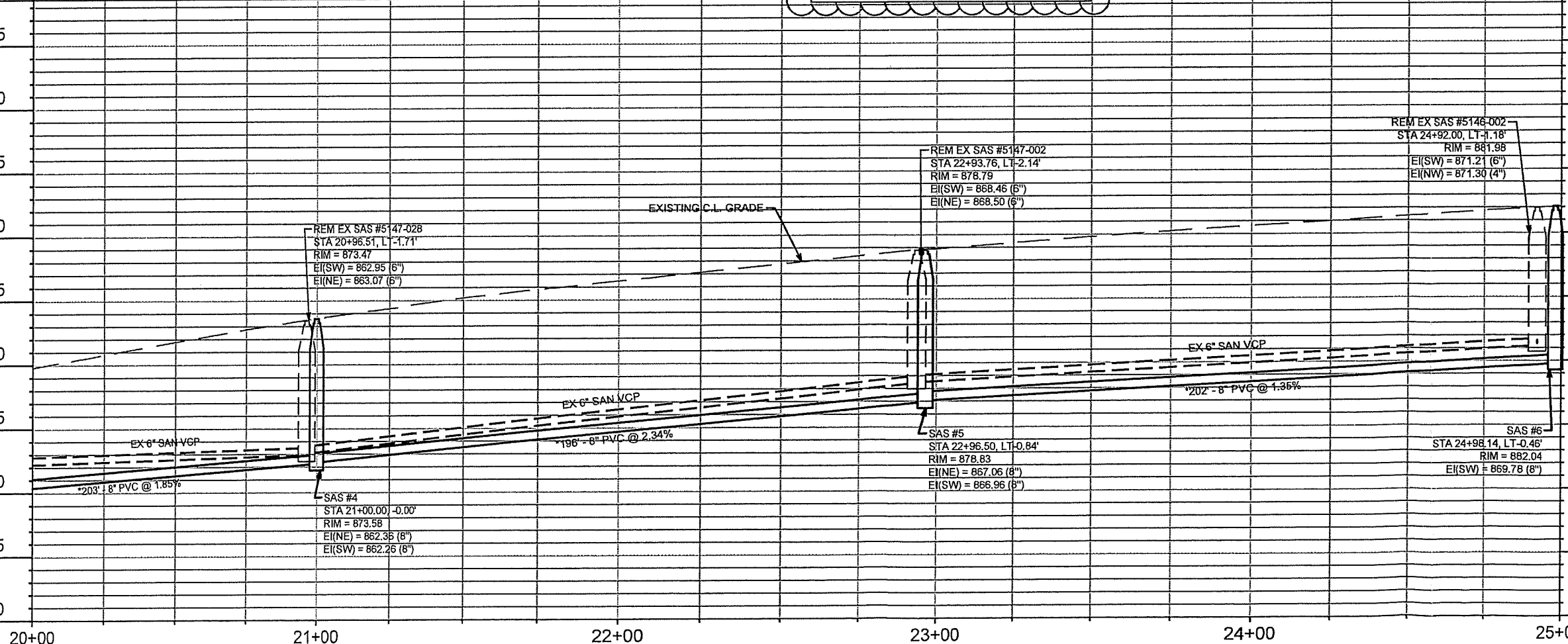
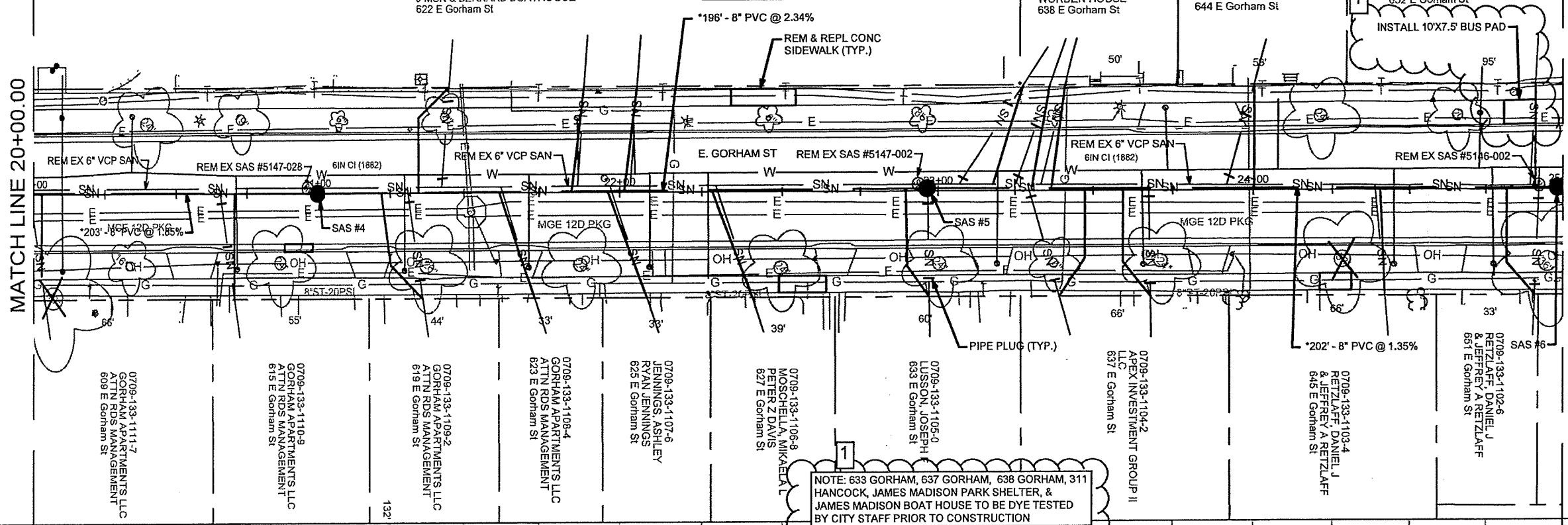
CONTRACTOR SHALL PATCH ASPHALT PAVEMENT WITH UTILITY TRENCH PATCH TYPE III & ALL DISTURBED DRIVEWAY APRONS SHALL BE REPLACED WITH 7" CONCRETE

CONTRACTOR SHALL REM & REP SIDEWALK AND CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 LF CURB PER LATERAL)

* MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF AWWA C900 PRESSURE PIPE

MATCH LINE 20+00.00

MATCH LINE 25+00.00



| | | |
|-----------------------------|-----------|---------|
| REVISION | DATE | BY |
| 1 | 5-26-2024 | KDF |
| BUS PAD ADDED, LAT. UPDATES | | |
| MARK | DATE | SCALE |
| 1 | 5/28/2023 | 8:40 AM |
| Designed By: KDF | | |
| 12989 | U-3 | |

12989
MADISON, WI
CONTRACT NO: 8864

UTILITY PLAN & PROFILE
E. GORHAM STREET RESURFACING: UTILITIES
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12989
U-3

REVISED

SANITARY SEWER SCHEDULE

*REV 5/26/20 KDF

| | |
|--|------------------|
| E. GORHAM STREET RESURFACING: PROJECT NO. 11865 | SHEET NO. U-6 |
| SANITARY SEWER SCHEDULE | |
| CITY OF MADISON | |

REVISIONS

PROPOSED SANITARY STRUCTURES

| SAS NO. | STATION | LOCATION (OFFSET) | TOP OF CASTING | E.I. | DEPTH | NOTES |
|-------------------------|----------|-------------------|----------------|--------|-------|--------------|
| E. GORHAM STREET | | | | | | |
| SAS #1 | 15+66.60 | RT-19.96 | 855.46 | 847.48 | 7.98 | [1], [2] |
| SAS #2 | 15+84.49 | CL | 855.96 | 848.53 | 7.43 | [1], [2] |
| SAS #3 | 18+97.03 | LT-0.69 | 865.32 | 852.12 | 13.20 | OUTSIDE DROP |
| SAS #4 | 21+00.00 | CL | 873.58 | 862.26 | 11.32 | - |
| SAS #5 | 22+96.50 | LT-0.84 | 878.83 | 866.96 | 11.87 | - |
| SAS #6 | 24+98.14 | LT-0.46 | 882.04 | 869.78 | 12.26 | - |
| SAS #20 | 15+38.60 | RT-1.50 | 855.6 | 847.65 | 7.95 | [1], [2] |
| * SAS #21 | 12+99.94 | RT-1.92 | 855.2 | 849.25 | 5.95 | - |
| SAS #21A | 12+98.10 | RT-113.89 | 855.21 | 851.02 | 4.19 | - |
| * SAS #22 | 11+16.54 | RT-1.27 | 859.45 | 850.27 | 9.18 | - |
| SAS #50 | 32+24.51 | RT-1.75 | 862.74 | 853.03 | 9.71 | - |
| SAS #51 | 31+70.64 | RT-5.03 | 865.57 | 855.83 | 9.74 | [3] |
| SAS #52 | 30+57.62 | RT-4.25 | 871.78 | 861.91 | 9.87 | [3] |
| SAS #53 | 28+11.90 | RT-3.27 | 881.00 | 863.25 | 17.75 | [3] |
| SAS #54 | 26+26.90 | RT-2.91 | 882.58 | 873.60 | 8.98 | [3] |

PROPOSED SANITARY PIPES

| FROM (DNSTM) | TO (UPSTM) | DWNSTRM E.I. | UPSTRM E.I. | PLAN (PAY) LGTH (FT) | SLOPE (%) | PIPE SIZE | PVC TYPE | NOTES |
|-------------------------|------------------|--------------|-------------|----------------------|-----------|-----------|----------|-------|
| E. GORHAM STREET | | | | | | | | |
| SAS #1 | SAS #2 | 848.36 | 848.53 | 27 | 0.63% | 8" | SDR-35 | - |
| SAS #2 | SAS #3 | 848.63 | 852.12 | 313 | 1.12% | 8" | C900 | - |
| SAS #3 | SAS #4 | 858.50 | 862.26 | 203 | 1.85% | 8" | C900 | - |
| SAS #4 | SAS #5 | 862.36 | 866.96 | 197 | 2.34% | 8" | C900 | - |
| SAS #5 | SAS #6 | 867.06 | 869.78 | 202 | 1.35% | 8" | C900 | - |
| SAS #1 | SAS #20 | 847.53 | 847.65 | 34 | 0.36% | 18" | SDR-35 | - |
| SAS #20 | SAS #21 | 847.70 | 849.25 | 239 | 0.65% | 18" | C900 | - |
| * SAS #21 | SAS #22 | 849.35 | 850.27 | 183 | 0.50% | 16" | C900 | - |
| SAS #22 | EX SAS #5048-067 | 850.37 | 856.79 | 125 | 5.15% | 8" | C900 | - |
| * SAS #21 | EX SAS #5047-021 | 849.35 | 850.28 | 13 | 7.29% | 15" | SDR-35 | - |
| EX SAS #5047-021 | SAS #21A | 850.62 | 851.02 | 99 | 0.40% | 8" | SDR-35 | - |
| SAS #50 | SAS #51 | 853.13 | 855.83 | 54 | 5.00% | 8" | C900 | - |
| SAS #51 | SAS #52 | 855.93 | 861.91 | 113 | 5.30% | 8" | SDR-35 | - |
| SAS #52 | SAS #53 | 862.02 | 863.25 | 246 | 0.50% | 8" | SDR-26 | - |
| SAS #53 | SAS #54 | 863.35 | 873.60 | 185 | 5.54% | 8" | SDR-26 | - |

SANITARY STRUCTURE REMOVALS & ABANDONMENTS

| STRUCTURE ID NO. | STATION | LOCATION (OFFSET) | TOP OF CASTING | E.I. | DEPTH | NOTES |
|-------------------------|----------|-------------------|----------------|--------|-------|---------|
| E. GORHAM STREET | | | | | | |
| SAS #5047-015 | 11+16.54 | RT-1.15 | 859.45 | 850.78 | 8.67 | REMOVE |
| SAS #5047-001 | 12+96.67 | RT-0.80 | 855.27 | 850.32 | 4.95 | REMOVE |
| SAS #5147-054 | 14+13.09 | RT-15.80 | 854.62 | 849.04 | 5.58 | ABANDON |
| SAS #5147-038 | 15+66.62 | RT-19.96 | 855.46 | 847.48 | 7.98 | REMOVE |
| SAS #5147-037 | 15+82.47 | LT-1.00 | 855.95 | 848.23 | 7.72 | REMOVE |
| SAS #5147-019 | 18+04.70 | LT-1.50 | 861.24 | 852.61 | 8.63 | REMOVE |
| SAS #5147-004 | 18+96.80 | LT-1.22 | 865.30 | 853.11 | 12.19 | REMOVE |
| SAS #5147-028 | 20+96.51 | LT-1.71 | 873.47 | 862.95 | 10.52 | REMOVE |
| SAS #5147-002 | 22+93.76 | LT-2.14 | 878.79 | 868.46 | 10.33 | REMOVE |
| SAS #5146-002 | 24+92.00 | LT-1.18 | 881.98 | 871.21 | 10.77 | REMOVE |
| SAS #5146-006 | 26+24.68 | LT-0.60 | 882.61 | 874.49 | 8.12 | REMOVE |
| SAS #5146-008 | 28+15.72 | LT-14.58 | 880.90 | 865.00 | 15.90 | ABANDON |
| SAS #5146-005 | 28+53.54 | LT-0.43 | 880.20 | 871.04 | 9.16 | REMOVE |
| SAS #5146-007 | 30+36.54 | LT-13.59 | 872.87 | 863.66 | 9.21 | ABANDON |
| SAS #5146-004 | 30+56.43 | LT-0.80 | 871.93 | 863.37 | 8.56 | REMOVE |
| SAS #5246-024 | 32+24.52 | RT-1.79 | 862.74 | 853.03 | 9.71 | REMOVE |

SANITARY PIPES REMOVALS & ABANDONMENTS

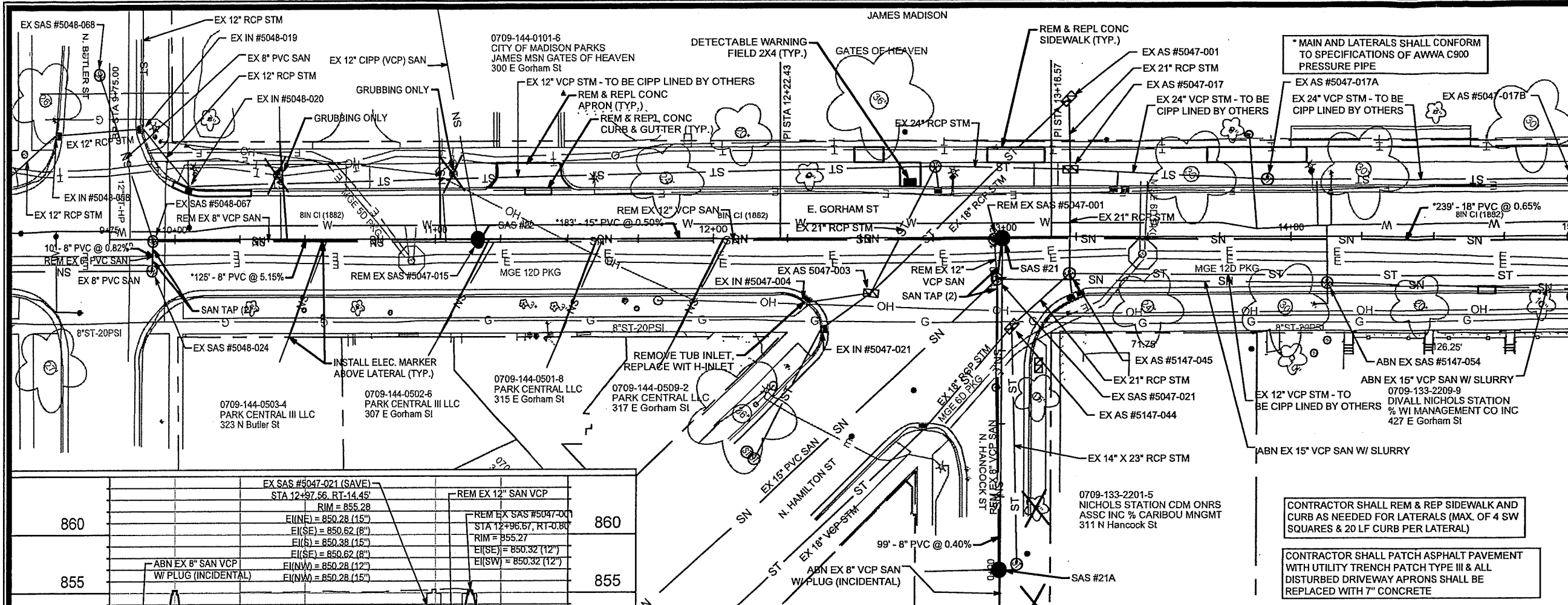
| REMOVE FROM | REMOVE TO | LGTH (FT) | PIPE SIZE | PIPE TYPE | PAID (Y/N) | NOTES |
|-------------------------|---------------|-----------|-----------|-----------|------------|------------------------|
| E. GORHAM STREET | | | | | | |
| SAS #5048-067 | SAS #5048-024 | 10 | 6" | PVC | N | REMOVE |
| SAS #5047-015 | SAS #5048-067 | 125 | 8" | VCP | N | REMOVE |
| SAS #5047-001 | SAS #5047-015 | 180 | 12" | VCP | N | REMOVE |
| SAS #5047-021 | SAS #5047-001 | 12 | 12" | VCP | N | REMOVE |
| SAS #5047-021 | SAS #21A | 99 | 8" | VCP | N | REMOVE |
| SAS #5147-054 | SAS #5047-021 | 110 | 15" | VCP | Y | ABAN W/ SLURRY (5CY) |
| SAS #5147-038 | SAS #5147-054 | 149 | 15" | VCP | Y | ABAN W/ SLURRY (6.8CY) |
| SAS #5147-038 | SAS #5147-037 | 21 | 8" | PVC | N | REMOVE |
| SAS #5147-037 | SAS #5147-019 | 218 | 6" | VCP | N | REMOVE |
| SAS #5147-019 | SAS #5147-004 | 88 | 6" | VCP | N | REMOVE |
| SAS #5147-004 | SAS #5147-028 | 195 | 6" | VCP | N | REMOVE |
| SAS #5147-028 | SAS #5147-002 | 193 | 6" | VCP | N | REMOVE |
| SAS #5147-002 | SAS #5146-002 | 194 | 6" | VCP | N | REMOVE |
| SAS #5146-005 | SAS #5146-006 | 224 | 6" | VCP | N | REMOVE |
| SAS #5146-004 | SAS #5146-005 | 199 | 6" | VCP | N | REMOVE |
| SAS #5246-024 | SAS #5146-004 | 164 | 6" | VCP | N | REMOVE |
| SAS #5146-007 | SAS #5146-008 | 216 | 6" | VCP | Y | ABAN W/ SLURRY (1.6CY) |
| SAS #5146-004 | SAS #5146-007 | 20 | 6" | VCP | Y | ABAN W/ SLURRY (0.2CY) |

* UTILITY LINE OPENINGS - ULOs (5 ADDITIONAL INDISTRIBUTED ULOs INCLUDED)

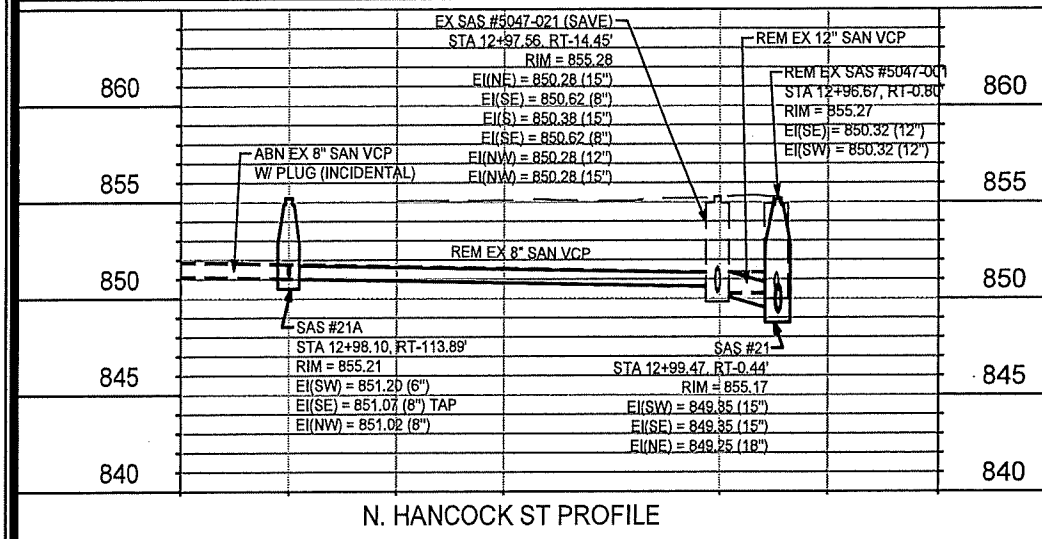
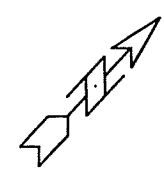
| ULO NO. | STATION | LOCATION (OFFSET) | TYPE | TOP ELEV. | NOTES |
|-------------------------|----------|-------------------|--------------|-----------|-------|
| E. GORHAM STREET | | | | | |
| ULO1 | 11+16.25 | RT-5.35 | ELECT DUCT | - | - |
| ULO2 | 11+17.80 | LT-2.80 | WATER | - | - |
| ULO3 | 13+00.25 | RT-5.50 | ELECT DUCT | - | - |
| ULO4 | 13+00.10 | LT-2.65 | WATER | - | - |
| ULO5 | 13+48.25 | RT-1.35 | ELECT STRUCT | - | - |

SPECIFIC NOTES

- [1] INSTALL INTERNAL CHIMNEY SEAL PER S.D.D. 5.7.17
- [2] INSTALL EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL
- [3] PROVIDE OFFSET CONE TO PLACE CONE AT EDGE OF TRAVEL LANE



MATCH LINE 15+00.00



EROSION CONTROL NOTES (APPLIES TO ENTIRE PROJECT AREA):

CONTRACTOR SHALL PROVIDE EROSION CONTROL PLANS FOR APPROVAL THAT ABIDES BY THESE NOTES AND THE CITY STANDARD SPECIFICATION.

EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY

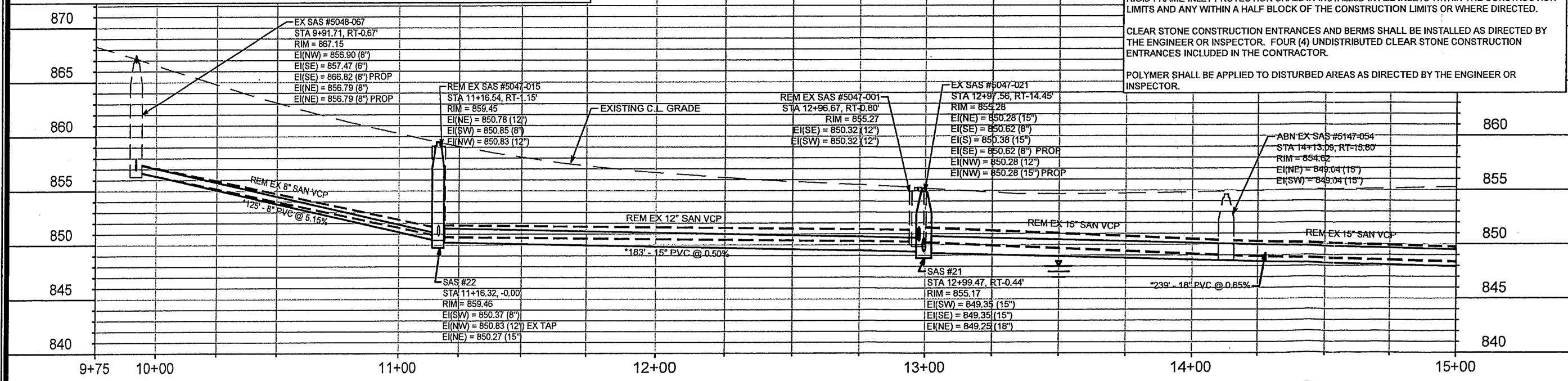
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THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH THE WDRSOC STANDARDS AND CITY OF MADISON STANDARD SPECIFICATIONS.

RIGID FRAME INLET PROTECTION SHALL BE INSTALLED IN ALL INLETS WITHIN THE CONSTRUCTION LIMITS AND ANY WITHIN A HALF BLOCK OF THE CONSTRUCTION LIMITS OR WHERE DIRECTED.

CLEAR STONE CONSTRUCTION ENTRANCES AND BERMS SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER OR INSPECTOR. FOUR (4) UNDISTRIBUTED CLEAR STONE CONSTRUCTION ENTRANCES INCLUDED IN THE CONTRACTOR.

POLYMER SHALL BE APPLIED TO DISTURBED AREAS AS DIRECTED BY THE ENGINEER OR INSPECTOR.

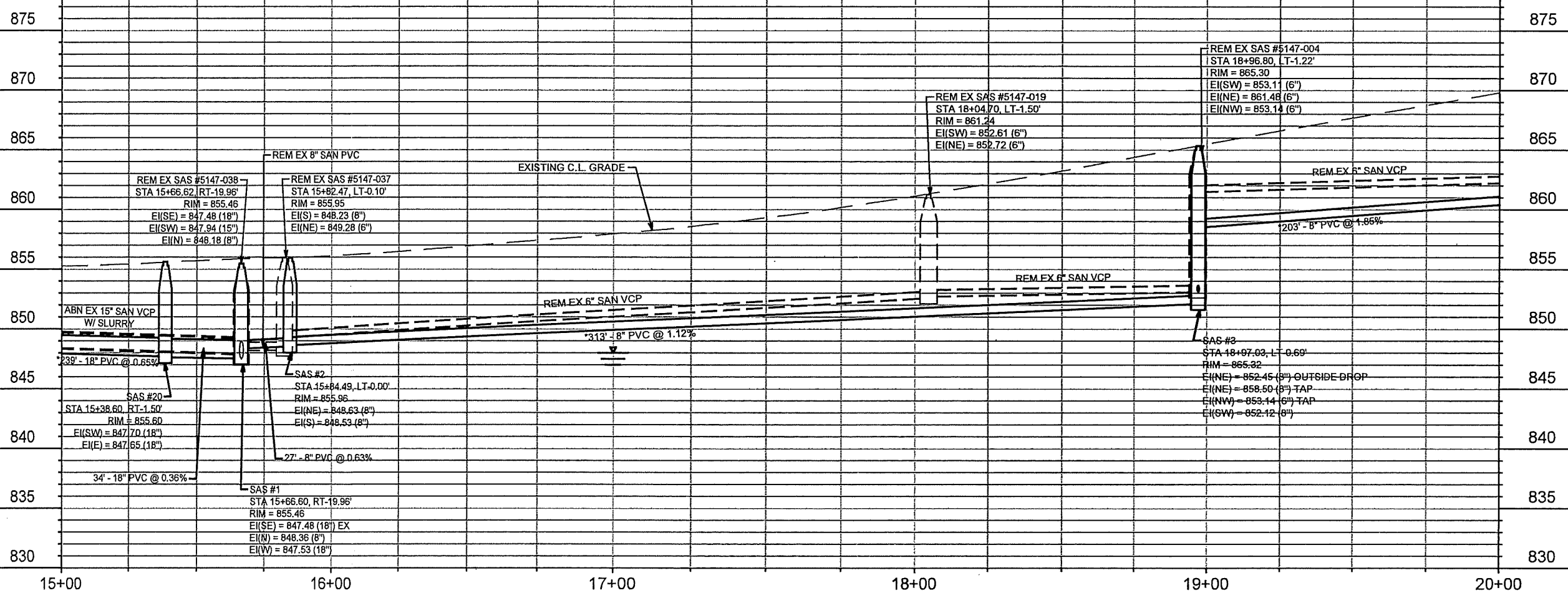
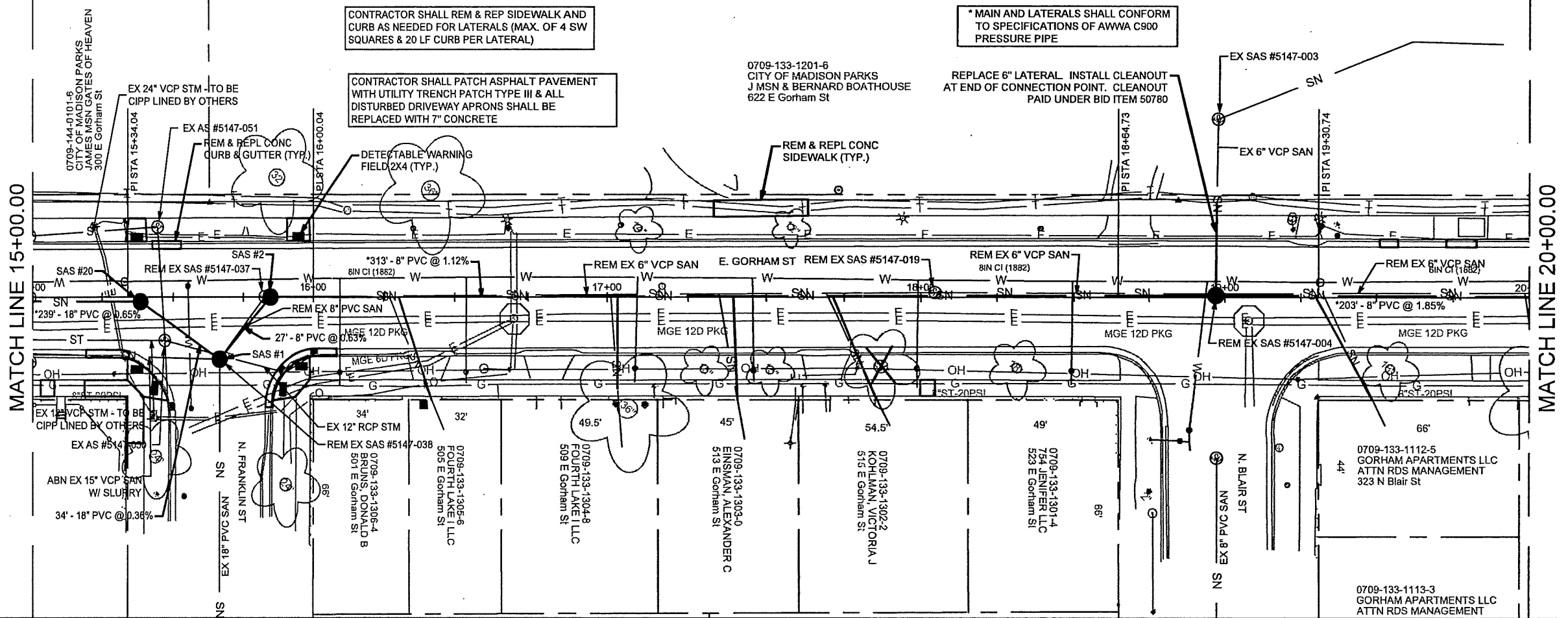


CONTRACTOR SHALL REM & REP SIDEWALK AND CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 LF CURB PER LATERAL)

CONTRACTOR SHALL PATCH ASPHALT PAVEMENT WITH UTILITY TRENCH PATCH TYPE III & ALL DISTURBED DRIVEWAY APRONS SHALL BE REPLACED WITH 7" CONCRETE

| | | | |
|---|-------------|------|-----|
| 12989 | MADISON, WI | 8864 | U-1 |
| CONTRACT NO: 8864 | | | |
| UTILITY PLAN & PROFILE | | | |
| E. GORHAM STREET RESURFACING: UTILITIES | | | |
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| 12989 | | | |
| U-1 | | | |

ORIG INAC



| MARK | REVISION | DATE | BY |
|------|----------|------|----|
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12989
 MADISON, WI
 CONTRACT NO: 8864

UTILITY PLAN & PROFILE
 E. GORHAM STREET RESURFACING: UTILITIES
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12989
 U-2

OTR/6/16/16

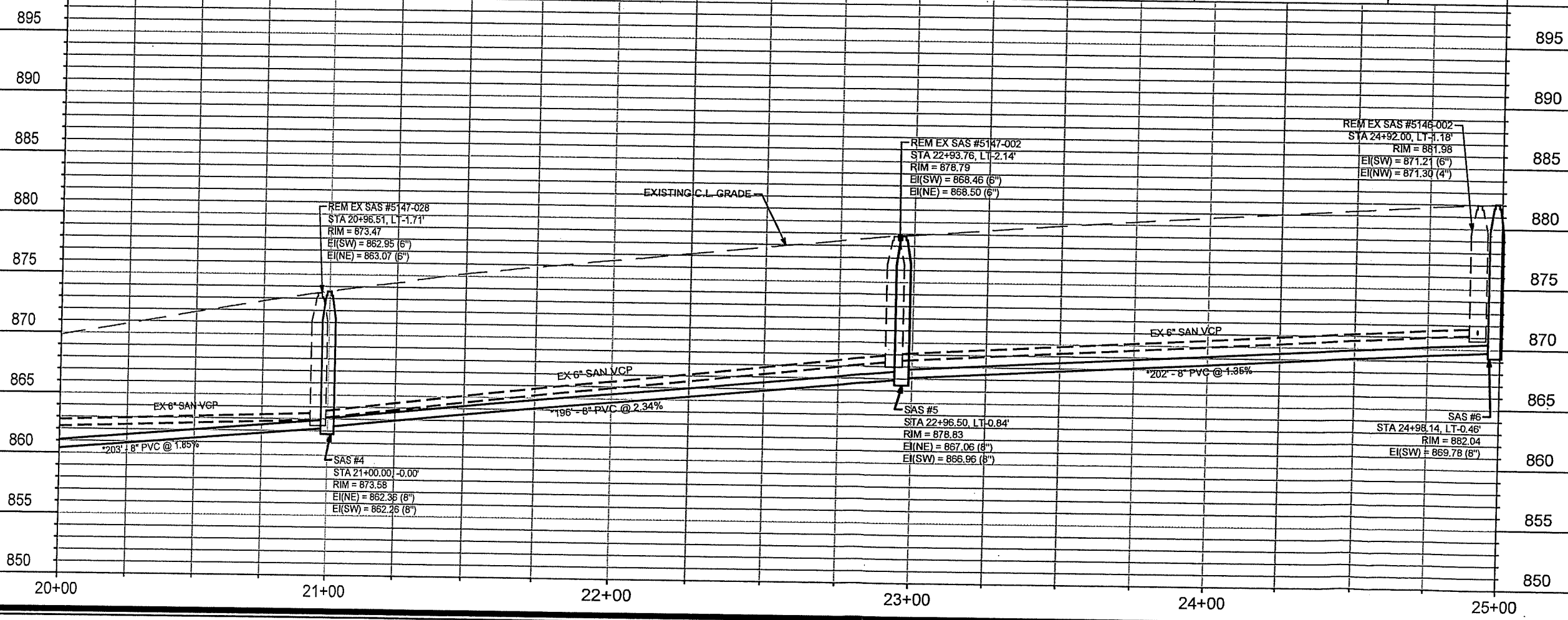
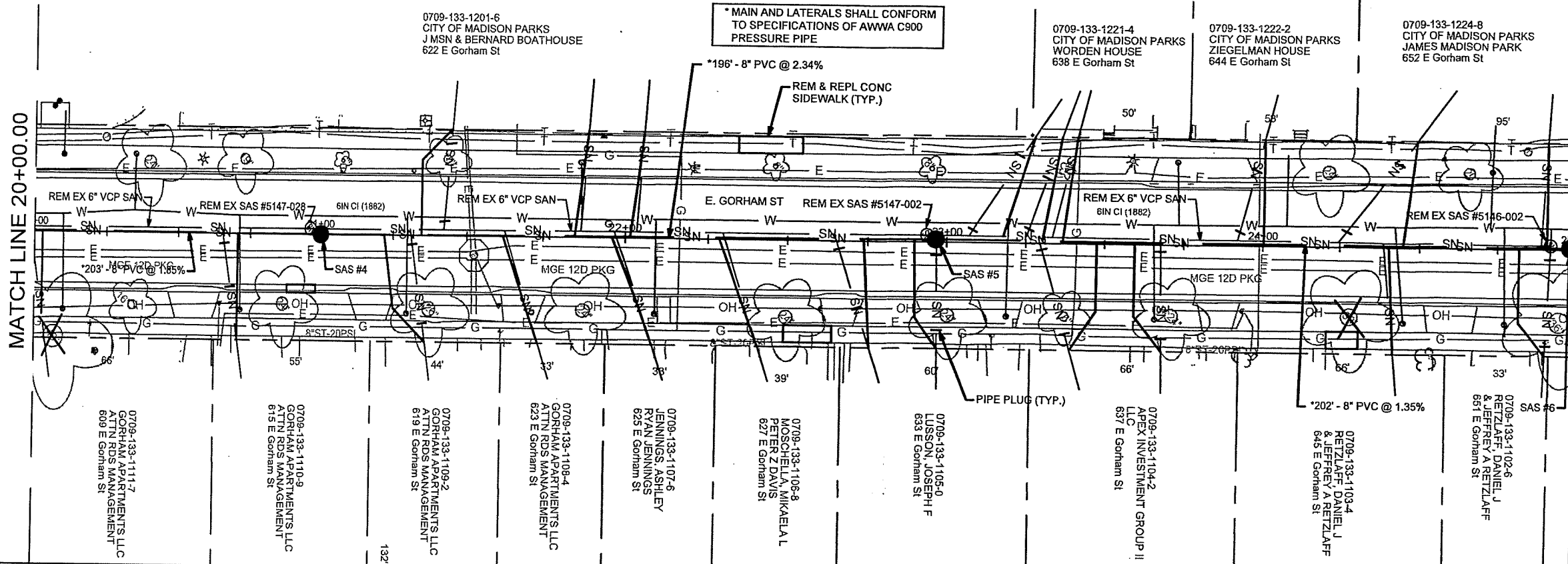
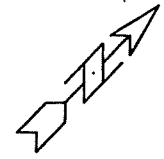
CONTRACTOR SHALL PATCH ASPHALT PAVEMENT WITH UTILITY TRENCH PATCH TYPE III & ALL DISTURBED DRIVEWAY APRONS SHALL BE REPLACED WITH 7" CONCRETE

CONTRACTOR SHALL REM & REP SIDEWALK AND CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 LF CURB PER LATERAL)

* MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF AWWA C900 PRESSURE PIPE

MATCH LINE 20+00.00

MATCH LINE 25+00.00



| MARK | REVISION | DATE | BY |
|------|----------|------|----|
| | | | |
| | | | |
| | | | |
| | | | |

12989
MADISON, WI
CONTRACT NO.: 8864

UTILITY PLAN & PROFILE
E. GORHAM STREET RESURFACING: UTILITIES
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12989
U-3

ORIGINAL

SANITARY SEWER SCHEDULE

| | |
|--|------------------|
| E. GORHAM STREET RESURFACING: PROJECT NO. 11865 | SHEET NO. U-6 |
| SANITARY SEWER SCHEDULE | |
| CITY OF MADISON | |

PROPOSED SANITARY STRUCTURES

| SAS NO. | STATION | LOCATION (OFFSET) | TOP OF CASTING | E.I. | DEPTH | NOTES |
|-------------------------|----------|-------------------|----------------|--------|-------|--------------|
| E. GORHAM STREET | | | | | | |
| SAS #1 | 15+66.60 | RT-19.96 | 855.46 | 847.48 | 7.98 | [1], [2] |
| SAS #2 | 15+84.49 | CL | 855.96 | 848.53 | 7.43 | [1], [2] |
| SAS #3 | 18+97.03 | LT-0.69 | 865.32 | 852.12 | 13.20 | OUTSIDE DROP |
| SAS #4 | 21+00.00 | CL | 873.58 | 862.26 | 11.32 | - |
| SAS #5 | 22+96.50 | LT-0.84 | 878.83 | 866.96 | 11.87 | - |
| SAS #6 | 24+98.14 | LT-0.46 | 882.04 | 869.78 | 12.26 | - |
| | | | | | | |
| SAS #20 | 15+38.60 | RT-1.50 | 855.6 | 847.65 | 7.95 | [1], [2] |
| SAS #21 | 12+99.47 | RT-0.44 | 855.17 | 849.25 | 5.92 | - |
| SAS #21A | 12+98.10 | RT-113.89 | 855.21 | 851.02 | 4.19 | - |
| SAS #22 | 11+16.32 | CL | 859.46 | 850.27 | 9.19 | - |
| | | | | | | |
| SAS #50 | 32+24.51 | RT-1.75 | 862.74 | 853.03 | 9.71 | - |
| SAS #51 | 31+70.64 | RT-5.03 | 865.57 | 855.83 | 9.74 | [3] |
| SAS #52 | 30+57.62 | RT-4.25 | 871.78 | 861.91 | 9.87 | [3] |
| SAS #53 | 28+11.90 | RT-3.27 | 881.00 | 863.25 | 17.75 | [3] |
| SAS #54 | 26+26.90 | RT-2.91 | 882.58 | 873.60 | 8.98 | [3] |

PROPOSED SANITARY PIPES

| FROM (DNSTM) | TO (UPSTM) | DWNSTRM E.I. | UPSTRM E.I. | PLAN (PAY) LGTH (FT) | SLOPE (%) | PIPE SIZE | PVC TYPE | NOTES |
|-------------------------|------------------|--------------|-------------|----------------------|-----------|-----------|----------|-------|
| E. GORHAM STREET | | | | | | | | |
| SAS #1 | SAS #2 | 848.36 | 848.53 | 27 | 0.63% | 8" | SDR-35 | - |
| SAS #2 | SAS #3 | 848.63 | 852.12 | 313 | 1.12% | 8" | C900 | - |
| SAS #3 | SAS #4 | 858.50 | 862.26 | 203 | 1.85% | 8" | C900 | - |
| SAS #4 | SAS #5 | 862.36 | 866.96 | 197 | 2.34% | 8" | C900 | - |
| SAS #5 | SAS #6 | 867.06 | 869.78 | 202 | 1.35% | 8" | C900 | - |
| | | | | | | | | |
| SAS #1 | SAS #20 | 847.53 | 847.65 | 34 | 0.36% | 18" | SDR-35 | - |
| SAS #20 | SAS #21 | 847.70 | 849.25 | 239 | 0.65% | 18" | C900 | - |
| SAS #21 | SAS #22 | 849.35 | 850.27 | 183 | 0.50% | 15" | C900 | - |
| SAS #22 | EX SAS #5048-067 | 850.37 | 856.79 | 125 | 5.15% | 8" | C900 | - |
| SAS #21 | EX SAS #5047-021 | 849.35 | 850.28 | 14 | 6.58% | 15" | SDR-35 | - |
| EX SAS #5047-021 | SAS #21A | 850.62 | 851.02 | 99 | 0.40% | 8" | SDR-35 | - |
| | | | | | | | | |
| SAS #50 | SAS #51 | 853.13 | 855.83 | 54 | 5.00% | 8" | C900 | - |
| SAS #51 | SAS #52 | 855.93 | 861.91 | 113 | 5.30% | 8" | SDR-35 | - |
| SAS #52 | SAS #53 | 862.02 | 863.25 | 246 | 0.50% | 8" | SDR-26 | - |
| SAS #53 | SAS #54 | 863.35 | 873.60 | 185 | 5.54% | 8" | SDR-26 | - |

SANITARY STRUCTURE REMOVALS & ABANDONMENTS

| STRUCTURE ID NO. | STATION | LOCATION (OFFSET) | TOP OF CASTING | E.I. | DEPTH | NOTES |
|-------------------------|----------|-------------------|----------------|--------|-------|---------|
| E. GORHAM STREET | | | | | | |
| SAS #5047-015 | 11+16.54 | RT-1.15 | 859.45 | 850.78 | 8.67 | REMOVE |
| SAS #5047-001 | 12+96.67 | RT-0.80 | 855.27 | 850.32 | 4.95 | REMOVE |
| SAS #5147-054 | 14+13.09 | RT-15.80 | 854.62 | 849.04 | 5.58 | ABANDON |
| SAS #5147-038 | 15+66.62 | RT-19.96 | 855.46 | 847.48 | 7.98 | REMOVE |
| SAS #5147-037 | 15+82.47 | LT-1.00 | 855.95 | 848.23 | 7.72 | REMOVE |
| SAS #5147-019 | 18+04.70 | LT-1.50 | 861.24 | 852.61 | 8.63 | REMOVE |
| SAS #5147-004 | 18+96.80 | LT-1.22 | 865.30 | 853.11 | 12.19 | REMOVE |
| SAS #5147-028 | 20+96.51 | LT-1.71 | 873.47 | 862.95 | 10.52 | REMOVE |
| SAS #5147-002 | 22+93.76 | LT-2.14 | 878.79 | 868.46 | 10.33 | REMOVE |
| SAS #5146-002 | 24+92.00 | LT-1.18 | 881.98 | 871.21 | 10.77 | REMOVE |
| SAS #5146-006 | 26+24.68 | LT-0.60 | 882.61 | 874.49 | 8.12 | REMOVE |
| SAS #5146-008 | 28+15.72 | LT-14.58 | 880.90 | 865.00 | 15.90 | ABANDON |
| SAS #5146-005 | 28+53.54 | LT-0.43 | 880.20 | 871.04 | 9.16 | REMOVE |
| SAS #5146-007 | 30+36.54 | LT-13.59 | 872.87 | 863.66 | 9.21 | ABANDON |
| SAS #5146-004 | 30+56.43 | LT-0.80 | 871.93 | 863.37 | 8.56 | REMOVE |
| SAS #5246-024 | 32+24.52 | RT-1.79 | 862.74 | 853.03 | 9.71 | REMOVE |

SANITARY PIPES REMOVALS & ABANDONMENTS

| REMOVE FROM | REMOVE TO | LGTH (FT) | PIPE SIZE | PIPE TYPE | PAID (Y/N) | NOTES |
|-------------------------|---------------|-----------|-----------|-----------|------------|------------------------|
| E. GORHAM STREET | | | | | | |
| SAS #5048-067 | SAS #5048-024 | 10 | 6" | PVC | N | REMOVE |
| SAS #5047-015 | SAS #5048-067 | 125 | 8" | VCP | N | REMOVE |
| SAS #5047-001 | SAS #5047-015 | 180 | 12" | VCP | N | REMOVE |
| SAS #5047-021 | SAS #5047-001 | 12 | 12" | VCP | N | REMOVE |
| SAS #5047-021 | SAS #21A | 99 | 8" | VCP | N | REMOVE |
| SAS #5147-054 | SAS #5047-021 | 110 | 15" | VCP | Y | ABAN W/ SLURRY (5CY) |
| SAS #5147-038 | SAS #5147-054 | 149 | 15" | VCP | Y | ABAN W/ SLURRY (6.8CY) |
| SAS #5147-038 | SAS #5147-037 | 21 | 8" | PVC | N | REMOVE |
| SAS #5147-037 | SAS #5147-019 | 218 | 6" | VCP | N | REMOVE |
| SAS #5147-019 | SAS #5147-004 | 88 | 6" | VCP | N | REMOVE |
| SAS #5147-004 | SAS #5147-028 | 195 | 6" | VCP | N | REMOVE |
| SAS #5147-028 | SAS #5147-002 | 193 | 6" | VCP | N | REMOVE |
| SAS #5147-002 | SAS #5146-002 | 194 | 6" | VCP | N | REMOVE |
| SAS #5146-005 | SAS #5146-006 | 224 | 6" | VCP | N | REMOVE |
| SAS #5146-004 | SAS #5146-005 | 199 | 6" | VCP | N | REMOVE |
| SAS #5246-024 | SAS #5146-004 | 164 | 6" | VCP | N | REMOVE |
| SAS #5146-007 | SAS #5146-008 | 216 | 6" | VCP | Y | ABAN W/ SLURRY (1.6CY) |
| SAS #5146-004 | SAS #5146-007 | 20 | 6" | VCP | Y | ABAN W/ SLURRY (0.2CY) |

SPECIFIC NOTES

- [1] INSTALL INTERNAL CHIMNEY SEAL PER S.D.D. 5.7.17
- [2] INSTALL EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL
- [3] PROVIDE OFFSET CONE TO PLACE CONE AT EDGE OF TRAVEL LANE

ORIGINAL

SECTION E: BIDDERS ACKNOWLEDGEMENT

E. GORHAM STREET RESURFACING: UTILITIES
CONTRACT NO. 8864

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 and Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI; an individual trading as a partnership consisting of _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

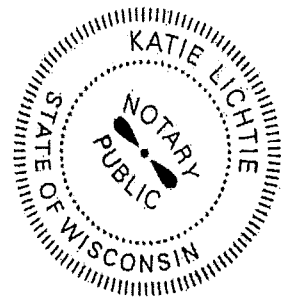
Austin Betts
SIGNATURE

AM
TITLE, IF ANY

Sworn and subscribed to before me this 28 day of May, 2020.

Kathy
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 21-06-23

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



Contract 8864 – 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

E. GORHAM STREET RESURFACING: UTILITIES
CONTRACT NO. 8864

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: SPEEDWAY SAND & GRAVEL INC
8500 GREENWAY BLVD. SUITE 202
Address: MIDDLETON, WI 53562
Telephone Number: 608 836 1071 Fax Number: 608 836 7485
Contact Person/Title: Dustin Bittner

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

5/28/2020
Date

**E. GORHAM STREET RESURFACING: UTILITIES
CONTRACT NO. 8864**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount | |
|--|--------------|-----------------------|---|
| Living Landscapes | Landscape | 1.6 | % |
| JR's construction + landscaping | Landscape | 0.6 | % |
| Schlobaum Trucking | Trucking | 3.0 | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| Subtotal SBE who are NOT suppliers: | | <u>5.2</u> | % |

SBE Subcontractors Who Are Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount | |
|--|--------------|-----------------------|-----------------------|
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| Subtotal Contractors who are suppliers: | | _____ % x 0.6 = _____ | % (discounted to 60%) |
| Total Percentage of SBE Utilization: | | <u>5.2</u> | %. |

E. GORHAM STREET RESURFACING: UTILITIES

CONTRACT NO. 8864
DATE: 5/28/2020

**Speedway Sand & Gravel,
Inc.**

| Item | Quantity | Price | Extension |
|---|----------|--------------|--------------|
| Section B: Proposal Page | | | |
| 10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS | 110.00 | \$25.00 | \$2,750.00 |
| 10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE BOARD - DAYS | 14.00 | \$65.00 | \$910.00 |
| 20217 - CLEAR STONE - TON | 500.00 | \$5.00 | \$2,500.00 |
| 20401 - CLEARING - I.D. | 135.00 | \$80.00 | \$10,800.00 |
| 20406 - GRUBBING - I.D. | 184.00 | \$35.00 | \$6,440.00 |
| 21002 - EROSION CONTROL INSPECTION - EACH | 5.00 | \$500.00 | \$2,500.00 |
| 21011 - CONSTRUCTION ENTRANCE - EACH | 4.00 | \$150.00 | \$600.00 |
| 21013 - STREET SWEEPING - LUMP SUM | 1.00 | \$5,700.00 | \$5,700.00 |
| 21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH | 20.00 | \$280.00 | \$5,600.00 |
| 21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH | 30.00 | \$65.00 | \$1,950.00 |
| 21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH | 20.00 | \$25.00 | \$500.00 |
| 30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F. | 120.00 | \$53.00 | \$6,360.00 |
| 40251 - ASPHALT MATERIAL FOR CURB FRONT FILL - L.F. | 1169.00 | \$9.80 | \$11,456.20 |
| 40382 - REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED - RESURFACING - L.F. | 1169.00 | \$34.60 | \$40,447.40 |
| 40391 - REMOVE AND REPLACE 5 INCH CONCRETE SIDEWALK - RESURFACING - S.F. | 5829.00 | \$10.40 | \$60,621.60 |
| 40391 - REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK AND DRIVE- RESURFACING - S.F. | 2129.00 | \$11.15 | \$23,738.35 |
| 60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F. | 1000.00 | \$2.00 | \$2,000.00 |
| 60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F. | 150.00 | \$25.00 | \$3,750.00 |
| 50741 - TYPE H INLET - EACH | 1.00 | \$5,435.00 | \$5,435.00 |
| 10704 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION - LUMP SUM | 1.00 | \$47,575.00 | \$47,575.00 |
| 10914 - MOBILIZATION FOR SANITARY SEWER INSTALLATION - LUMP SUM | 1.00 | \$205,950.00 | \$205,950.00 |
| 20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH | 13.00 | \$1,950.00 | \$25,350.00 |
| 20331 - ABANDON SEWER ACCESS STRUCTURE (SANITARY) - EACH | 3.00 | \$1,750.00 | \$5,250.00 |
| 20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y. | 13.60 | \$395.00 | \$5,372.00 |
| 50202 - DEWATERING TYPE II - LUMP SUM | 1.00 | \$100.00 | \$100.00 |
| 50212 - SELECT BACKFILL SANITARY SEWER - T.F. | 3598.00 | \$0.01 | \$35.98 |
| 50225 - UTILITY TRENCH PATCH TYPE III - T.F. | 3062.00 | \$101.05 | \$309,415.10 |
| 50301 - 8" PVC SEWER PIPE (SDR 35 & SDR-26) - L.F. | 795.00 | \$244.20 | \$194,139.00 |
| 50304 - 15" PVC SEWER PIPE (SDR 35) - L.F. | 14.00 | \$250.20 | \$3,502.80 |
| 50305 - 18" PVC SEWER PIPE (SDR 35) - L.F. | 34.00 | \$267.20 | \$9,084.80 |
| 50321 - 8" PVC PRESSURE SANITARY SEWER PIPE - L.F. | 969.00 | \$248.20 | \$240,505.80 |
| 50324 - 18" PVC PRESSURE SANITARY SEWER PIPE - L.F. | 239.00 | \$287.20 | \$68,640.80 |
| 50354 - SANITARY SEWER LATERAL - RESURFACING - L.F. | 535.00 | \$19.30 | \$10,325.50 |
| 50355 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F. | 829.00 | \$21.70 | \$17,989.30 |
| 50356 - RECONNECT SANITARY SEWER LATERAL - EACH | 18.00 | \$4,830.00 | \$86,940.00 |
| 50357 - RECONNECT SANITARY SEWER LATERAL - PRESSURE PIPE - EACH | 29.00 | \$5,580.00 | \$161,820.00 |
| 50361 - WASTEWATER CONTROL - LUMP SUM | 1.00 | \$10,600.00 | \$10,600.00 |

E. GORHAM STREET RESURFACING: UTILITIES

CONTRACT NO. 8864

DATE: 5/28/2020

**Speedway Sand & Gravel,
Inc.**

| Item | Quantity | Price | Extension |
|---|---------------|------------|-----------------------|
| 50701 - 4' DIA SAS - EACH | 15.00 | \$6,325.00 | \$94,875.00 |
| 50390 - SEWER ELECTRONIC MARKERS - EACH | 101.00 | \$40.00 | \$4,040.00 |
| 50771 - INTERNAL CHIMNEY SEAL - EACH | 3.00 | \$425.00 | \$1,275.00 |
| 50780 - CLEANOUT - EACH | 1.00 | \$1,135.00 | \$1,135.00 |
| 50781 - 8 INCH SANITARY SEWER OUTSIDE DROP - V.F. | 5.60 | \$375.00 | \$2,100.00 |
| 50791 - SANITARY SEWER TAP - EACH | 7.00 | \$1,450.00 | \$10,150.00 |
| 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH | 3.00 | \$1,475.00 | \$4,425.00 |
| 50801 - UTILITY LINE OPENINGS (ULO) - EACH | 10.00 | \$750.00 | \$7,500.00 |
| 90030 - 16" PVC PRESSURE SANITARY SEWER PIPE - L.F. | 183.00 | \$270.20 | \$49,446.60 |
| 46 Items | Totals | | \$1,771,601.23 |



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

Deputy City Engineer
Gregory T. Fries, P.E.
Deputy Division Manager
Kathleen M. Cryan
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
James M. Wolfe, P.E.
Facilities & Sustainability
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

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

SURETY

Fidelity and Deposit Company of Maryland.
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

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

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

November 11, 2019
DATE

Nicole Stillings
AGENT SIGNATURE

1600 Aspen Commons, Suite 990
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-242-2551
TELEPHONE NUMBER

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

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Melinda C. BLODGETT, Colby D. WHITE, Jerome T. 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
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 17th day of June 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 **JUNE 16, 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:

E. GORHAM STREET RESURFACING: UTILITIES CONTRACT NO. 8864

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED ONE AND 23/100 (\$1,771,601.23)** 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.

**E. GORHAM STREET RESURFACING: UTILITIES
CONTRACT NO. 8864**

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

Countersigned:

| | | | |
|--------------------------|----------------|---|----------------|
| | | SPEEDWAY SAND & GRAVEL, INC. | |
| | | Company Name | |
| <u>Tracy Hellenbrand</u> | <u>6/17/20</u> | <u>Dustin Bittner</u> | <u>6/17/20</u> |
| Witness | Date | President PM | Date |
| <u>Tracy Hellenbrand</u> | <u>6/17/20</u> | <u>Jarice Ryan</u> | <u>6/17/20</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>07/02/2020</u> | <u>Michael Haas</u> | <u>7/6/2020</u> |
| Finance Director | Date | City Attorney | Date |
| <u>[Signature]</u> | <u>7/6/2020</u> | <u>[Signature]</u> | <u>7/6/2020</u> |
| Witness | Date | Mayor | Date |
| <u>Loren M. Peroz</u> | <u>6/26/20</u> | <u>[Signature]</u> | <u>6/26/20</u> |
| Witness | Date | City Clerk | Date |

Bond No. 9264646

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and **Fidelity and Deposit Company of Maryland** Company of **Schaumburg, IL** as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED ONE AND 23/100 (\$1,771,601.23)** 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:

**E. GORHAM STREET RESURFACING: UTILITIES
CONTRACT NO. 8864**

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 17th day of June, 2020

Countersigned:

Tracy Hellenbrand
Witness

Janice Ryan
Secretary

Approved as to form:

Michael Haas
City Attorney

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

Dustin B...
President pm Seal

Fidelity and Deposit Company of Maryland Seal

Surety
 Salary Employee Commission
By Nicole Stifings
Attorney-in-Fact **Nicole Stifings**

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.

June 17, 2020
Date

Nicole Stifings
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 Maryland (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 17th day of June, 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
800-626-4577