

Contract Routing Form

ROUTING: Routine

printed on: 04/30/2020

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

Project: City View Drive Assessment District - 2020

Contract No.: 8313
Enactment No.: RES-05-
Dollar Amount: 1,946,338.10

File No.: 60095
Enactment Date: 04/28/2020

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4/30/2020	4/30/2020
Director of Civil Rights	4/30/2020	4/30/2020
Risk Manager	5/4/2020	5/4/2020
Finance Director	5/4/2020	5/4/2020
City Attorney	5/3/2020	5/7/2020
Mayor	5/12/20	5/12/20

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

Original + 2 Copies

04/30/2020 08:08:08 enjls - Glen Yoerger 261-9177

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



Legislation Details (With Text)

File #: 60095 **Version:** 1 **Name:** Awarding Public Works Contract No. 8313, City View Drive Assessment District - 2020.

Type: Resolution **Status:** Passed

File created: 3/25/2020 **In control:** Engineering Division

On agenda: 4/21/2020 **Final action:** 4/21/2020

Enactment date: 4/28/2020 **Enactment #:** RES-20-00301

Title: Awarding Public Works Contract No. 8313, City View Drive Assessment District - 2020. (17th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8313.pdf, 2. Contract 8313.pdf

Date	Ver.	Action By	Action	Result
4/21/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/1/2020	1	BOARD OF PUBLIC WORKS		
3/25/2020	1	Engineering Division	Refer	

The proposed resolution awards the contract for the City View Drive Assessment District - 2020 at a total cost of \$2,102,040 including contingency. Funding is available in the 2020 Adopted Capital Budget for Engineering - Major Streets, Reconstruction Streets program.

Munis:

- 11958-402-170: \$693,530
- 11958-402-174: \$106,340
- 11958-84-174: \$1,196,260
- 11958-83-173: \$26,310
- 11958-86-179: \$38,070
- 11958-402-177: \$41,530

Awarding Public Works Contract No. 8313, City View Drive Assessment District - 2020. (17th AD)
 BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8313) for itemization of bids.

Digitally signed by enssd
 DN: cn=enssd,
 email=sdannerivers@cityofmadison.com
 Date: 2020.04.29
 16:39:27 -05'00'

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 8313
 CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020

SPEEDWAY SAND & GRAVEL, INC. \$1,946,338.10

Acct. No. 11958-402-170: 54410 (91350)	\$642,157.30
Contingency 8%±	<u>51,372.70</u>
Sub-Total	\$693,530.00

Acct. No. 11958-402-174: 54445 (91345)	\$98,460.10
Contingency 8%±	<u>7,879.90</u>
Sub-Total	\$106,340.00

Acct. No. 11958-84-174: 54445 (91345)	\$1,107,650.10
Contingency 8%±	<u>88,609.90</u>
Sub-Total	\$1,196,260.00

Acct. No. 11958-83-173: 54445 (91345)	\$24,363.60
Contingency 8%±	<u>1,946.40</u>
Sub-Total	\$26,310.00

Acct. No. 11958-86-179: 54445 (91360)	\$35,253.00
Contingency 8%±	<u>2,817.00</u>
Sub-Total	\$38,070.00

Acct. No. 11958-402-177: 54435 (91232)	\$38,454.00
Contingency 8%±	<u>3,076.00</u>
Sub-Total	\$41,530.00

GRAND TOTAL	<u>\$2,102,040.00</u>
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Jurisdiction: Wisconsin

Demographics

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

Address

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

Phone, Email, Website

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

Company Type

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

Appointments

Show entries Showing 1 to 2 of 1422 entries

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

Line Of Business

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

Contact

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

Company Merger

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No results found.

Name Change History

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

\$1,946,338.10
FILE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8313

MUNIS NO. 11958

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 21, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8313**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: gy

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:	CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020
CONTRACT NO.:	8313
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING	PLEASE SEE NOTE BELOW
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 19, 2020
BID SUBMISSION (2:00 P.M.)	MARCH 26, 2020
BID OPEN (2:30 P.M.)	MARCH 26, 2020
PUBLISHED IN WSJ	MARCH 12 & 19, 2020

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-

qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8313

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

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

SECTION 102.11 **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 **SCOPE OF WORK**

The proposed project includes new street and storm sewer construction on a portion of City View Drive within the City of Madison. The limits for the work to be done are on City View Drive from Levitan Lane to Crossroads Drive. The total project length is approximately 1800 lineal feet. The project includes work by others to install a new highway/railroad at-grade crossing with railroad signals, warning devices and gates.

The work under this contract shall include but not be limited to clearing and grubbing, sanitary sewer laterals and adjustments, water services and adjustments, storm sewer, grading, base preparation, curb and gutter, asphalt pavement, drive aprons, new sidewalk construction, street lighting construction, topsoil placement, seeding and restoration.

Storm sewer work for this project includes of approximately 1,715 LF of reinforced concrete pipe (RCP), 632 LF of horizontal elliptical RCP (HERCP), 507 LF of 6'x4' precast reinforced concrete box culvert (RCBC), and approximately 25 associated structures necessary to drain stormwater runoff from the proposed City View Dr to appropriate stormwater management facilities. Additionally, it includes approximately 50 LF of 6'x6' RCBC and one manhole structure to connect the 6'x6' RCBC to an existing 54" RCP from a previously-constructed section of City View Dr. Lastly, it includes approximately 200 LF of 12'x6' RCBC installed side by side as a twin cell box culvert, two cantilever concrete retaining walls as wingwalls at the inlet end of the twin cell box culvert, steel pedestrian railings, cutoff walls, concrete apron, chain link fence, and channel grading to drain the proposed stormwater treatment facilities for the Village at Autumn Lake neighborhood. Erosion control measures and all restoration associated with the above-described work are also included in the storm sewer scope of work.

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

SECTION 104.4 **INCREASED OR DECREASED QUANTITIES**

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The City of Madison has been given to understand that work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required.

Coordination with the Railroad

The project will require coordination with the Wisconsin and Southern Railroad Company (WSOR) and its sub-contractors. The project includes work by others to install a new highway/railroad at-grade crossing with railroad signals and gates. The railroad crossing surface and warning devices will be installed by others. Coordinate with WSOR and its sub-Contractors to allow access to the railroad crossing work area as needed. Comply with Section 107.12 of these special provisions for any work within the railroad right of way. Construction of the City View Drive approaches to the railroad crossing are included in this Contract and will be paid under the appropriate bid items. Rough grading of the City View Drive approaches to the proposed railroad crossing will be required prior to the work by others to install the railroad crossing surface and warning devices. The work by others to install the railroad crossing and warning devices is estimated to take approximately two weeks to complete and is anticipated to take place in the month of September. Coordinate with WSOR and its sub-contractors to allow access for them to complete their work.

Coordination with Adjacent Development Projects

Private development of adjacent properties will be ongoing throughout the duration of this proposed project. The Contractor shall note that access to adjacent properties by others for private development work shall be maintained and work shall be coordinated so as to allow Developers access to adjacent properties for completion of the private work. The Contractor shall coordinate all work with the Developers.

Development of the Village at Autumn Lake Development south of the railroad corridor will be ongoing during the project. Work by others on property adjacent to City View Drive right of way will include street construction and storm water detention pond construction. The Developer's contact to coordinate with the work by others is:

Dan Day
D'Onofrio Kottke and Associates
Phone: (608) 833-7530
Email: dday@donofrio.cc

Development of the High Crossing, Fifth Addition Plat north of the railroad corridor will be ongoing by others on properties adjacent to the City View Drive right of way. Work by others on property adjacent to City View Drive right of way will include storm water detention pond construction. The Developer's contact to coordinate with the work by others is:

Nick Bower
Vierbicher
Phone: (608) 821-3952
Email: nbow@vierbicher.com

Coordination with Private Utilities

This project will require coordination with private utility companies. There are existing utilities located within the project limits that are to remain and proposed construction of new facilities within the project limits. The Contractor will be responsible for coordination and providing work space for work that will need to be performed by the private utility companies. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

Madison Gas and Electric (Gas)

MG&E currently does not have gas main facilities within the project limits. MG&E plans to install new gas facilities in the east terrace of City View Drive within the project limits during construction. Contact Roger Ahles, (608) 242-5682 or rahles@mge.com with questions or to coordinate work in the vicinity of MG&E's proposed gas facilities. Installation of MGE gas facilities is expected to take 15 days to complete. Rough grading of the street and terraces will need to be completed prior to MGE installing the gas facilities.

Madison Gas and Electric (Electric)

MG&E currently does not have electrical facilities within the project limits. MG&E plans to install buried electric facilities within the project limits during construction. Contact Mark Gauger, (608) 252-1570 or mgauger@mge.com with questions or to coordinate work in the vicinity of MG&E electric facilities. Rough grading of the street and terraces will need to be completed prior to MGE installing the electric facilities.

Rogers Telecom (Communications)

Rogers Telecom has existing buried facilities within the railroad right of way at the proposed railroad crossing location. There are no anticipated conflicts with Rogers Telecom facilities. Contact Keith Jackson (920) 395-7117 or kjackson@gabes.com if necessary to coordinate work with Rogers Telecom.

Level 3 Communications

Level 3 Communications has existing communication facilities within the railroad right of way at the proposed railroad crossing. There are no anticipated conflicts with Level 3 Communications facilities, however a ULO is called for to verify the depth of facilities. Contact Brahim Gaddour, (414) 908-1027 or cell (414) 704-1026 or Brahim.gaddour@level3.com if necessary to coordinate work with Level 3 Communications.

Turnkey Network Solutions (American Family Fiber)

Turnkey Network Solutions (American Family Fiber) has existing communication facilities within the railroad right of way at the proposed railroad crossing. There are no anticipated conflicts with Turnkey Network Solutions facilities, however a ULO is called for to verify the depth of facilities. Contact Brad Tobin; office (616) 988-5305, cell (616) 240-7714 if necessary to coordinate work with Turnkey Network Solutions.

American Transmission Company (ATC)

American Transmission Company has existing above ground electrical transmission facilities in the railroad right of way. No conflicts are anticipated with ATC facilities.

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. The Contractor shall use care around all utilities to remain. All costs to protect existing pipe and structures shall be incidental to construction. Protection of existing structures, which may include temporary plating or ramping with gravel or temporary pavement as necessary shall be considered incidental to the work being performed. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area. All private storm sewer discharges shall be maintained for all properties in the project area.

Work in this contract will require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

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.

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall be sent to ahleinritz@cityofmadison.com. The Traffic Control Plan shall include any necessary signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

The streets may be closed to through traffic while it is under construction. Two lanes of traffic must be maintained on Lien Rd at all times.

Maintain local and emergency vehicle access at all times.

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, tubular markers 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 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.

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

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.

Maintain Access to all properties along the project at all times. This includes local residents, businesses and emergency vehicles. Notify residents and businesses in writing at least 72 hours prior to restricting access or closing any driveway.

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.

On Streets with sidewalk, maintain sidewalk on one side at all times and both sides whenever possible. If sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open and that all crosswalks at the end of the closed sidewalk block are fully 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.

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 Ali Heinritz, Traffic Engineering Division, ahleinritz@cityofmadison.com, 267-1102, with any questions concerning these traffic control specifications.

SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 620-2044. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

SECTION 108.2: PERMITS

The City of Madison has applied for a City of Madison Erosion Control Permit and has submitted a DNR WRAPP Water Resources Application for Project Permit (formerly known as Notice of Intent (NOI)) to obtain coverage under a Construction Site General Permit. The City has also applied for a Wisconsin Department of Natural Resources (WDNR) WDNR individual permit covering the box culvert installation (the twin-cell 12'x6' RCBC running from the Village at Autumn Lake ponds to the west side of City View Dr) and a stream realignment (lowering the natural drainage channel where the box culverts discharge).

No work on the 12'X6' box culverts, or grading within the discharge channel, shall be started prior to the issuance of the above-listed permits. Such work is shown in the plan set. The City of Madison shall notify the contractor when those permits are issued. The permits shall be posted at a conspicuous location on the project site for at least five days prior to construction and remaining at least five days after construction.

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

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

project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2: PROSECUTION OF WORK

The Contractor shall begin work on or after **May 18, 2020**. The total time of completion of the contract shall be **ONE HUNDRED FIFTY TWO (152)** calendar days.

Work shall begin only after the start work letter is received. If it is desirable to begin work before or after 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.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. unless approved by the Engineer in writing.

BID ITEM 20201 – EXCAVATION CUT

DESCRIPTION

All work under this item shall be in accordance with Article 201 of the Standard Specifications for Public Works Construction and as here in modified. Note that earthwork quantities included in the contract include quantities from both north and south of the railroad corridor, with an excess of excavation cut material north of the railroad corridor. There is currently no access directly across the railroad corridor within the City View Drive right of way, therefore assume transport of excavation materials will need to be hauled via existing roadways.

Earthwork Excavation Cut for Storm Sewer shall include but is not limited to excavation in the channel area downstream of the twin cell 12'X6' RCBC and the single cell 6'X6' RCBC, as needed to re-align and restore the stream channel and grade the new channel to match proposed grades at the site.

CONSTRUCTION

Comply with Article 201 of the Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Bid Item EXCAVATION CUT shall be measured as a plan quantity by the cubic yard in place. A measured plan quantity is included in the plans and proposal items.

BASIS OF PAYMENT

Bid Item EXCAVATION CUT shall be paid at the contract price, as a plan quantity by the Cubic Yard, measured and calculated as described above, which shall be full compensation for all labor and materials related to the work.

BID ITEM 20208 – SELECT FILL SAND

Select Fill Sand shall include but is not limited to any fill required to backfill undercut below the 6'X4' RCBC, 6'X6' RCBC or 12'X6' RCBC as recommended by the project geotechnical engineer based on site conditions. Select Fill used to backfill the undercut excavation shall be Sand as defined in Section 202.2(b) of the standard specifications. Compact the Select Fill Backfill to at least 95 percent compaction based on modified Proctor methods (ASTM D1557). Material required to backfill the undercut section will be measured for payment under this bid item. Select Fill for the trench backfill and the 12" base below the box culvert are included in the Box Culvert bid item and will not be measured for payment in this bid item.

BID ITEM 20217 – CLEAR STONE

Clear Stone for Storm Sewer shall include but is not limited to the material required to construct two (2) construction entrances, as shown in the plan set, and to construct a clear stone berm/ditch check (as shown in City of Madison Standard Detail Drawing 1.05) downstream of the new two (2) 12'X6' and one (1) 6'X6' RCBC, as shown in the plan set.

Dewatering and groundwater control for excavations are the responsibility of the contractor's means and methods. If groundwater control prevents the use of sand bedding material below the box culverts, provide a 12-inch layer of clear stone below the bottom of the box culverts. If clear stone is required, fully wrap the clear stone in non-woven geotextile fabric (Mirafi 160N or equivalent). Clear stone and non-woven geotextile fabric below the box culverts shall be included in payment for the box culvert bid items.

BID ITEM 20241 – RIPRAP FILTER FABRIC, TYPE HR

Riprap Filter Fabric, Type HR for Storm Sewer shall include but is not limited to filter fabric required beneath extra-heavy riprap downstream of the twin cell 12'X6' and single cell 6'X6' box culvert outlets, as shown in the plan set.

BID ITEM 20336 – PIPE PLUG

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

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

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 with regard to salvaging castings.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 21011 – CONSTRUCTION ENTRANCE

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. Construction Entrances shall be located by the Construction Engineer and the Contractor based on site needs. The Contractor shall be aware that specifications call for a construction entrance to be 50' long, construction of an entrance not meeting this specification will result in no payment for this item not a partial payment.

ARTICLE 401**CRUSHED AGGREGATE BASE COURSE**

The clear stone base course and the crushed stone base course shall be placed on the same day as the existing stone base is removed.

The Contractor shall maintain a minimum of six (6") inches of stone base course (existing or new) on all portions of the roadway open to vehicle access. No additional compensation will be given for stone used to maintain the six (6") required for access.

Crushed stone base course shall be used for bringing temporary ramps to grade. This material shall be reused after ramp is removed.

The material commonly known as crusher run or breaker run shall be used in undercut areas as designated by the Engineer.

BID ITEM 40321 – UNDERCUT

Undercut shall include undercutting as required to prepare the foundation for the reinforced concrete box culverts. Undercut may be required to remove the existing fill and native clays to expose the underlying dense natural sand soils as recommended by the project geotechnical engineer. Undercut quantity was estimated assuming a 2' required depth (below the 12-inch base aggregate) throughout the entire length of the box culvert(s).

ARTICLE 500**SEWERS AND SEWER STRUCTURES**

The sanitary sewer designer for the project is Elia Acosta and may be contacted at (608) 266-4096 or eacosta@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 248 feet of new sanitary lateral SDR-35.

ASTM D3034 SDR-35 lateral as called for on the plan set shall be payable under 8" PVC Sanitary Sewer Pipe (Bid Item 50351).

All sewer lateral connections shall be field cored to accommodate the proposed sewer laterals and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged shall be replaced by the Contractor and shall be considered incidental. All benches and flowlines shall have a smooth trowel finish.

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

STORM SEWER GENERAL

The storm sewer designer for the project is Lauren Striegl and may be contacted at (608) 266-4094 or lstriegl@cityofmadison.com.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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

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

Note that Strand Associates, Inc prepared a portion of the storm sewer plans and specifications for this project. The following pertains to work completed by Strand:

RELATIONSHIP BETWEEN THE CITY AND STRAND ASSOCIATES, INC.®

- A. Strand Associates, Inc.® has been hired by the City as a consultant to prepare drawings and specifications for this project. Additionally, Strand Associates, Inc.® will assist the City by providing shop drawing review and responding to questions that may arise during construction. The City is referred to as the City and/or Engineer in the Contract Documents.
- B. Strand Associates, Inc.® will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incidental thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Strand Associates, Inc.® will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Strand Associates, Inc.® will not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or of any person or organization performing or furnishing any of the Work.
- C. During construction, the duties and responsibilities of Strand Associates, Inc.® include the following:
 - 1. Review Contractor product submittals.
 - 2. Report to City when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to City in regard to Contractor's requests for modification.
- D. Strand Associates, Inc.® shall not:
 - 1. Exceed limitations of City's authority as set forth in the Contract Documents.
 - 2. Undertake any of the responsibilities of Contractor, Subcontractor, Suppliers or Contractor's superintendent.
 - 3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
 - 4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
 - 5. Accept shop drawing or sample submittals from anyone other than Contractor.
 - 6. Authorize the City to occupy the Project in whole or in part.
 - 7. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by City.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of water main and service improvements to the existing water infrastructure along City View Drive, from Levitan Lane to Crossroads Drive.

The water main infrastructure in this area currently consists of 12-inch ductile iron pipe from that was installed in 2005 and 2012. A general outline of the work is as follows:

- Install a new 8-inch water main stub at the intersection of City View Drive and Golden Dusk Parkway.
- Verify current 6-inch water service stub lengths and, if necessary, extend service stubs further into their corresponding properties as shown on the plans.
- Evaluate all valve boxes for overall condition and adjust/repair/replace as necessary per the Standard Specifications. If an existing valve box will have concrete curb or gutter poured around it, coordinate with the Engineer for how the valve box should be set.
- Verify existing water main and service depths, and vertically adjust existing water main and services as needed to accommodate the proposed sewer design.

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2020 Edition*.

BID ITEM 70002 FURNISH AND INSTALL 6 INCH PIPE & FITTINGS
BID ITEM 50801 UTILITY LINE OPENING

Locate the 6-inch service stub (end) locations and extend them as necessary up to a point 10-feet beyond the property lines as shown on the plans or as otherwise ordered by the Engineer.

Locating the service stubs, if the discovered stub is of sufficient length and only the verifying excavation is necessary, will be compensated as a Utility Line Opening (ULO) operation.

BID ITEM 70080 CUT-IN OR CONNECT TO EXISTING WATER SYSTEM

This bid item will be paid for work required to vertically adjust existing water main and services as shown on the plan sheets, and for similar work as discovered during construction.

One cut-in connection will be paid per instance of adjusting existing water main and services.

This bid item will not be applied for extending existing 6-inch service stubs.

BID ITEM 90030 – STORM CONTROL PLAN & IMPLEMENTATION

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to prepare a storm control plan and to implement the approved plan. The proposed 12'X6' box culverts drain a large pond and storm system; although the system is not fully on-line as designed, the proposed boxes still drain a large draw and are located in an historic drainage channel. Additionally, the proposed 6'X6' box culvert drains an existing 54" RCP storm sewer trunk line. Contractor shall be fully responsible for protecting work from

storm water during construction. All costs related to protecting work during construction including but not limited to diverting flow, pumping, and removing storm water from structure shall be included in the bid price for this item. The Contractor shall submit to the project engineer a plan that details how storm flows will be managed in the screen structure while repairs are being constructed. The approved methodology shall be installed prior to any storm sewer work. Any work, materials, and incidentals necessary to repair and restore the site due to the Storm Control Implementation shall be considered incidental to this bid item.

If phasing will be required to properly control the storm flows on site during project construction, this shall be defined and detailed in the Storm Control Plan. The Contractor shall provide appropriate storm control measures during the entire duration of the project. Removal of all equipment and materials used for storm control shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Storm Control & Implementation Plan shall be measured as a lump sum bid item.

BASIS OF PAYMENT

Storm Control & Implementation Plan, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90031 – PRECAST 6X4 REINFORCED CONCRETE BOX CULVERT

DESCRIPTION

This item shall include all work and coordination necessary to provide and install the 6 ft x 4 ft reinforced concrete box culvert (RCBC) as shown on the plan set. Precast 6x4 Reinforced Concrete Box Culvert shall conform to the design and manufacturing specifications per ASTM C1577, Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD. Precast 6X4 Reinforced Concrete Box Culvert shall be designed for Design Earth Cover of 15 feet according to ASTM C1577.

Construction materials and methods shall be as described in Article 505 of the City of Madison Standard Specifications, 2020 Edition, except as detailed on the plans and specified herein.

The exterior joints of the box shall be sealed with a 12" wide butyl exterior joint wrap (common products include EZ-Wrap & ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint. Provide square end (omit tongue or groove) on box culvert section at outlet end.

Prior to the manufacture of the precast box culvert, contractor shall submit complete shop drawings, including but not limited to structure layout dimensions, cross sections, steel reinforcement details, and connection details to the City Design Engineer for approval. The Engineer for this project is Lauren Striegl (lstriegl@cityofmadison.com).

METHOD OF MEASUREMENT

Precast 6X4 Reinforced Concrete Box Culvert shall be measured by the linear foot for box culvert provided and installed, as described the Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BASIS OF PAYMENT

Precast 6X4 Reinforced Concrete Box Culvert, as measured above, shall be considered full compensation for all work, materials, joint ties, and other incidentals required to complete the work as described above, as shown in the plan set, and in accordance with Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BID ITEM 90032 – PRECAST 6X6 REINFORCED CONCRETE BOX CULVERT

DESCRIPTION

This item shall include all work and coordination necessary to provide and install the 6 ft x 6 ft reinforced concrete box culvert (RCBC) as shown on the plan set. Precast 6x6 Reinforced Concrete Box Culvert shall conform to the design and manufacturing specifications per ASTM C1577, Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD. Precast 6X6 Reinforced Concrete Box Culvert shall be designed for less than two feet of Design Earth Cover according to ASTM C1577.

Construction materials and methods shall be as described in Article 505 of the City of Madison Standard Specifications, 2020 Edition, except as detailed on the plans and specified herein.

The exterior joints of the box shall be sealed with a 12" wide butyl exterior joint wrap (common products include EZ-Wrap & ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint. Fill the space between adjacent barrels with Grade B concrete in accordance with Section 501 of the WisDOT Standard Specifications. Grade B concrete between adjacent barrels shall be paid incidental to this Bid Item. Provide square end (omit tongue or groove) on box culvert section at outlet end.

Prior to the manufacture of the precast box culvert, contractor shall submit complete shop drawings, including but not limited to structure layout dimensions, cross sections, steel reinforcement details, and connection details to the City Design Engineer for approval. The Engineer for this project is Lauren Striegl (lstriegl@cityofmadison.com).

METHOD OF MEASUREMENT

Precast 6X6 Reinforced Concrete Box Culvert shall be measured by the linear foot for box culvert provided and installed, as described the Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BASIS OF PAYMENT

Precast 6X6 Reinforced Concrete Box Culvert, as measured above, shall be considered full compensation for all work, materials, joint ties, and other incidentals required to complete the work as described above, as shown in the plan set, and in accordance with Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BID ITEM 90033 – PRECAST 12X6 REINFORCED CONCRETE BOX CULVERT

DESCRIPTION

This item shall include all work and coordination necessary to provide and install the 12 ft x 6 ft reinforced concrete box culvert (RCBC) as shown on the plan set. Precast 12x6 Reinforced Concrete Box Culvert shall conform to the design and manufacturing specifications per ASTM C1577, Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD. Precast 12X6 Reinforced Concrete Box Culvert shall be designed for less than two feet of Design Earth Cover according to ASTM C1577.

Construction materials and methods shall be as described in Article 505 of the City of Madison Standard Specifications, 2020 Edition, except as detailed on the plans and specified herein.

The exterior joints of the box shall be sealed with a 12" wide butyl exterior joint wrap (common products include EZ-Wrap & ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint. Fill the space between adjacent barrels with Grade B concrete in accordance with Section 501 of the WisDOT Standard Specifications. Grade B concrete between adjacent barrels shall be paid incidental to this Bid Item.

Prior to the manufacture of the precast box culvert, contractor shall submit complete shop drawings, including but not limited to structure layout dimensions, cross sections, steel reinforcement details, and connection details to the City Design Engineer for approval. The Engineer for this project is Lauren Striegl (lstriegl@cityofmadison.com).

METHOD OF MEASUREMENT

Precast 12X6 Reinforced Concrete Box Culvert shall be measured by the linear foot for box culvert provided and installed, as described the Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BASIS OF PAYMENT

Precast 12X6 Reinforced Concrete Box Culvert, as measured above, shall be considered full compensation for all work, materials, joint ties, and other incidentals required to complete the work as described above, as shown in the plan set, and in accordance with Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BID ITEM 90034 – PRECAST 6X4 RCBC 50° BEND

DESCRIPTION

Where shown in the plan set, the Contractor shall provide Precast 6X4 RCBC 50° Bend. This bend shall be a precast concrete bend fabricated with same tongue and groove ends as adjacent precast concrete box culvert sections and joined to adjacent sections with external joint tie. Bend reinforcement shall be designed by manufacturer in accordance with ASTM C1577, Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD. Design Earth Cover used for structural design of bend shall match the design parameters for adjacent segments of precast concrete box culvert as specified.

Construction materials and methods shall be as described in Article 505 of the City of Madison Standard Specifications, 2020 Edition, except as detailed on the plans and specified herein.

The exterior joints of the box shall be sealed with a 12" wide butyl exterior joint wrap (common products include EZ-Wrap & ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint.

Prior to the manufacture of the precast box culvert bend, contractor shall submit complete shop drawings, including but not limited to structure layout dimensions, cross sections, steel reinforcement details, and connection details to the City Design Engineer for approval. The Engineer for this project is Lauren Striegl (lstriegl@cityofmadison.com).

METHOD OF MEASUREMENT

Precast 6X4 RCBC 50° Bend shall be measured by each unit completed in place and satisfactorily installed. Precast 6X4 Reinforced Concrete Box Culvert will be measured for payment along the centerline of box culvert through the bend section without deducting the length of the precast bend section.

BASIS OF PAYMENT

Precast 6X4 RCBC 50° Bend as measured above, shall be considered full compensation for all work, materials, joint ties, and other incidentals required to complete the work as described above, as shown in the plan set, and in accordance with Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BID ITEM 90035 – PRECAST 6X6 RCBC 45° BEND

DESCRIPTION

Where shown in the plan set, the Contractor shall provide Precast 6X6 RCBC 45° Bend. This bend shall be a precast concrete bend fabricated with same tongue and groove ends as adjacent precast concrete box culvert sections and joined to adjacent sections with external joint tie. Bend reinforcement shall be designed by manufacturer in accordance with ASTM C1577, Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD. Design Earth Cover used for structural design of bend shall match the design parameters for adjacent segments of precast concrete box culvert as specified.

Construction materials and methods shall be as described in Article 505 of the City of Madison Standard Specifications, 2020 Edition, except as detailed on the plans and specified herein.

The exterior joints of the box shall be sealed with a 12" wide butyl exterior joint wrap (common products include EZ-Wrap & ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint.

Prior to the manufacture of the precast box culvert bend, contractor shall submit complete shop drawings, including but not limited to structure layout dimensions, cross sections, steel reinforcement details, and connection details to the City Design Engineer for approval. The Engineer for this project is Lauren Striegl (lstriegl@cityofmadison.com).

METHOD OF MEASUREMENT

Precast 6X6 RCBC 45° Bend shall be measured by each unit completed in place and satisfactorily installed. Precast 6X6 Reinforced Concrete Box Culvert will be measured for payment along the centerline of box culvert through the bend section without deducting the length of the precast bend section.

BASIS OF PAYMENT

Precast 6X6 RCBC 45° Bend as measured above, shall be considered full compensation for all work, materials, joint ties, and other incidentals required to complete the work as described above, as shown in the plan set, and in accordance with Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BID ITEM 90036 – PRECAST 12X6 RCBC 22.5° BEND

DESCRIPTION

Where shown in the plan set, the Contractor shall provide Precast 12X6 RCBC 22.5° Bend. This bend shall be a precast concrete bend fabricated with same tongue and groove ends as adjacent precast concrete box culvert sections and joined to adjacent sections with external joint tie. Bend reinforcement shall be designed by manufacturer in accordance with ASTM C1577, Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD. Design Earth Cover used for structural design of bend shall match the design parameters for adjacent segments of precast concrete box culvert as specified.

Construction materials and methods shall be as described in Article 505 of the City of Madison Standard Specifications, 2020 Edition, except as detailed on the plans and specified herein.

The exterior joints of the box shall be sealed with a 12" wide butyl exterior joint wrap (common products include EZ-Wrap & ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint.

Prior to the manufacture of the precast box culvert bend, contractor shall submit complete shop drawings, including but not limited to structure layout dimensions, cross sections, steel reinforcement details, and connection details to the City Design Engineer for approval. The Engineer for this project is Lauren Striegl (lstriegl@cityofmadison.com).

METHOD OF MEASUREMENT

Precast 12X6 RCBC 22.5° Bend shall be measured by each unit completed in place and satisfactorily installed. Precast 12X6 Reinforced Concrete Box Culvert will be measured for payment along the centerline of box culvert through the bend section without deducting the length of the precast bend section.

BASIS OF PAYMENT

Precast 12X6 RCBC 22.5° Bend as measured above, shall be considered full compensation for all work, materials, joint ties, and other incidentals required to complete the work as described above, as shown in the plan set, and in accordance with Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BID ITEM 90037 – 6X4 CONCRETE BOX CULVERT WINGWALL

DESCRIPTION

Work under this item shall include all necessary work, materials, and incidentals necessary to construct a concrete box culvert wingwall in accordance with the City of Madison's Standard Detail Drawings 5.5.1A and 5.5.1B. Wingwall structure including concrete and reinforcement shall be constructed in accordance with Section 504 of the WisDOT Standard Specifications.

In lieu of a cast in place wingwall, the contractor may elect to construct a precast wingwall. If a precast structure is selected, prior to manufacture, the contractor shall submit complete shop drawings, including but not limited to dimensions, wall and slab thickness, and steel reinforcement details, to the City Design Engineer for approval. The Engineer for this project is Lauren Striegl (lstriegl@cityofmadison.com).

Base aggregate required for the 6X4 Concrete Box Culvert Wingwall shall be 12 inches of select fill sand or clear stone wrapped in Geotextile Fabric Type SAS rather than breaker run over geotextile fabric as described in Note 9 on S.D.D. 5.5.1A. Base aggregate and geotextile fabric for the wingwall and apron shall be incidental to this bid item.

METHOD OF MEASUREMENT

6X4 Concrete Box Culvert Wingwall shall be measured by each unit completed in place and satisfactorily installed, as described the Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BASIS OF PAYMENT

Payment for 6X4 Concrete Box Culvert Wingwall shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above, and in accordance with Section 505.4(a) of the City of Madison Standard Specifications, 2020 Edition.

BID ITEM 90038 – RCBC CUTOFF WALL

DESCRIPTION

Where shown in the plan set, the Contractor shall provide a reinforced concrete cutoff wall below the downstream/outlet end of the twin cell 12X6 RCBC and the adjacent 6X6 RCBC. The cutoff wall shall be constructed in accordance with Part III of the City of Madison Standard Specifications and as shown in the plan set.

METHOD OF MEASUREMENT

RCBC Cutoff Wall shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Payment for RCBC Cutoff Wall shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as description above and as shown in the plan set.

BID ITEM 90039 – CAST-IN-PLACE WINGWALLS AND APRON

Work under this item shall include all materials, labor, and incidentals necessary to construct cast-in-place cantilever retaining walls, apron slab, cut-off wall and header as shown in the plan set at the inlet end of the twin cell 12X6 box culverts crossing under City View Drive at approximate station 26+50. All work shall be completed in accordance with Article 505 of the City of Madison Standard Specifications and Section 504 of the WisDOT standard specifications.

This item includes but is not limited to all excavation, backfill, concrete, reinforcement, adhesive rebar anchors, joint filler, pipe underdrain, rubberized membrane waterproofing, and other incidentals as required to construct the items in accordance with the details in the plan set. Rubberized waterproofing membrane shall be installed in accordance with Section 516 of the WisDOT Standard Specifications. Base aggregate and geotextile fabric shall be installed as shown in the plan set and shall be included in payment under this bid item.

METHOD OF MEASUREMENT

Cast-in-Place Wingwalls and Apron shall be measured by the lump sum unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Payment for Cast-in-Place Wingwalls and Apron as measured above, shall be paid at contract price and shall be considered full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90040 – STORM SAS - SPECIAL

DESCRIPTION

This item includes all necessary work, materials, excavation, backfill and incidentals necessary to construct storm sewer access structures S-2 and S-110. The storm sewer access structures shall be constructed in accordance with Article 304 of the City of Madison Standard Specifications and as detailed in the plan set.

METHOD OF MEASUREMENT

Storm SAS - Special shall be measured as each completed unit.

BASIS OF PAYMENT

The contract price for Storm SAS - Special shall be measured as described above which shall be full payment for all work, materials and incidentals required to complete the work including excavation, foundation preparation, structure construction, structure backfill, castings and adjusting rings, installation and removal of temporary shoring if required, disposal of surplus material, restoring the site, and all other work incidental to the installation of storm sewer access structures.

BID ITEM 90041 – AGGRESSIVE SEEDING FOR WEEDY AREAS

DESCRIPTION

Work under this bid item shall include seeding with an Aggressive Seed Mix along the graded box culvert discharge channel and where otherwise specified in the plan set, as shown specifically in the storm detail sheet and erosion control sheets (Sheet [EROSION CONTROL]). This work shall be in accordance with Article 207 of the Standard Specifications, except as provided below.

Seed Mix shall be custom mixed or a modified pre-designed mix from an approved native seed supplier. The native mix shall include at least 8 aggressive forbs and 2 aggressive grasses from the lists included below. The mix shall include a cover crop as recommended by the native seed supplier or other approved cover crop, per Section 207.3(b). Rye will not be permitted as a cover crop.

Seed at the rate recommended by the manufacturer. Submit the final mix and seed application rate to the Engineer for approval. Maddie Dumas from City of Madison Engineering Division (266-9525) shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties shall be allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

Forbs

Ox-eye sunflower (*Heliopsis helianthoides*) (% by wt. 0.9)
Native yarrow (*Achillea millefolium*) (% by wt. 6.5)
Lavender hyssop (*Agastache foeniculum*) (% by wt. 3.6)
Nodding onion (*Allium cernuum*) (% by wt. 0.5)
Partridge pea (*Chamaecrista fasciculata*) (% by wt. 1.2)
Glade mallow (*Napea dioica*) (% by wt. 0.3)
Cup plant (*Silphium perfoliatum*) (% by wt. 0.3)
Evening primrose (*Oenothera biennis*) (% by wt. 5.4)
Ironweed (*Vernonia fasciculata*) (% by wt. 1.3)
Gray-headed coneflower (*Ratibida pinnata*) (% by wt. 0.5)
Bergamot (*Monarda fistulosa*) (% by wt. 3.6)
Blue vervain (*Verbena hastata*) (% by wt. 3.6)
Foxglove beardtongue (*Penstemon digitalis*) (% by wt. 8.7)
Stiff goldenrod (*Solidago rigida*) (% by wt. 1.8)

Grasses

Indian grass (*Sorghastrum nutans*) (% by wt. 7.2)
Big bluestem (*Andropogon gerardii*) (% by wt. 3.5)
Canada wild rye (*Elymus canadensis*) (% by wt. 1.7)
Side oats grama (*Bouteloua curtipendula*) (% by wt. 14.5)
Brown fox sedge (*Carex vulpinoidea*) (% by wt. 8.0)
Virginia wild rye (*Elymus virginicus*) (% by wt. 1.2)
Little bluestem (*Schizachyrium scoparium*) (% by wt. 11.6)

For the Contractor's information, a custom seed mix meeting these specifications (City of Madison Wet-Mesic to Dry-Mesic Aggressive Seed Mix) is available from Agrecol LLC, Evansville, WI (608-223-3571). If not using this specific mix, please submit the mix design to the Engineer for approval.

This bid item shall include placement of soil stabilizer on all areas seeded in accordance with Section 207.2(d) of the Standard Specifications.

METHOD OF MEASUREMENT

Aggressive Seeding for Weedy Areas shall be measured by the Square Yard based on the plan area. No adjustment will be made for slope.

BASIS OF PAYMENT

Aggressive Seeding for Weedy Areas will be paid for at the contract price per square yard of seeding, which shall be payment in full for furnishing, handling, and storing all seed; for preparing the seed bed and sowing the seed; for furnishing, hauling, and placing soil stabilizers; for maintenance of the work and repair of all damaged areas; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. Topsoil and ECRM shall be paid separately under BID ITEMS 20221, 21064 and 21073.

BID ITEM 90042 – NO MOW SEED MIX

DESCRIPTION

This special provision describes the provision and placement of no mow seed mix within terraces areas of the project where indicated in the plans. Comply with Article 207 – SEEDING, of the City of Madison Standard Specifications for Public Works Construction and the seed mix defined in this special provision.

Materials

The contractor shall supply seed mix that meets the specification detailed below. Availability of specific species may be limited. Substitutions for individual species may be permissible and shall be approved by the engineer prior to seed mix order.

The seed mix shown below is available from Twin Cities Seed (kslade@twincityseed.com). Alternative seed sources shall be approved prior to order.

- Shoreline Creeping Red Fescue (% by wt. 20)
- Celestial Creeping Red Fescue (% by wt. 20)
- Tirem Kentucky Bluegrass (% by wt. 18)
- Marco Polo Sheep Fescue (% by wt. 18)
- Dutch White Clover (% by wt. 2.5)
- Self Heal (% by wt. 2.5)
- Creeping Thyme (% by wt. 1)

Construction

Seed shall be placed according to the supplier's recommendations and per Article 207 of the City of Madison Standard Specifications for Public Works Construction.

MEASUREMENT

The Engineer will measure No Mow Seed Mix per square yard acceptably supplied and placed.

PAYMENT

The Engineer will pay for measured quantities at the contract unit price measured by the square yard as described above. Payment is full compensation for provision and acceptable placement of the No Mow Seed Mix as set forth in this special provision.

BID ITEM 90043 – CHAIN LINK FENCE

DESCRIPTION

Work under this bid item consists of providing and installing a 6' high chain link fence near the west end of the twin cell 12x6 box culvert at the location shown in the plan set. The chain link fence shall be constructed in accordance with Section 616 of the WisDOT Standard Specifications.

End posts shall be set in 4-foot deep 12-inch diameter footings. Line posts may be driven into the soil or set in concrete posts 3-foot minimum embedment. Where the fence crosses over the top of the precast concrete box culvert, the fence posts shall have flanged base plate welded to the fence post and galvanized after fabrication. Provide 4 bolt holes in each flanged base plate. Flanged fence posts shall be anchored to top of box culvert using 3/8-inch diameter galvanized steel screw anchors with 3" minimum embedment. Screw anchors shall be Simpson Titen HD Screw Anchor or similar.

METHOD OF MEASUREMENT

Chain Link Fence will be measured by linear foot, acceptably completed.

BASIS OF PAYMENT

Payment for Chain Link Fence is full compensation for providing all materials, labor and equipment necessary to install the railing including all fence materials, excavation and concrete for footings, flanged base plate posts, and all incidentals required to install a complete fence system.

BID ITEM 90044 – ORNAMENTAL PEDESTRIAN RAILING

DESCRIPTION

Work under this bid item consists of providing and installing an ornamental galvanized steel pedestrian railing on the concrete wingwalls and box culvert headwall as shown in the plans.

The contractor shall supply a complete railing system manufactured by Ameristar Fence Products, Inc., or engineer approved equal. Railing components shall be warranted by the manufacturer for a period of not less than 20 years. Warranty shall cover any material and finish defects including cracking, peeling, chipping, blistering and corrosion.

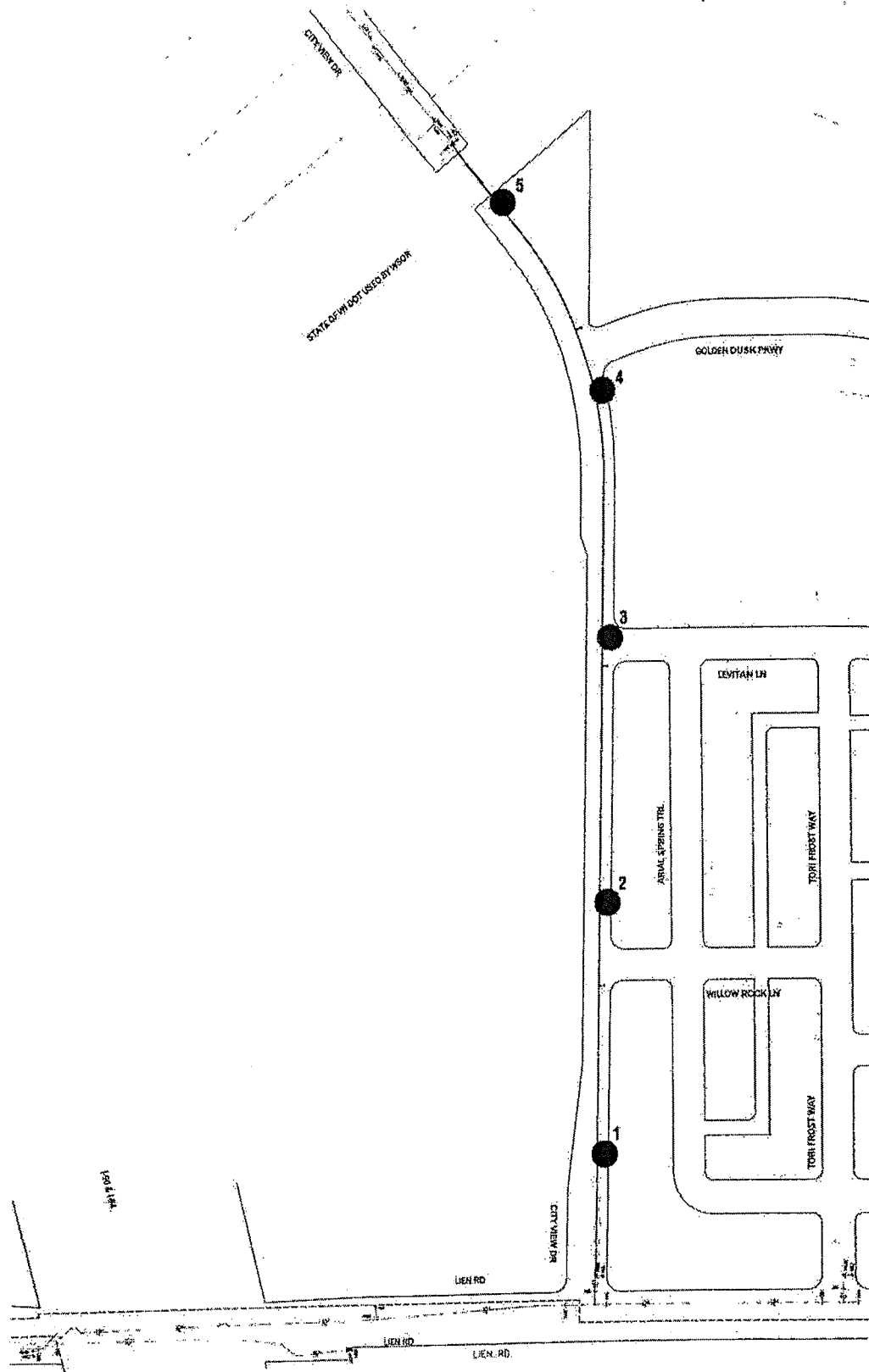
Railing shall be 42-inch tall, Montage II, Majestic 3-Rail style, flush bottom in black finish. Railing system including rails, posts, base plates and anchors shall be designed and manufactured to meet IBC 2015 design loads for pedestrian guards. Railing anchors shall be stainless steel screw anchors, with anchor diameter and embedment to be in accordance with railing manufacturer's recommendations.

METHOD OF MEASUREMENT

Ornamental Pedestrian Railing will be measured by the linear foot acceptably completed.

BASIS OF PAYMENT

Payment for Ornamental Pedestrian Railing shall be full compensation for the railing system as described above including all materials, labor and equipment necessary to install the complete railing system.



Legend

● Denotes Boring Location (approximate)

Notes

1. Soil borings drilled by Soil Essentials in May 2012.



**SOIL BORING LOCATION PLAN
City View Drive Watermain**

DWN: -

APP'D: WWW

Date: 5/12

CI2075-5

Handwritten signature and date: [Signature] 5/12/12



LOG OF TEST BORING

Project City View Drive Watermain
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) N.D.*
 Job No. C12075-5
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LI
					0.3					
1	10	M	10		5	(0.5)				
2	14	M	13			(0.5)				
3	10	M	17							
4	16	D	47		20					
5	18	M	27		15					
					20					

FILL: Dark Brown Silt (Topsoil) to 0.3 ft

Brown Clay with Gravel, Sand and Topsoil to 5 ft

Medium Dense, Tan Fine SAND, Trace Silt and Gravel (SP)

Dense, Tan Fine to Coarse SAND; Some Gravel, Trace to Little Silt, Scattered Cobbles (SP/SP-SM)

Medium Dense, Tan Sandy SILT; Trace Gravel (ML)

End of Boring at 15 ft
Backfilled with Bentonite Chips

*N.D. = Not Determined

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ NW Upon Completion of Drilling NW
 Time After Drilling _____ 0.5 hr
 Depth to Water _____ NW ∇
 Depth to Cave in _____

Start 5/22/12 End 5/22/12
 Driller SE Chief DAP Rig 7822DT
 Logger DAP Editor ESF
 Drill Method 2.25" HSA

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project City View Drive Watermain
 Location Madison, Wisconsin

Boring No. 2
 Surface Elevation (ft) N.D.
 Job No. C12075-5
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
1	12	M	9	0-3	Loose, Dark Brown to Black Topsoil (OL)	(3.0)				
2	14	M	6	3-9	Stiff to Very Stiff, Brown-Gray Lean CLAY (CL)	(2.0)				
3	18	M	3	9-12	Soft to Stiff, Brown and Gray Mottled Lean CLAY (CL)	(0.3)				
4	17	M	3	12-15	Soft to Stiff, Brown and Gray Mottled Lean CLAY (CL)	(1.0)				
5	14	M	21	15-20	Medium Dense, Brown Fine to Coarse SAND & GRAVEL; Little to Some Silt, Scattered Cobbles (SP-SM/SM/GP-GM/GM)					
End of Boring at 15 ft Backfilled with Bentonite Chips										

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ NW Upon Completion of Drilling NW
 Time After Drilling _____ 3 hrs
 Depth to Water _____ NW ∇
 Depth to Cave in _____

Start 5/22/12 End 5/22/12
 Driller SE Chief DAP Rig 7822DT
 Logger DAP Editor ESF
 Drill Method 2.25" HSA

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project City View Drive Watermain
 Location Madison, Wisconsin

Boring No. 3
 Surface Elevation (ft) N.D.
 Job No. C12075-5
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	w	LL	PL	LI
					FILL: Tan Sandy Silt Layered with Silty Fine Sand to 3.8 ft Dark Brown Organic Silt to 9 ft					
1	18	D	5	5						
2	18	M	5	5			(1.75)			
3	18	M	4	4			(1.5)			
4	10	M	6	6			(1.0)			
					Loose, Dark Brown to Black TOPSOIL (OL)					
					Very Dense, Brown Fine to Medium SAND; Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
5	4	D	55	15						
					End of Boring at 15 ft Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling NW
 Time After Drilling _____ 2 hrs
 Depth to Water _____ NW
 Depth to Cave in _____

Start 5/22/12 End 5/22/12
 Driller SE Chief DAP Rig 7822DT
 Logger DAP Editor ESF
 Drill Method 2.25" HSA

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project City View Drive Watermain

Location Madison, Wisconsin

Boring No. 4

Surface Elevation (ft) N.D.

Job No. C12075-5

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	DEPTH (ft)	Rec (in.)	Moist	N		q _a (qa) (tsz)	N	LL	PL	LI	
					FILL: Brown Silty Sand with Gravel, Occasional Cobbles and Boulders to 8.5 ft						
1		14	M	9							
2		12	M	32							
3		12	M/W	12							
4		10	M	19		Brown Clay with Sand and Gravel to 15 ft	(1,0-2,5)				
5		14	M	25	(1,0-2,0)						
					End of Boring at 15 ft Backfilled with Bentonite Chips						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ NW Upon Completion of Drilling NW
 Time After Drilling _____ 1.5 hrs
 Depth to Water _____ NW ∇
 Depth to Cave in _____

Start 5/22/12 End 5/22/12
 Driller SE Chief DAP Rig 7822DT
 Logger DAP Editor ESF
 Drill Method 2.25" HSA

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project City View Drive Watermain
 Location Madison, Wisconsin

Boring No. 5
 Surface Elevation (ft) N.D.
 Job No. C12075-5
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	Ree (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI	
1	14	M	25		FILE: Brown Fine to Medium Sand, Some Silt and Gravel, Scattered Cobbles and Boulders to 6.5 ft Dark Brown Clay with Sand and Gravel to 15 ft						
2	14	M	10								
3	6	M	6								
4	10	M	4				(2.0)				
5	11	M	3				(2.0)				
				15	End of Boring at 15 ft Backfilled with Bentonite Chips						

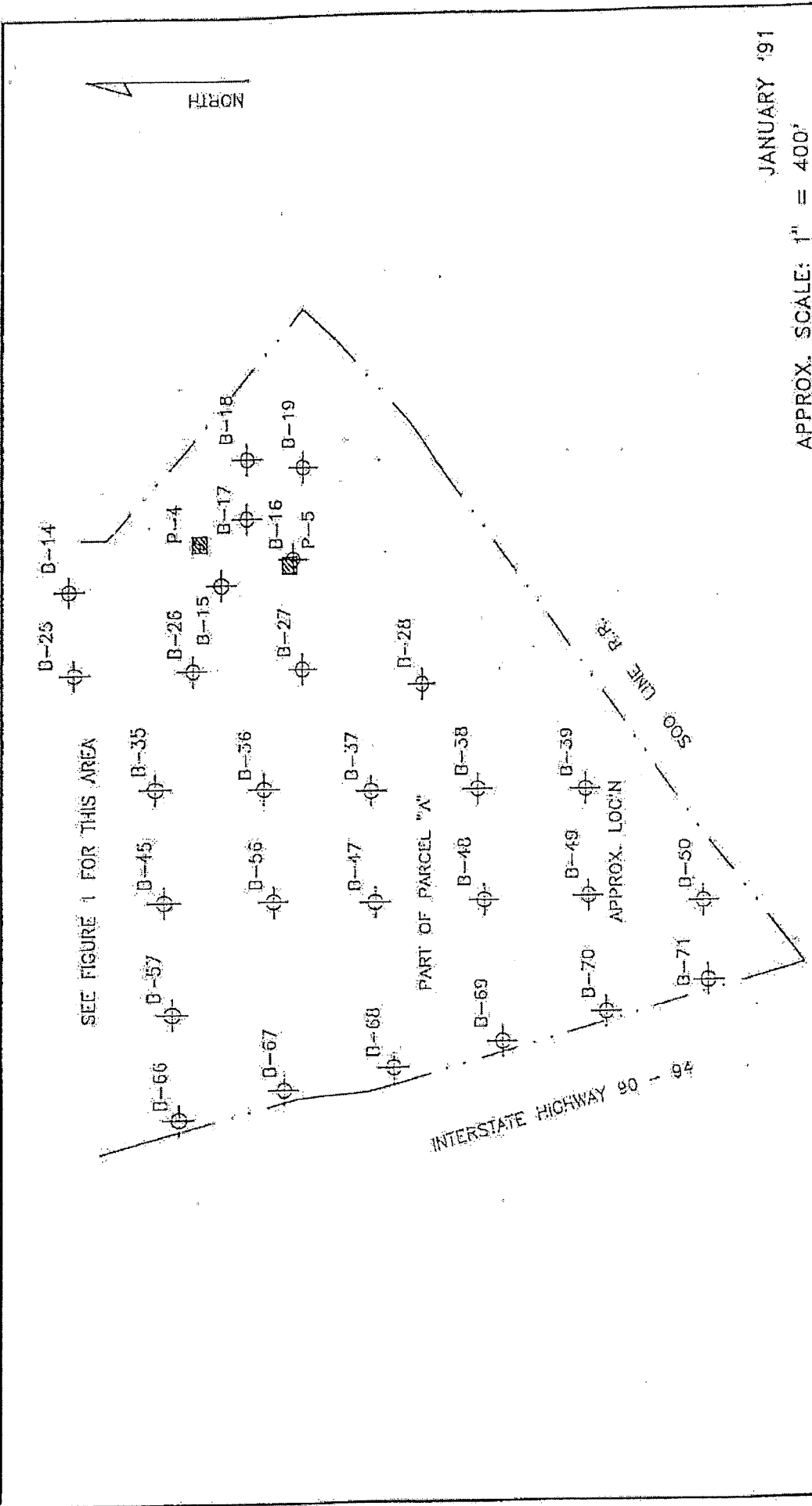
WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling NW
 Time After Drilling _____ 0.5 hr
 Depth to Water _____ NW
 Depth to Cave in _____

Start 5/22/12 End 5/22/12
 Driller SE Chief DAP Rig 7822DT
 Logger DAP Editor ESF
 Drill Method 2.25" HSA

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



JANUARY '91

APPROX. SCALE: 1" = 400'

TEST BORING LAYOUT
 HIGH CROSSING - SOUTH HALF
 BURKE ROAD AT I-90, 94
 TOWN OF BURKE
 WISCONSIN
 BORINGS BY: ENVIRONMENTAL AND
 FOUNDATION DRILLING, INC.

FIGURE 2

SOIL BORING LOG

BORING # 25

PROJECT: High Crossing, Town of Burke

SHEET 1 OF 1

LOCATION: See Plan

ELEVATION: 120.3

depth	SOIL CLASSIFICATION	SAMPLE NUMBER		MOISTURE		Q P
		INTERVAL	"N" VALUE	REC		
0	-----Topsoil-----1.0					
	Black & brown silty clay.	1	1.0-2.5	6	7" M	1.75
	-----2.5					
5	Light brown & red silty fine sand with gravel & stones.	2	3.5-5.0	6	5" D	1.75
	Clayey silt, trace sand @ 4.8 to 7.0.	3	6.0-7.5	29	12" D	1.0
10		4	8.5-10.	18	16" D	
		5	11-12.5	31	10" D	
15	-----15.0	6	13.5-15	32	12" D	
	End of boring.					
20						

S - Saturated
 W - Wet
 M - Moist
 D - Dry

WATER LEVEL: Dry @ completion.

LOGGER: CDP
 DATE STARTED: 12-07-90
 DATE FINISHED: 12-07-90

Qp - Pocket penetrometer (tons per sq.ft.)

DRILLING METHOD & EQUIP: 2.25" AUGERS/CME-75

SOIL BORING LOG

BORING # 26

PROJECT: High Crossing, Town of Burke

SHEET 1 OF 1

LOCATION: See Plan

ELEVATION: 119.1

DEPTH	SOIL CLASSIFICATION	SAMPLE NUMBER	MOISTURE		Q P
			INTERVAL	"N" VALUE	
0	-----Topsoil-----1.0				
1		1	1.0-2.5	7	8" M 2.5
5	Black & brown silty clay, trace sand.	2	3.5-5.0	6	12" D 2.5
6	-----6.0				
7	Light brown silty fine sand with gravel, stones, and cobbles.	3	6.0-7.5	29	14" D
9	-----9.8				
10	Sandstone bedrock.	4	8.5-10.	100/4	6" D
10.5	-----10.5				
	End of boring, auger refusal.				
15					
20					

S - Saturated
 W - Wet
 M - Moist
 D - Dry

WATER LEVEL: Dry @ completion.

LOGGER: CDP

DATE STARTED: 12-06-90

DATE FINISHED: 12-06-90

Qp - Pocket penetrometer (tons per sq.ft.)

DRILLING METHOD & EQUIP: 2.25" AUGERS/CME-75

SOIL BORING LOG

BORING # 27

PROJECT: High Crossing, Town of Burke

SHEET 1 OF 1

LOCATION: See Plan

ELEVATION: 123.2

depth	SOIL CLASSIFICATION	SAMPLE NUMBER		MOISTURE		Q P
		INTERVAL	"N" VALUE	REC		
0	-----Topsoil-----					
	Black & brown silty clay.	1	1.0-2.5	3	5" M	1.25
	-----2.5					
	Light brown silty fine sand with gravel.					
	-----4.6					
5	Brown silty clay, trace sand.	2	3.5-5.0	8	8" D	2.25
	-----5.5					
	Light brown silty fine sand with gravel, occ. cobbles and boulders.	3	6.0-7.5	15	11" D	
	-----9.9					
10	Weathered sandstone bedrock.	4	8.5-10.	17	16" D	
	-----13.0					
	End of boring, auger refusal.	5	11.-12.5	20	14" D	
15						
20						

S - Saturated WATER LEVEL: Dry @ completion.
 W - Wet LOGGER: CDP
 M - Moist DATE STARTED: 12-06-90
 D - Dry DATE FINISHED: 12-06-90
 Qp - Pocket penetrometer (tons per sq.ft.)
 DRILLING METHOD & EQUIP: 2.25" AUGERS/CME-75

SOIL BORING LOG

BORING # 28.

PROJECT: High Crossing, Town of Burke

SHEET 1 OF 1

LOCATION: See Plan

ELEVATION: 105.3

depth	SOIL CLASSIFICATION	SAMPLE NUMBER	MOISTURE		Q P
			INTERVAL	"N" VALUE	
0	-----Topsoil-----1.0				
	Black & brown silty clay.	1	1.0-2.5	4	8" M 2.0
	-----2.3				
5	Brown & tan silty fine sand with gravel and stones, occ. boulders & cobbles 2.3 to 8.5.	2	3.5-5.0	17	12" D
		3	6.0-7.5	23	12" D
	-----8.5				
10	Sandstone bedrock, weathered.	4	8.5-10.	41	12" D
		5	11.-12.5	45	0" -
15	-----15.0				
	End of boring.	6	13.5-15.	100/2	2" D
20					

S - Saturated
 W - Wet
 M - Moist
 D - Dry
 Qp - Pocket penetrometer (tons per sq.ft.)
 WATER LEVEL: Dry @ completion.
 LOGGER: CDP
 DATE STARTED: 12-06-90
 DATE FINISHED: 12-06-90
 DRILLING METHOD & EQUIP: 2.25" AUGERS/CME-75

SOIL BORING LOG

BORING # 35

PROJECT: High Crossing, Town of Burke

SHEET 1 OF 1

LOCATION: See Plan

ELEVATION: 105.1

DEPTH	SOIL CLASSIFICATION	SAMPLE NUMBER	MOISTURE		Q P	
			INTERVAL	"N" VALUE		REC
0	-----Topsoil-----1.0					
	Black & brown silty clay.	1	1.0-2.5	4	5" D	1.25
	-----2.5					
5		2	3.5-5.0	33	7" D	
	Light brown silty fine sand with gravel, occ. cobble and boulders.	3	6.0-7.5	23	12" D	
10		4	8.5-10.	26	12" D	
	Much cobbles & boulders 11.5 to 15.0.	5	11.-12.5	23	12" D	
15	-----15.0	6	13.5-15.	100/12	2" D	
	End of boring.					
20						

S - Saturated
 W - Wet
 M - Moist
 D - Dry
 Qp - Pocket penetrometer (tons per sq.ft.)
 WATER LEVEL: Dry @ completion.
 DRILLING METHOD & EQUIP: 2.25" AUGERS/CME-75
 LOGGER: CDP
 DATE STARTED: 12-05-90
 DATE FINISHED: 12-05-90

SOIL BORING LOG

BORING # 36

PROJECT: High Crossing, Town of Burke

SHEET 1 OF 1

LOCATION: See Plan

ELEVATION: 101.6

depth ft	SOIL CLASSIFICATION	SAMPLE NUMBER		MOISTURE		Q P
		INTERVAL	"N" VALUE	REC		
0	-----Topsoil-----					
	Black & brown silty sand, trace clay.	1 1.0-2.5	5	3" M		1.80
	-----4.3					
5	Light brown silty sand, trace -----clay.-----	2 3.5-5.0	7	8" M		2.5
		3 6.0-7.5	16	14" D		
	Light brown silty fine sand with gravel, occ. cobbles and boulders.	4 8.5-10.	14	12" D		
		5 11.-12.5	21	12" D		
15	-----15.0	6 13.5-15	12	16" D		
	End of boring.					
20						

S - Saturated
 W - Wet
 M - Moist
 D - Dry
 Qp - Pocket penetrometer (tons per sq.ft.)
 WATER LEVEL: Dry @ completion.
 LOGGER: CDP
 DATE STARTED: 12-06-90
 DATE FINISHED: 12-06-90
 DRILLING METHOD & EQUIP: 2.25" AUGERS/CME-75

SOIL BORING LOG

BORING # 37

PROJECT: High Crossing, Town of Burke

SHEET 1 OF 1

LOCATION: See Plan

ELEVATION: 99.5

Feet	SOIL CLASSIFICATION	SAMPLE NUMBER	MOISTURE		Q P
			INTERVAL	"N" VALUE	
0	-----Topsoil-----				
	Black & brown silty clay.	1	1.0-2.5	5	8" M 2.25
	-----2.5				
	Brown silt, clay & fine sand.				
5	-----5.5	2	3.5-5.0	4	3" M 2.85
		3	6.0-7.5	19	10" D
	Light brown silty fine sand with gravel, occ. cobbles and boulders.				
10		4	8.5-10.	25	8" D
		5	11.-12.5	9	11" D
15	-----15.0	6	13.5-15.	12	14" D
	End of boring.				
20					

S - Saturated

W - Wet

M - Moist

D - Dry

Qp - Pocket penetrometer (tons per sq.ft.)

DRILLING METHOD & EQUIP: 2.25" AUGERS/CME-75

WATER LEVEL: Dry @ completion.

LOGGER: CDP

DATE STARTED: 12-06-90

DATE FINISHED: 12-06-90

SOIL BORING LOG

BORING # 38

PROJECT: High Crossing, Town of Burke

SHEET 1 OF 1

LOCATION: See Plan

ELEVATION: 98.0

depth	SOIL CLASSIFICATION	SAMPLE NUMBER		MOISTURE		Q P
		INTERVAL	"N" VALUE	REC		
0	-----Topsoil-----	1.0				
	Black & brown silty clay.	1 1.0-2.5	7	5" M		2.85
	-----2.4					
	Light brown silty fine sand with gravel, occ. cobbles and boulders.					
	-----4.7					
5	-Brown silt w/trace sand.---	2 3.5-5.0	13	5" D		
		3 6.0-7.5	19	12" D		
	Light brown silty fine sand with gravel, occ. cobbles and boulders.	4 8.5-10.	22	12" D		
10		5 11.-12.5	38	10" D		
15	-----15.0	6 13.5-15.	68	10" D		
	End of boring.					
20						

S - Saturated
 W - Wet
 M - Moist
 D - Dry
 Qp - Pocket penetrometer (tons per sq.ft.)
 WATER LEVEL: Dry @ completion.
 LOGGER: CDP
 DATE STARTED: 12-06-90
 DATE FINISHED: 12-06-90
 DRILLING METHOD & EQUIP: 2.25" AUGERS/CME-75

SOIL BORING LOG

BORING # 39

PROJECT: High Crossing, Town of Burke

SHEET 1 OF 1

LOCATION: See Plan

ELEVATION: 68.9

depth	SOIL CLASSIFICATION	SAMPLE NUMBER		MOISTURE		Q P
		INTERVAL	"N" VALUE	REC		
0	-----Topsoil-----1.0					
	Black & brown silty clay.	1	1.0-2.5	7	2" M	2.3
	-----2.5					
	Black and brown mottled silt, sand and clay.					
5	-----5.0	2	3.5-5.0	6	8" M	3.0
		3	6.0-7.5	41	8" D	
	Light brown silty fine sand with gravel, very much cobbles and boulders.	4	8.5-10.	61	4" D	
10		5	11.-12.5	54	12" D	
15	-----15.0	6	13.5-15.	31	4" D	
	End of boring.					
20						

S - Saturated

W - Wet

M - Moist

D - Dry

Qp - Pocket penetrometer (tons per sq.ft.)

DRILLING METHOD & EQUIP: 2.25" AUGERS/CME-75

WATER LEVEL: Dry @ completion.

LOGGER: CDP

DATE STARTED: 12-06-90

DATE FINISHED: 12-06-90

SECTION E: BIDDERS ACKNOWLEDGEMENT

CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8313

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

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

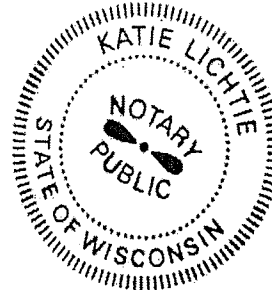
[Signature]
SIGNATURE

PM
TITLE, IF ANY

Sworn and subscribed to before me this 26 day of March, 2020.

[Signature]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 01-06-23

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



Contract 8313 – 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

CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8313

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: SPEEDWAY SAND & GRAVEL, INC.
8500 GREENWAY BLVD., SUITE 202

Address: MIDDLETON, WI 53562

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

Contact Person/Title: Dustin Bitter

Prime Bidder Certification

I, Dustin Bitter, PM of

Speedway Sand & Gravel Company certify that the information

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

[Signature]
Witness' Signature

[Signature]
Bidder's Signature

3-26-20
Date

CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8313

DATE: 3/26/2020

Speedway Sand & Gravel,
Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LS	1.00	\$1,990.00	\$1,990.00
10790.0 - RAILROAD INSURANCE - LS	1.00	\$8,100.00	\$8,100.00
10911.0 - MOBILIZATION - LS	1.00	\$100,000.00	\$100,000.00
20101.0 - EXCAVATION CUT - CY	16047.00	\$7.00	\$112,329.00
20130.0 - UNDERDRAIN - LF	320.00	\$11.65	\$3,728.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - SY	1000.00	\$1.85	\$1,850.00
20219.0 - BREAKER RUN - TON	6100.00	\$5.00	\$30,500.00
20221.0 - TOPSOIL - SY	12012.00	\$3.96	\$47,567.52
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	100.00	\$4.00	\$400.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - LF	30.00	\$5.00	\$150.00
20402.0 - CLEARING - STA	10.60	\$725.00	\$7,685.00
20407.0 - GRUBBING - STA	10.60	\$725.00	\$7,685.00
20701.0 - TERRACE SEEDING - SY	2426.00	\$1.36	\$3,299.36
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	3090.00	\$12.75	\$39,397.50
30207.0 - TYPE "H" CONCRETE CURB & GUTTER - LF	560.00	\$19.45	\$10,892.00
30301.0 - 5" CONCRETE SIDEWALK - SF	10800.00	\$4.00	\$43,200.00
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - SF	1225.00	\$5.85	\$7,166.25
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - SF	210.00	\$10.00	\$2,100.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF	160.00	\$30.00	\$4,800.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON	3200.00	\$12.00	\$38,400.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 - TON	3975.00	\$12.00	\$47,700.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	170.00	\$72.00	\$12,240.00
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	1640.00	\$56.70	\$92,988.00
40204.0 - HMA PAVEMENT 4 MT 58-28 S - TON	940.00	\$60.90	\$57,246.00
40211.0 - BITUMINOUS TACK COAT - GAL	250.00	\$2.75	\$687.50
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - LF	2600.00	\$1.00	\$2,600.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - LF	2100.00	\$1.50	\$3,150.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - LF	75.00	\$18.00	\$1,350.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - LF	40.00	\$20.00	\$800.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	3.00	\$100.00	\$300.00
90042.0 - NO MOW SEED MIX - SY	1081.00	\$1.91	\$2,064.71
20217 - CLEAR STONE - TON	1987.00	\$12.00	\$23,844.00
21002.0 - EROSION CONTROL INSPECTION - EACH	2.00	\$450.00	\$900.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$1,200.00	\$2,400.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$6,000.00	\$6,000.00
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	1.00	\$600.00	\$600.00
21018.0 - SILT SOCK (8") - PROVIDE, INSTALL & MAINTAIN - LF	1722.00	\$8.68	\$14,946.96
21019.0 - SILT SOCK (8") - REMOVE & RESTORE - LF	1722.00	\$1.10	\$1,894.20
21042.0 - INLET PROTECTION, TYPE D - PROVIDE & INSTALL - EACH	14.00	\$285.00	\$3,990.00
21043.0 - INLET PROTECTION, TYPE D - MAINTAIN - EACH	14.00	\$30.00	\$420.00
21044.0 - INLET PROTECTION, TYPE D - REMOVE - EACH	14.00	\$35.00	\$490.00
21064.0 - EROSION MATTING, CLASS I, TYPE B - ORGANIC - SY	707.00	\$1.35	\$954.45
21073.0 - EROSION MATTING, CLASS II, TYPE C - ORGANIC - SY	707.00	\$3.95	\$2,792.65
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	187.00	\$42.56	\$7,958.72

CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8313

DATE: 3/26/2020

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
50741.0 - TYPE H INLET - EACH	9.00	\$2,510.00	\$22,590.00
20204.0 - SELECT FILL (UNDISTRIBUTED) - TON	265.00	\$11.75	\$3,113.75
20240.0 - EXTRA HEAVY RIP RAP - GLACIAL FIELD STONE - TON	180.00	\$59.00	\$10,620.00
20241.0 - RIPRAP FILTER FABRIC, TYPE HR - SY	2809.00	\$2.54	\$7,134.86
20336.0 - PIPE PLUG - EACH	1.00	\$200.00	\$200.00
20704.0 - INFILTRATION SEEDING - SY	2388.00	\$2.20	\$5,253.60
40321.0 - UNDERCUT - CY	265.00	\$20.00	\$5,300.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - LF	2218.00	\$0.01	\$22.18
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - LF	438.00	\$44.77	\$19,609.26
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - LF	118.00	\$48.18	\$5,685.24
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - LF	53.00	\$86.59	\$4,589.27
50407.0 - 30 INCH TYPE I RCP STORM SEWER PIPE - LF	44.00	\$87.59	\$3,853.96
50411.0 - 48 INCH TYPE I RCP STORM SEWER PIPE - LF	745.00	\$130.70	\$97,371.50
50419.0 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - LF	45.00	\$93.68	\$4,215.60
50420.0 - 24 INCH X 38 INCH TYPE I HERCP STORM SEWER PIPE - LF	588.00	\$96.59	\$56,794.92
50461.0 - 12 INCH RCP AE - EACH	3.00	\$599.00	\$1,797.00
50483.0 - 24 INCH X 38 INCH HERCP AE - EACH	1.00	\$965.00	\$965.00
50499.0 - CONCRETE COLLAR - EACH	1.00	\$950.00	\$950.00
50601.0 - 12 INCH RCP AE GATE - EACH	3.00	\$477.00	\$1,431.00
50623.0 - 24 INCH X 38 INCH HERCP AE GATE - EACH	1.00	\$1,127.00	\$1,127.00
50651.1 - 6X4 BOX CULVERT OUTLET GATE - EACH	1.00	\$3,450.00	\$3,450.00
50651.2 - 6X6 BOX CULVERT OUTLET GATE - EACH	1.00	\$3,650.00	\$3,650.00
50723.0 - 3'X3' STORM SAS - EACH	2.00	\$2,985.00	\$5,970.00
50724.0 - 4'X4' STORM SAS - EACH	3.00	\$4,820.00	\$14,460.00
50725.0 - 5'X5' STORM SAS - EACH	1.00	\$5,080.00	\$5,080.00
50726.0 - 6'X6' STORM SAS - EACH	3.00	\$7,940.00	\$23,820.00
50767.0 - TERRACE INLET TYPE 2 - EACH	2.00	\$4,165.00	\$8,330.00
50802.0 - CONCRETE SUPPORTS - EACH	2.00	\$1,200.00	\$2,400.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - LF	40.00	\$118.00	\$4,720.00
70101.0 - FURNISH AND INSTALL STYROFOAM - LF	72.00	\$14.00	\$1,008.00
90030.0 - STORM CONTROL PLAN AND IMPLEMENTATION - LS	1.00	\$7,200.00	\$7,200.00
90031.0 - PRECAST 6X4 REINFORCED CONCRETE BOX CULVERT - LF	498.00	\$433.50	\$215,883.00
90032.0 - PRECAST 6X6 REINFORCED CONCRETE BOX CULVERT - LF	51.00	\$569.00	\$29,019.00
90033.0 - PRECAST 12X6 REINFORCED CONCRETE BOX CULVERT - LF	200.00	\$1,129.50	\$225,900.00
90034.0 - PRECAST 6X4 RCBC 50° BEND - EACH	1.00	\$4,800.00	\$4,800.00
90035.0 - PRECAST 6X6 RCBC 45° BEND - EACH	2.00	\$6,230.00	\$12,460.00
90036.0 - PRECAST 12X6 RCBC 22.5° BEND - EACH	4.00	\$8,440.00	\$33,760.00
90037.0 - 6X4 BOX CULVERT WINGWALL - EACH	1.00	\$14,225.00	\$14,225.00
90038.0 - RCBC CUTOFF WALL - EACH	1.00	\$4,480.00	\$4,480.00
90039.0 - CAST-IN-PLACE WINGWALLS AND APRON - LUMP SUM	1.00	\$101,570.00	\$101,570.00
90040.0 - STORM SAS - SPECIAL - EACH	2.00	\$8,960.00	\$17,920.00
90041.0 - AGGRESSIVE SEEDING FOR WEEDY AREAS MIX - SY	8467.00	\$3.38	\$28,618.46
90043.0 - CHAIN LINK FENCE - LF	69.00	\$60.00	\$4,140.00
90044.0 - ORNAMENTAL PEDESTRIAN RAILING - LF	136.00	\$130.00	\$17,680.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	7.00	\$700.00	\$4,900.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	3.00	\$300.00	\$900.00
50212.0 - SELECT BACKFILL FOR SANITARY SEWER - T.F.	248.00	\$0.20	\$49.60

CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8313

DATE: 3/26/2020

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
50301.0 - 8" PVC SANITARY SEWER PIPE SDR-35 - L.F.	248.00	\$49.25	\$12,214.00
50390.0 - SEWER ELECTRONIC MARKERS (sanitary) - EACH	5.00	\$60.00	\$300.00
50791.0 - SANITARY SEWER TAP - EACH	5.00	\$1,200.00	\$6,000.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	50.00	\$98.90	\$4,945.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	1.00	\$2,273.00	\$2,273.00
70104.0 - ADJUST WATER VALVE BOX SECTIONS - EACH	30.00	\$275.00	\$8,250.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	1583.00	\$9.00	\$14,247.00
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	337.00	\$8.00	\$2,696.00
60261.0 - ELECTRICAL TRENCH - L.F.	1837.00	\$3.00	\$5,511.00
60403.0 - CONSTRUCT TYPE LB-3 BASE - EACH	10.00	\$1,100.00	\$11,000.00
60703.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE I - EACH	5.00	\$1,000.00	\$5,000.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	18702.00	\$1.29	\$24,125.58
50801.0 - UTILITY LINE OPENING (ULO) - EACH	20.00	\$300.00	\$6,000.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	230.00	\$71.75	\$16,502.50
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	10.00	\$1,870.00	\$18,700.00
106 Items	Totals		\$1,946,338.10



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. OUIMET**, **Nicole STILLINGS**, **John E. TAUER**, **Joshua R. LOFTIS**, **Kurt C. LUNDBLAD**, **Ted JORGENSEN**, **R. C. BOWMAN**, and **Brian J. OESTREICH**, all of Minneapolis, Minnesota, **EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

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



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

I, the undersigned, 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 22nd day of April in the year Two Thousand and Twenty between **SPEEDWAY SAND & GRAVEL, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **APRIL 21, 2020**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8313

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION NINE HUNDRED FORTY-SIX THOUSAND THREE HUNDRED THIRTY-EIGHT AND 10/100 (\$1,946,338.10)** 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 Contractor state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8313**

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:

Tracy Hellerhard 4/22/20
Witness Date

Tracy Hellerhard 4/22/20
Witness Date

SPEEDWAY SAND & GRAVEL, INC.
Company Name

[Signature] 4/22/20
President Date

Janice Ryan 4/22/20
Secretary Date

CITY OF MADISON, WISCONSIN

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

[Signature] 5/5/2020
Finance Director Date

[Signature] 5/12/2020
Witness Date

Mary M. Maci 4/30/20
Witness Date

Approved as to form:

[Signature] 5/7/2020
City Attorney Date

[Signature] 5/13/2020
Mayor Date

Loren N. Perez for 4/30/2020
City Clerk Date

Bond No. 9264634

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and **Fidelity and Deposit Company of Maryland** Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION NINE HUNDRED FORTY-SIX THOUSAND THREE HUNDRED THIRTY-EIGHT AND 10/100 (\$1,946,338.10)** 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:

**CITY VIEW DRIVE ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8313**

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 22nd day of April, 2020

Countersigned:

Tracy Hellenbrand
Witness

Aimee Ryan
Secretary

Approved as to form:

Patricia Linton for
City Attorney

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

[Signature]
President Seal NA

Fidelity and Deposit Company of Maryland

Surety Seal
 Salary Employee Commission

By [Signature]
Attorney-in-Fact **Nicole Stillings**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 22, 2020
Date

[Signature]
Agent Signature

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

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

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

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



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of April, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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