

\$397,518.32
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DEMETRAL PARK PATH: PHASE 2

CONTRACT NO. 7901

PROJECT NO. 11515

MUNIS NO. 11515

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON AUGUST 3, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**DEMETRAL PARK PATH: PHASE 2
CONTRACT NO. 7901**

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This Proposal, and Agreement have
been prepared by:

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

Jim Wolfe for:
Robert F. Phillips, P.E., City Engineer

RFP: ac

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:	DEMETRAL PARK PATH: PHASE 2
CONTRACT NO.:	7901
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	7/1/2021
BID SUBMISSION (2:00 P.M.)	7/8/2021
BID OPEN (2:30 P.M.)	7/8/2021
PUBLISHED IN WSJ	6/17/2021, 6/24/2021 & 7/1/2021

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

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

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

DEMETRAL PARK PATH: PHASE 2 CONTRACT NO. 7901

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, August 5, 2021**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, August 4, 2021**.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, replacement of concrete pavement, concrete sidewalk, asphalt pavement, base preparation, curb & gutter, driveway aprons, pavement markings, storm sewer structures and pipes, path lighting, and restoration.

The general scope of this project includes: replacing existing sidewalk on the southerly-side of E Johnson at N First with widened concrete path, includes bike repair station and bus pad replacement; reconstruct the sidewalk around E Johnson and N Third St with a widened concrete path, including shifting the curb on N Third with storm sewer adjustments; construct a new 10'-wide asphalt path in the grassy area behind the Kwik Trip to connect the path from N Third St to the existing path at Demetral Field. Demetral Field is a closed landfill with a soil only cap with no geomembrane.

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 105.12 COOPERATION BY THE CONTRACTOR

It is expected that certain items of work will require multiple mobilizations to meet the scheduling and restoration requirements of the contract.

East High School and the general public regularly utilizes the facilities in Demetral Field, including during regular working hours. Access to these fields must be maintained at all times. Construction fencing shall be installed around the fields adjacent to construction. The contractor shall contact Brandon Halverson, blhalverson@madison.wi.us, to notify and coordinate any work around the athletic fields.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or

replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2. The Contractor shall maintain access for property owners.

Coordination with Tiny Homes Village

There is on-going work at the Tiny Homes Village at 304 N Third St that may or may not be completed by the start of this project. The Contractor shall coordinate as needed with Chris Quandt of Bachmann Construction, cquandt@bachmannconstruction.net or 608-222-8869, to maintain Bachmann Construction's needed access during construction.

The Contractor shall take special care to not damage the existing wooden planters at the Tiny Homes Village at 304 N Third St.

Coordination with Kwik Trip

The contractor shall coordinate with the Kwik Trip Gas Station at 401 N Third St prior to and during construction of the asphalt path in the grassy area behind the Kwik Trip parking lot. The contractor shall coordinate with the Kwik Trip store leader, Leah Willett at (608) 441-3533.

There is an existing water irrigation system in the grassy area that will need to be partially relocated prior to path construction. The contractor shall work with Kwik Trip to locate all sprinklers in the area and then shut off the irrigation system during construction. The sprinklers shall be relocated to avoid conflicts with proposed path (paid under the appropriate bid item).

In addition, there are two areas of fence removal that will need to be coordinated with Kwik Trip. The portion of wooden fence parallel to N Third St will need to be removed, and a portion of the wooden fence between Kwik Trip and Demetral Field will need to be partially removed to make room for the path (paid under the appropriate bid item).

Coordination with Utilities

There are multiple private utilities present within the right-of-way and path easement. Although no utility conflicts are expected with this project, the Contract shall notify private utilities and coordinate any potential conflicts that may arise.

AT&T has a fiber line in the grassy area behind the Kwik Trip parking lot. The AT&T facilities should be deep enough that there are no conflicts with the proposed asphalt path. The Contractor shall take care as to not damage any existing AT&T facilities. The fiber line is at its shallowest by the sidewalk on the northeasterly-side of N Third St where the asphalt path connects (STA 24+40). The Contractor shall locate and use hand digging to find the fiber line by the sidewalk and ensure it is protected during construction. The contractor shall contact Brian Scholz, bs3154@att.com, to coordinate any potential conflicts that might arise. This careful excavation is considered incidental to the excavation cut item.

Charter Spectrum has a telecomm line in the grassy area behind the Kwik Trip parking lot. The Charter facilities should be deep enough that there are no conflicts with the proposed asphalt path. There is an existing Charter handhole (STA 27+07) that is outside of the path paving limits, but with the grading limits. The Contractor shall take care as to not damage any existing Charter facilities. The contractor shall contact Andy Wietecka, andy.wietecka@charter.com or (608) 209-9888, to coordinate any potential conflicts that might arise.

Madison Gas and Electric shall be notified prior to any work around valve boxes.

Coordination with Landfill Engineer

Demetral Field is a closed landfill site that is closely monitored by the City of Madison with landfill gas extraction and leachate collection system that operates 24 hours per day. There are landfill gas probes within the project limits as marked on the plans. One gas probe on the south-side of the path at STA 27+84 will need to be raised to fit the path side-slope, this work will be done by City Landfill crews. There is also a gas probe handhole at STA 28+11 within the path side-slope that shall remain as-is. The

Contractor shall contact Jack Brody, JBrody2@cityofmadison.com or (608) 267-9408, to coordinate the gas probe adjustment and provide the time and space for the Landfill crews to complete the work. Provide a minimum of one (1) weeks' notice prior to any work in this area.

The project site consists entirely of City of Madison Park lands, City of Madison Right-of-Way, and City of Madison Easement (Doc No. 5661870). The Contractor shall limit ground disturbance in the grassy area behind the Kwik Trip Parking Lot to stay within the Temporary Limited Easement. The Contractor shall take great care to minimize disturbance of park land beyond the construction limits, which shall be assumed to extend 5 feet beyond the slope intercepts shown on the plans. The Contractor shall be financially responsible for restoration of land disturbed outside these limits.

Notify City Traffic Engineering, Troy Vant (395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

The contractor shall maintain existing street light until new LB-3 base for SL 3918 is poured and new street light is operational. Coordinate with City TE, Troy Vant (395-1975), connection to existing conduit and installation of new SL3918.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

A traffic control plan for a portion of the work is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. It shall not be considered to scale. The contractor shall not use the traffic control plan to represent quantity of drums. Drums shall be spaced per M.U.T.C.D. The contractor shall maintain all lanes shown on the traffic control plan. Accomplish the construction sequence, including the associated traffic control as detailed in the traffic control section of the plans, and as described in this traffic article. Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article. Submit all traffic control change requests to the construction engineer at least 7 working days prior to an actual traffic control change. A request does not constitute approval. For project locations not covered by the traffic control plans, the Contractor shall submit a traffic control plan to City Traffic Engineering for approval prior to the start of work in those areas.

Traffic Control Phase 1: The necessary traffic control phases for the work on Johnson Street at N First St are shown in the plans. This work shall not exceed more than 14 calendar days. Johnson St, east of First St intersection, may be reduced to two-travel lanes during off-peak hours only. Contractor shall allow for a minimum of 11' lanes for the traffic control. Contractor may complete traffic control phasing in a different sequence to complete the necessary work along Johnson Street. Any use of temporary pavement shall be incidental to the Traffic Control bid item. The EB bike lane on Johnson St may be closed for the duration of the work at First St. Bikes shall be detoured onto First Street as shown in the traffic control plan. The Contractor shall complete the necessary detour as shown in plans to direct bicycles and pedestrian traffic onto First St and up Dayton St. Dayton St shall be closed to through traffic except for local traffic only. First St traffic will transition over to two lanes going SB with the right hand lane closed for bike and pedestrian traffic. All signing will be done by the contractor. Allow access to driveways at all times.

Tim Sobota from Madison Metro shall be notified seven (7) days in advance of the E Johnson bus stop relocation to the west side of the First St intersection. Tim Sobota can be reached at (608) 261-4289 or metronotice@cityofmadison.com. The temporary bus stop relocation will require additional signage (not included on Traffic Control Plan) along the right-turn lane on E Johnson St, west of First St. that shall read "Right Turn Only, Except Buses".

Traffic Control Phase 2: The necessary traffic control phases for the work on Johnson St and Third St are as follows; WB Johnson St between Third St and Pennsylvania Avenue may be closed for a total of 10 Calendar Days and this work shall not overlap with the work on Johnson at First. These 10 Calendar Days shall start on a Thursday and be re-opened to traffic one (1) week from the following Monday by 5am. Any additional work beyond this allowed closure shall maintain two-way traffic on Johnson St, which may be accomplished with use of flag persons during non-peak hours. Two-way traffic on Third St must be maintained at all times. Traffic along EB Johnson St must be maintained at all times with a flagger maintaining one-way EB traffic while construction is done on EB Johnson St through the Third St intersection. Use of flag persons may only be allowed during non-peak hours.

All commercial driveways must be maintained at all times.

Tim Sobota from Madison Metro shall be notified fourteen (14) days in advance of the WB Johnson St Closure between Third St and Pennsylvania Ave. Tim Sobota can be reached at (608) 261-4289 or metronotice@cityofmadison.com.

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

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times.

Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

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

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

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

Contact Alexandra Heinritz, City of Madison Traffic Engineering, at ahleinritz@cityofmadison.com or 608-267-1102 for questions on this spec.

SECTION 108.2 PERMITS

The City of Madison has also submitted a DNR Development at Historic Fill Site or Licensed Landfill Exemption Application. Work on the project shall not begin until the City has obtained authorization from the DNR for this work.

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by City Staff. Contractor may be required to complete additional inspections following storm events on weekends, and this work will be paid for under the appropriate bid item.

SECTION 109.2 PROSECUTION OF WORK

The Contractor may begin work as early as **August 23, 2021**. All work under this contract shall be completed by **October 23, 2021**. Once work begins, all work under this contract shall be completed within **Forty-Five (45) Calendar Days**, and, once work begins at the First St. location, all work in that area shall be completed within **Fourteen (14) Calendar Days**. The Contractor shall notify the Engineer of their anticipated start date a minimum of 3 weeks prior to that date.

Work shall begin only after the contract is fully signed and executed, all permits are in place, and the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Depending on the status of contract routing, it may not be feasible to start prior to the date above.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract timeframe shall be \$800. The fixed, agreed upon, liquidated damages for failure to complete the work by the interim

completion date for the work near First St. shall be \$400 per calendar day. The liquidated damages shall be summed in the event that all of the work is not completed within the specified timeframe and the work specified for completion by the interim date is not yet completed. The time of completion will be computed in accordance with Section 109.7 of the Specifications with the start date as determined by the start of work letter.

SECTION 203.2 DISPOSING OF MATERIALS

The Contractor shall comply with Section 203.2 of the City of Madison Standard Specifications for Public Works Construction for disposal of materials.

Due to the project’s location on a historic landfill, excavation activity may penetrate the landfill’s compacted soil cap. Any waste material encountered beneath the landfill’s cap as categorized by the City Inspector or City Landfill Operations staff member will be disposed of at either the Dane County Sanitary Landfill or the Madison Prairie Landfill, associated segregating and hauling costs are considered incidental to the excavation cut item. The City will handle material profile and pay the associated tipping fees. Such encounters are anticipated to be very low in occurrence and the City Inspector or a City Landfill Operations employee will be available during excavation to assist with categorizing material as it is removed.

SECTION 210.1(d) STREET SWEEPING

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

SECTION 601.10 MATERIALS FURNISHED BY THE City Of Madison

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Ed Smith at 266-9034) twenty four (24) hours prior to picking up any materials.

ITEM		Quantity
1" x 40"	Anchor Bolts for LB-3 Base	1 set of 4
1-1/4" x 48"	Anchor Bolts for LB-8 Base	1 set of 4
Concrete Pole Street Light Unit	Pole, Arm & Fixture for Path Lighting	2

BID ITEM 20326 – REMOVE FENCE

DESCRIPTION

All work under this bid item shall be completed in accordance with Section 203 of the Standard Specifications and as provided herein.

The approximate location of fence to be removed is indicated on the plans. This work shall also include modifying the remaining fence by providing a new end section and end post where necessary. Existing fence hardware which can be salvaged in good condition may be used to construct the end section. Any new materials necessary to complete the installation, including posts and foundations, shall substantially match or exceed the existing fence with respect to material strength and thickness, post embedment, and finish. This item covers all types of fence removal, including both wooden and metal fences.

METHOD OF MEASUREMENT

Remove Fence will be measured along the existing fence from end post to end post of the new fence.

BASIS OF PAYMENT

Remove Fence will be paid at the contract price per Linear Foot, which shall be full payment for removing a portion of the existing fence and establishing new end post(s) as described, including salvaging or disposal of removed materials and furnishing all new materials necessary to properly support the remaining existing fence.

BID ITEM 21012 – STREET CONSTRUCTION ENTRANCE BERM

This item shall be installed at the locations indicated on the erosion control plans or as directed by the engineer. All work shall be completed per the standard specifications and per the special provisions noted herein.

It is expected construction entrance berms may need to be moved or replaced in different locations as construction progresses. It shall be the Contractor's responsibility to maintain the required construction entrances in locations that accommodate the various stages of work and no additional payment will be made for such work. Construction entrances shall be located at N Third St and N Fourth St, the Kwik Trip parking lot is not a permitted construction entrance. The Contractor shall maintain a minimum of 8-ft of paved, accessible surface to the Demetral Field entrance and path at N Fourth St, as this entrance will be part of the larger path detour plan. If directed, the Contractor shall install construction fencing (paid under the appropriate item) to separate the construction entrance location from the open path route.

Maintenance of the entrance, removal, restoration and/or repair of any disturbed or damaged area within the immediate limits of the entrance, including fencing, curb and gutter, sidewalk, pavement, turf, or other elements shall be considered incidental to the entrance bid items.

BID ITEM 90001 – BENCH

DESCRIPTION

This work shall consist of the furnishing and installing benches as shown on the plans and as herein provided.

MATERIALS

Benches shall be 72" length as indicated, black color to match "signal black" RAL9004. Acceptable product manufacturers are: #SC3005-BS-72, Landscape Forms, 15108 Chestnut Circle Burnsville, MN 55306, (800) 521-2546, and Overture Bench, Thomas Steele, 2700 Laura Lane, Middleton, WI 53562, (608) 831-9040.

CONSTRUCTION

Install benches with stainless steel bolt and anchor system according to manufacturer's instructions in locations shown on the plans.

METHOD OF MEASUREMENT

Benches shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

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

BID ITEM 90002 – BIKE RACK, 3-STALL

DESCRIPTION

This work shall consist of the furnishing and installing multi-stall bike racks as shown on the plans and as herein provided.

MATERIALS

Bike rack shall be a 3-stall, single sided bike rack. Capacity to be determined by the number of looped down brackets; the end supports shall not count as locations to calculate capacity. Acceptable racks are: the Campus Rack made by Dero Bike Rack Company, the City Bike Rack made by Saris, or approved equal. Bike racks shall be steel, hot-dipped galvanized finish and painted black to match signal black" RAL9004.

CONSTRUCTION

Install plastic shims under the base of the bike rack to elevate the anchoring location slightly above the sidewalk; coordinate shim placement with the Engineer. Bike rack shall be installed by flange and stainless steel bolt system per the manufacturer's recommendations.

METHOD OF MEASUREMENT

Bike Racks shall be measured by the unit, each, provided, installed and accepted in place.

BASIS OF PAYMENT

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

BID ITEM 90003 – CONSTRUCTION FENCING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fencing from the project site as shown on the plans. This fence shall be highly visible, constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. Any required maintenance or re-installation of fencing is included with this item. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, to help close off construction areas more tightly, to help guide path users to available routes, and to prevent disturbance of areas in use by the public during construction operations. The fencing shall be used freely at the direction of the Engineer.

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work.

This item includes construction fencing placed as tree protection fencing.

Construction Fencing shall be Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)
- Metal posts or other durable posts of acceptable strength
- Maximum distance between posts: 7-ft
- Fence placement shall extend fully to the ground surface

METHOD OF MEASUREMENT

Construction Fencing (plastic) shall be measured by the Linear Foot of material placed, maintained, and removed.

BASIS OF PAYMENT

Construction fence (plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90004 – ADJUST WATER IRRIGATION SYSTEM

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to locate and relocate the Water Irrigation System in the private green space behind the Kwik Trip parking lot as needed to move water sprinklers out of the Permanent Path Easement and within the Temporary Path Easement. The exact sprinkler system locations are not fully known at this time and will need to be investigated and confirmed in the field. The Contractor shall coordinate with the Kwik Trip Store Leader, Leah Willett (608-441-3533), to run the irrigation system, determine sprinkler locations/zones, and coordinate relocations as needed. The irrigation system will be shut off in the area during relocation work.

Relocation of the irrigation will include trenching and installing new piping and fittings as necessary to locate the sprinkler heads outside of the path work and within the areas bounded by the temporary easement. Salvageable materials shall be reused.

METHOD OF MEASUREMENT

Adjust Water Irrigation System shall be measured by the lump sum, installed and accepted in place.

BASIS OF PAYMENT

Adjust Water Irrigation System shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90005 – REMOVE AND REPLACE OPEN-CELLED PAVERS

DESCRIPTION

This bid item includes all work necessary to remove and replace open-celled pavers at the locations indicated on the plans or as directed by the engineer.

The existing emergency access is constructed with open-celled pavers. As part of the project, this access will be relocated to accommodate the new sidewalk and curb alignment. The contractor shall remove the existing open-celled pavers taking care to not damage the pavers. Salvageable pavers shall be used, but the new area of the driveway entrance is different than the existing area. The contractor shall provide and install additional pavers as necessary to construct the entrance per the limits indicated on the plans. New

pavers shall match any salvaged pavers and/or shall be installed with Turfstone 24"x16"x3-1/2" pavers or approved equal.

The pavers shall be installed on a base of 6" of gradation 3 crushed aggregate, which is included with this item. Subgrade and base shall be graded such that the pavers will be installed at an even grade between the existing sidewalk and curb and be flush with adjacent pavers. Once set, the open areas of the pavers are to be filled with topsoil and seeded. The top of the topsoil shall be just below the top of the paver, approximately 1/4", so that the cells of the paver will hold the grass seed.

All excavation, base material, base preparation, topsoil and seeding are included with this bid item.

METHOD OF MEASUREMENT

Remove and Replace Open-Celled Pavers shall be measured by the square foot acceptably installed.

BASIS OF PAYMENT

Remove and Replace Open-Celled Pavers, measured as provided above, shall be full compensation at the contract unit price for all materials, equipment, labor, hauling, finishing and incidentals necessary to complete the work as provided in the description.

BID ITEM 90006 – INSTALL BIKE REPAIR STATION

DESCRIPTION

This work shall consist of picking up city-provided bike repair station equipment and installing per plans and manufacturer's equipment. The equipment consists of the Saris Public Work Stand, Saris Outdoor Public Pump (with Gauge), and the Saris Bike Wheel Chock. The equipment should be picked up from the Traffic Engineering & Parking Field Operations at 1120 Sayle Street, Madison WI 53704, which is open from 8am to 4pm, Monday through Friday. The Contractor shall coordinate with Traffic Operations Supervisor, Chad Veinot, (608) 267-1960 or cveinot@cityofmadison.com prior to equipment pick-up for specific instructions.

CONSTRUCTION

Install all equipment according to manufacturer's instructions in locations shown on the plans.

METHOD OF MEASUREMENT

Install Bike Repair Station shall be measured by the Lump Sum, installed and accepted in place.

BASIS OF PAYMENT

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

BID ITEM 90011 - HIGH FRICTION COLORED SURFACE-BIKE LANE GREEN

DESCRIPTION

This work consists of furnishing and applying a high friction surfacing system in accordance with manufacture's specifications and in conformity with the lines and details shown on the plans. The system shall consist of a Methyl Methacrylate (MMA) resin system colorized with pigment to produce the specified color and mixed with anti-skid aggregate used for pavement markings. The color of the High Friction Colored Surface shall be Bike Lane Green.

The manufacturer's technical representative shall come to the construction site to train Department and Contractor personnel prior to surface treatment and shall be available during application as necessary or contractor shall provide documentation from manufacturer's representative endorsing contractor as qualified to install the material.

MATERIALS

General: Use Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries, or CycleGrip MAXX by Ennis-Flint or an approved equal. Use a Methyl Methacrylate (MMA) based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install MMA in accordance with manufactures specifications and these special provisions.

The MMA based resin system shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

MMA Based Resin System: The MMA based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi, minimum	400	ASTM D 638
Hardness, Shore D, minimum	50	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D 2471
Cure Rate, hours, maximum	3	Film at 75°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

Aggregate: The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Hardness, minimum	7	Mohs Scale

Resin + Aggregate:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Skid Resistance, minimum	60	ASTM E303

CONSTRUCTION METHODS

General: Apply High Friction Colored Surface in accordance with manufactures specifications.

Preparation: Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the MMA material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the MMA application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed MMA specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer. Proceed with the MMA and aggregate topping installation once the MMA, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction MMA a minimum of 20 days after the placement of the underlying and adjacent pavement.

If temperatures do not allow application of the high friction surfacing system it may be applied in the following spring when adequate temperatures for application occur.

Curing: Allow the high friction aggregate topped MMA based resin system to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

PERFORMANCE REQUIREMENTS

Raveling and Delamination: Remove and replace high friction colored surface treatment that ravel, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

Warranty: The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the Engineer. Non conforming MMA based resin system material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 3 years from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the two-part modified MMA material will not be subject to excessive cracking in its surface.

METHOD OF MEASUREMENT

High Friction Colored surface will be measured by the square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under: High Friction Colored Surface at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**DEMETRAL PARK PATH: PHASE 2
CONTRACT NO. 7901**

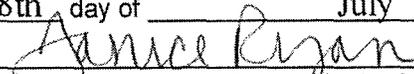
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

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

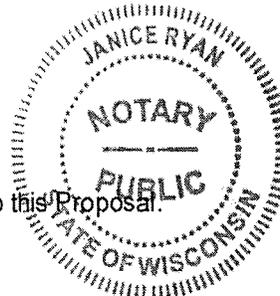

SIGNATURE

Vice President
TITLE, IF ANY

Sworn and subscribed to before me this
8th day of July, 2021.


(Notary Public or other officer authorized to administer oaths)
My Commission Expires 10-21-21

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



Contract 7901 – 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

DEMETRAL PARK PATH: PHASE 2
CONTRACT NO. 7901

Small Business Enterprise Compliance Report

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

Cover Sheet

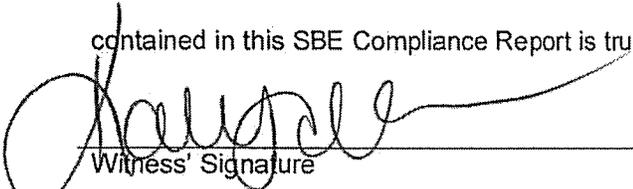
Prime Bidder Information

Company: Speedway Sand & Gravel Inc.
Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562
Telephone Number: 608-836-1071 Fax Number: 608-836-7485
Contact Person/Title: Janice Ryan, Corporate Secretary

Prime Bidder Certification

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

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


Witness' Signature


Bidder's Signature

July 8, 2021
Date

**DEMETRAL PARK PATH: PHASE 2
CONTRACT NO. 7901**

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
		7.5 %
JR's Construction & Landscaping		2.5 %
		%
Schlobohm Trucking		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>10</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>10</u>	%.

DEMETRAL PARK PATH: PHASE 2

CONTRACT NO. 7901

DATE: 7/8/2021

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$10,000.00	\$10,000.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	28.00	\$50.00	\$1,400.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	28.00	\$125.00	\$3,500.00
10911 - MOBILIZATION - L.S.	1.00	\$67,610.00	\$67,610.00
20101 - EXCAVATION CUT - C.Y.	330.00	\$46.00	\$15,180.00
20130 - UNDERDRAIN - L.F.	120.00	\$18.50	\$2,220.00
20140 - GEOTEXTILE FABRIC TYPE SAS NON-WOVEN (UNDISTRIBUTED) - S.Y.	50.00	\$3.00	\$150.00
20219 - BREAKER RUN - TON	80.00	\$17.85	\$1,428.00
20221 - TOPSOIL - S.Y.	2300.00	\$0.10	\$230.00
20301 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	70.00	\$2.10	\$147.00
20303 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - L.F.	420.00	\$2.10	\$882.00
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	140.00	\$18.00	\$2,520.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	400.00	\$4.00	\$1,600.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	2680.00	\$2.50	\$6,700.00
20326 - REMOVE FENCE - L.F.	80.00	\$25.00	\$2,000.00
20401 - CLEARING - I.D.	50.00	\$38.50	\$1,925.00
20403 - GRUBBING - I.D.	50.00	\$38.50	\$1,925.00
20504 - ADJUST VALVE CASTING - EACH	6.00	\$25.00	\$150.00
20701 - TERRACE SEEDING - S.Y.	2300.00	\$1.90	\$4,370.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	2300.00	\$2.80	\$6,440.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	410.00	\$35.60	\$14,596.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	140.00	\$5.70	\$798.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	6260.00	\$5.80	\$36,308.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	136.00	\$44.00	\$5,984.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	110.00	\$22.95	\$2,524.50
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	920.00	\$21.45	\$19,734.00
40202 - HMA PAVEMENT, 4 LT 58-28 S - TON	170.00	\$77.40	\$13,158.00
40205 - HMA PAVEMENT 4 MT 58-28 H - TON	810.00	\$85.30	\$69,093.00
40218 - TACK COAT - GAL	60.00	\$3.00	\$180.00
40301 - FULL WIDTH GRINDING - S.Y.	710.00	\$8.75	\$6,212.50
40401 - 8 INCH CONCRETE PAVEMENT - S.Y.	140.00	\$77.90	\$10,906.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	200.00	\$13.00	\$2,600.00
60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	80.00	\$15.00	\$1,200.00
70041 - RELOCATE HYDRANT - EACH	1.00	\$6,044.00	\$6,044.00
90001 - BENCH - EACH	2.00	\$1,825.00	\$3,650.00
90002 - BIKE RACK, 3-STALL - EACH	1.00	\$785.00	\$785.00
90003 - CONSTRUCTION FENCING - L.F.	350.00	\$4.50	\$1,575.00
90004 - ADJUST WATER IRRIGATION SYSTEM - L.S.	1.00	\$4,321.00	\$4,321.00
90005 - REMOVE AND REPLACE OPEN-CELLED PAVERS - S.F.	100.00	\$29.00	\$2,900.00
90006 - INSTALL BIKE REPAIR STATION - L.S.	1.00	\$360.00	\$360.00
90011 - HIGH FRICTION COLORED SURFACE-BIKE LANE GREEN - SF	1000.00	\$23.00	\$23,000.00
20217 - CLEAR STONE - TON	180.00	\$5.20	\$936.00
21002 - EROSION CONTROL INSPECTION - EACH	2.00	\$535.00	\$1,070.00

DEMETRAL PARK PATH: PHASE 2

CONTRACT NO. 7901

DATE: 7/8/2021

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH	3.00	\$115.00	\$345.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$1,200.00	\$1,200.00
21017 - SILT SOCK (8 IN) - COMPLETE - LF	460.00	\$7.00	\$3,220.00
21031 - INLET PROTECTION, TYPE C - COMPLETE - EACH	2.00	\$200.00	\$400.00
21045 - INLET PROTECTION, TYPE A - COMPLETE - EACH	2.00	\$250.00	\$500.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	13.00	\$325.00	\$4,225.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	13.00	\$200.00	\$2,600.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	13.00	\$100.00	\$1,300.00
20313 - REMOVE INLET - EACH	1.00	\$987.00	\$987.00
20314 - REMOVE PIPE - L.F.	10.00	\$10.00	\$100.00
20503 - ADJUST INLET - EACH	2.00	\$150.00	\$300.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	32.00	\$0.01	\$0.32
50322 - 10 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	32.00	\$79.50	\$2,544.00
50741 - TYPE H INLET - EACH	1.00	\$4,465.00	\$4,465.00
60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - LF	60.00	\$18.00	\$1,080.00
60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - LF	50.00	\$16.00	\$800.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - LF	150.00	\$16.00	\$2,400.00
60234 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 40) CONDUIT - LF	20.00	\$16.00	\$320.00
60261 - ELECTRICAL TRENCH - LF	280.00	\$4.00	\$1,120.00
60403 - CONSTRUCT LB-3 BASE - EACH	1.00	\$1,000.00	\$1,000.00
60407 - CONSTRUCT LB-8 BASE - EACH	1.00	\$1,500.00	\$1,500.00
60421 - REMOVE STREET LIGHT BASE - EACH	1.00	\$1,500.00	\$1,500.00
60423 - REMOVE TRAFFIC SIGNAL BASE - EACH	1.00	\$1,500.00	\$1,500.00
60503 - INSTALL CITY-FURNISHED CONCRETE POLE STREET LIGHT UNIT - EACH	2.00	\$1,000.00	\$2,000.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	2.00	\$1,200.00	\$2,400.00
60704 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 3 - EACH	2.00	\$700.00	\$1,400.00
69 Items	Totals		\$397,518.32



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

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

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

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

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

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

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

November 11, 2019
DATE

Nicole Stillings
AGENT SIGNATURE

1600 Aspen Commons, Suite 990
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-242-2551
TELEPHONE NUMBER

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

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

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

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

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



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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



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 4th day of August in the year Two Thousand and Twenty-One between SPEEDWAY SAND & GRAVEL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted AUGUST 3, 2021, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

DEMETRAL PARK PATH: PHASE 2 CONTRACT NO. 7901

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED EIGHTEEN AND 32/100 (\$397,518.32) 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:

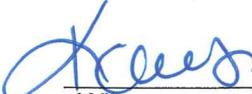
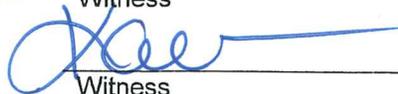
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise 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.

**DEMETRAL PARK PATH: PHASE 2
CONTRACT NO. 7901**

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:

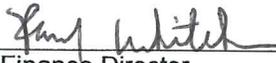
	08/04/2021
Witness	Date
	08/04/2021
Witness	Date

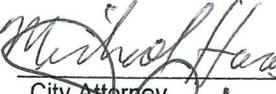
SPEEDWAY SAND & GRAVEL, INC.	
Company Name	
	08/04/2021
V President	Date
	08/04/2021
Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	8-17-2021
Finance Director	Date
	8/18/2021
Witness	Date
	8/11/21
Witness	Date

	8/17/2021
City Attorney	Date
	8/19/21
Mayor	Date
	8/11/21
City Clerk	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and **Fidelity and Deposit Company of Maryland** Company of **Schaumburg, IL** as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum **THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED EIGHTEEN AND 32/100 (\$397,518.32)** 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:

**DEMETRAL PARK PATH: PHASE 2
CONTRACT NO. 7901**

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 4th day of August, 2021

Countersigned:

[Signature]
Witness

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

[Signature]
Secretary

[Signature]
President Seal NA

Approved as to form:

[Signature]
City Attorney

Fidelity and Deposit Company of Maryland
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact **Nicole Stilling**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

August 4, 2021
Date

[Signature]
Agent Signature

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of June, A.D. 2021.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 9th day of June, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of August, 2021.



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

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