

Contract Routing Form

ROUTING: Routine

printed on: 06/24/2021

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

Project: State Street Sidewalk Repairs and North Park Street Sidewalk
and Terrace Assessment District 2021

Contract No.: 8584 File No.: 65642
Enactment No.: RES-21-00421 Enactment Date: 06/18/2021
Dollar Amount: 399,876.54

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6/24/21	6/24/21
Director of Civil Rights	6/29/21	6/29/21 MG
Risk Manager	6/29/2021	6/29/2021 REV
Finance Director	6/29/2021	
City Attorney	6/29/2021	6/29/2021
Mayor	6/30/2021	6/30/21

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

Original + 2 Copies

06/24/2021 12:29:50 enjls - Fadi El Musa Gonzalez 243-5214



Legislation Details (With Text)

File #: 65642 **Version:** 1 **Name:** Awarding Public Works Contract No. 8584, North Park Street Sidewalk and Terrace Assessment District - 2021 and State Street Sidewalk Repair.

Type: Resolution **Status:** Passed

File created: 5/24/2021 **In control:** Engineering Division

On agenda: 6/15/2021 **Final action:** 6/15/2021

Enactment date: 6/18/2021 **Enactment #:** RES-21-00421

Title: Awarding Public Works Contract No. 8584, North Park Street Sidewalk and Terrace Assessment District - 2021 and State Street Sidewalk Repair. (2nd, 4th, and 8th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8584BidOpeningTab.pdf, 2. 8584 contract.pdf

Date	Ver.	Action By	Action	Result
6/15/2021	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
6/2/2021	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
5/24/2021	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for North Park Street Sidewalk and Terrace Assessment District - 2021 and State Street Sidewalk Repair at a total estimated cost of \$431,870. Funding for the project is available in Munis 13324. No additional appropriation is required.

Awarding Public Works Contract No. 8584, North Park Street Sidewalk and Terrace Assessment District - 2021 and State Street Sidewalk Repair. (2nd, 4th, and 8th 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. 8584) for itemization of bids.

EN- Steve Danner-Rivers

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8584
STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK AND TERRACE
ASSESSMENT DISTRICT - 2021

SPEEDWAY SAND & GRAVEL, INC.

\$ 399,876.54

Acct. No. 13324-403-200: 54425 (91347)
Contingency 8%±

\$ 399,876.54
31,993.46

GRAND TOTAL

\$ 431,870.00



Wisconsin
State Based Systems

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) 605-8000</td> </tr> </tbody> </table>	Type	Number	Toll Free Phone	(800) 382-2150	Business Primary Phone	(847) 413-5048	Business Primary Phone	(847) 605-8000	No results found.	No results found.
Type	Number									
Toll Free Phone	(800) 382-2150									
Business Primary Phone	(847) 413-5048									
Business Primary Phone	(847) 605-8000									

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 1342 entries

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

Line Of Business

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

Contact

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

Company Merger

No results found.

Name Change History

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

\$399,876.54
FILE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK
AND TERRACE ASSESSMENT DISTRICT 2021

CONTRACT NO. 8584

PROJECT NO. 13324

MUNIS NO. 13324

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 15, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

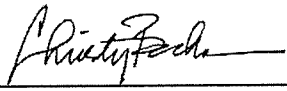
**STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK
AND TERRACE ASSESSMENT DISTRICT 2021
CONTRACT NO. 8584**

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This Proposal, and Agreement have
been prepared by:

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


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

RFP: femg

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:	STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK AND TERRACE ASSESSMENT DISTRICT 2021
CONTRACT NO.:	8584
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	5/20/2021
BID SUBMISSION (2:00 P.M.)	5/27/2021
BID OPEN (2:30 P.M.)	5/27/2021
PUBLISHED IN WSJ	5/13/2021 & 5/20/2021

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

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK AND TERRACE ASSESSMENT DISTRICT 2021 CONTRACT NO. 8584

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, sidewalk replacement, sidewalk joint repairs, caulking, terrace paver replacement, and street light base replacement.

The project limits for the work are State Street from N. Park Street to W. Mifflin Street, N. Park Street from University Avenue to Langdon Street, and University Avenue from N. Mills Street to N. Brooks Street.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement, concrete joint repairs, and caulking may increase or decrease based on what is encountered in the field.

SECTION 104.6 DECREASED AND DELETED ITEMS

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall be aware that multiple mobilizations for the concrete work and separate concrete pours may also be necessary to meet the requirements of the contract.

The Contractor shall use care around existing trees, canopies, plantings, fences, walls, steps, driveways, and any other structures or amenities that are indicated on the plans to remain. The Contractor shall be aware that the adjacent buildings are mostly at or near the back of sidewalk. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2. All other standard tree protection specifications will be strictly enforced.

There are underground building vaults located within the right-of-way on this project. Known vault locations are indicated on the plans, but, additional unknown vaults may be encountered with this project. The majority of the vaults are typically located under the mainline sidewalk. The Contractor shall take care to not damage these vaults during construction, which will include limiting the depth of any saw cuts and taking special care with removals. The Contractor shall perform work as necessary to work around these vaults without causing damage.

Coordination with Businesses

The Contractor shall coordinate work with all adjacent businesses. The Contractor shall provide a minimum of 48 hours notice to adjacent businesses prior to starting any work in front of the business. Many businesses along State St. either have a sidewalk café that is set up within the terrace on State St. or they have vendor displays that get set up. Proper notice will be vital to these businesses so that they can properly plan storage and staffing requirements during the work.

The Contractor shall make every effort to minimize impacts to adjacent businesses. Any areas of sidewalk removal shall be protected to maintain safe access. Sidewalk removal areas, including joint repairs shall either be poured back the following day or the area may be temporarily brought back up to grade by use of temporary pavement or plywood such that the removal area may be re-opened to foot traffic or for café use until the concrete is poured. The contractor shall keep adjacent businesses informed of the anticipated schedule for removals and concrete pouring. No concrete pours shall be done on Fridays in front of businesses with cafés or vendor displays, and the sidewalk in front of these businesses shall be restored to a suitable condition for use by the business on Fridays and over weekends.

Special Events

The Contractor shall be aware that several events will be taking place on or around the Capitol Square during the timeframe of this contract. The Contractor can expect increased vehicular and pedestrian traffic volumes during these times. The contractor shall not perform any work during Maxwell Street Days. Maxwell Street Days dates are still to be decided at the time of writing this contract.

Student moving dates are August 14 & 15. The Contractor shall not perform any work during these dates. Prior to August 14, the Contractor shall have the site restored to a condition that provides safe access and is acceptable to the engineer.

The Contractor shall notify City Traffic Engineering, Troy Vant (395-1975) at least twenty four (24) hours in advance of SL 1184 base removal. City Traffic Engineering shall be present during the base removal for inspection.

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

All traffic control 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.

Pedestrian access must be maintained to all properties on State St. at all times. A minimum of a 5' sidewalk width shall be maintained at all times. Sidewalks shall be fully accessible during all weekends.

Two traffic lanes for vehicles, including buses, and bicycles shall be maintained on State St. at all times. The Contractor may maintain traffic by use of properly trained and equipped flaggers when necessary. Access to all bus stops and bus shelters must be maintained at all times. No work shall encroach into or impact traffic lanes on any of the cross streets of State Street at any time.

If sidewalk work is taking place immediately in front of a business entrance, the Contractor shall coordinate appropriate times for this work with the business, and, if necessary, temporary bridging shall be set up over the work area to maintain safe access to the business. Temporary bridging and coordination work shall be considered incidental.

No work shall take place during the student move out/in dates on August 14th and 15th. The site shall be restored such that it is suitable for movers.

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, 1 working day prior to placement of the plates.

The Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times.

The Contractor may remove parking within the project limits as indicated on the Traffic Control Plan. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

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 twenty-four (24) hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on **July 12, 2021**. All work under this contract shall be completed on or prior to **August 27, 2021**.

The Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

The Contractor shall limit workdays to 7:00 a.m. to 11:00 a.m. and 1:00 p.m. to 5:00 p.m. Monday – Thursday, 7:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4:00 p.m. Friday. No work shall be allowed on weekends or holidays unless approved by the Engineer.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages for failure to complete all work within the contract in the timeframe specified in Section 109.2 of these Special Provisions shall be \$960 per calendar day.

BID ITEM 20323 – REMOVE CONCRETE SIDEWALK & DRIVE

This item shall be used to pay for removal of concrete for full depth concrete slab replacement. This includes both standard concrete and C1 Concrete. Concrete removal for joint repairs and partial depth repairs shall be considered incidental to those items.

SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS

The existing street lighting bases, poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, will be billed to the general contractor.

Streetlight circuits are to be maintained throughout the construction project. Coordinate with City of Madison Electrical Section Troy Vant (267-1969), prior to removing any existing light pole base or conduits which have lighting circuits passing through.

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

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

ITEM		Quantity
1" x 40" set of 4	Anchor Bolts for LB-3 Bases	1

BID ITEM 90000 – C1 CONCRETE SIDEWALK, 7-INCH

DESCRIPTION

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

MATERIALS

The concrete mix design shall be as follows per cubic yard:

Cement: 575 lbs
 Fine Aggregate: 950 lbs
 Upper Canadian Black Granite (1/2 x 1/4) or Starlite Black Granite (9/16 x 3/16): 752.5 lbs
 Colonial Red Granite (9/16 x 3/16): 1397.5 lbs

Sieve Analysis

Upper Canadian Black Granite

Sieve Size	% Passing
9/16"	100%
0.53"	98.5%
7/16"	84.7%
5/8"	65.8%
1/4"	14.2%
#4	1.0%

Starlite Black Granite

Sieve Size	% Passing
9/16"	98%
3/8"	66%
3/16"	12%
#8	0%

Colonial Red Granite

Sieve Size	% Passing
9/16"	98.0%
3/8"	67.0%
#4	13.0%
#8	3.0%
#16	<1.0%

Expansion joint filler shall be closed cell foam type conforming to ASTM D 1752. ASTM D 5249, Type 41 2, ASTM D 7174. The joint sealer shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

CONSTRUCTION

Placing and Finishing Concrete. Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary 1/4-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

C1 Concrete Sidewalk 7-Inch shall be doweled into all existing and new concrete with #6 epoxy coated tie bars. All tie bars shall be in accordance with Standard Detail 3.10 and 3.11 of the City of Madison Standard Specifications

All C1 Concrete Sidewalk 7-Inch shall include 2 inches crushed stone base foundation incidental if needed.

Contractor shall follow concrete waste management specifications.

Interface between C1 Concrete Sidewalk 7-Inch and 7" Concrete Sidewalk & Drive shall have foam expansion joint and caulk seal, which are incidental to this item.

METHOD OF MEASUREMENT

C1 Concrete Sidewalk, 7-Inch shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

C1 Concrete Sidewalk, 7-Inch, measured as stated above, is full compensation for providing all materials, including concrete, bar steel reinforcement HS, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for work required and performed in construction concrete sidewalks as specified in the contract.

BID ITEM 90001 – C1 CONCRETE JOINT REPAIR, FULL DEPTH

DESCRIPTION

This Bid Item includes all labor, equipment, materials, and incidentals necessary to complete C1 Concrete Joint Repair, Full Depth, which shall include saw cutting and removal of the existing, failed concrete joint and replacing it with new C1 Concrete, 7-Inch at the locations indicated on the plans or as directed by the engineer. This item shall include both longitudinal joint repairs and transverse.

MATERIALS

All materials used to replace the failed joint shall be C1 Concrete 7 Inch and shall conform to the "Materials" section of the special provision for bid item 90000 – C1 Concrete Sidewalk, 7-Inch.

The bond breaker used shall be single layer of polyethylene.

CONSTRUCTION

The Contractor shall make a full depth (assumed 7 inches) saw cut 6 inches from the existing control or expansion joint. The Contractor shall not make any saw cuts beyond 6 inches from the existing joint without prior approval from the engineer. All material between the saw cut and the existing joint shall be removed down to the existing base. The Contractor shall use acceptable means to remove the material without further damaging the adjacent concrete. Concrete removal work shall conform to Part 2 of the Standard Specifications.

Once the existing failed joint material is removed, the contractor shall clean and prepare the area for new C1 Concrete, 7-Inch to be installed in the opened area. All preparation work shall conform to Part 3 of the Standard Specifications.

While the removed joint is open and not filled with new C1 Concrete, the Contractor shall install safety measures to prevent any tripping or falling over the removed joint. This may include, but is not limited to, installing a cover that can withstand foot traffic, using cones and/or barrels to mark any tripping hazards and using caution tape to secure areas that should not be accessed by the public. Removed joints shall be filled with the final C1 Concrete within 1 day of being excavated or the Contractor shall cover the excavated area with appropriate measures so that it can be re-opened to pedestrian traffic and for use by businesses until the concrete can be poured.

Placing and Finishing Concrete. Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. Before performing the final

surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary 1/4-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

All C1 Concrete Joint Repairs shall include 2 inches crushed stone base foundation incidental if needed.

Contractor shall follow concrete waste management specifications of the City Standard Specifications.

METHOD OF MEASUREMENT

C1 Concrete Joint Repair, Full Depth shall be measured by the Linear Foot acceptably completed. If both sides of an existing expansion or control joint need to be repaired, the length of the joint repair shall be paid at 2 times the length if the joint repair is completed to 12" wide.

BASIS OF PAYMENT

C1 Concrete Longitudinal Joint Repair, Full Depth measured as stated above, is full compensation for all work, equipment and incidentals necessary to saw cut and remove the concrete from the failed joint and for providing and installing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 90002 – REMOVE ASPHALT JOINT PATCH

DESCRIPTION

This Bid Item includes all labor, tools, equipment, hauling, and incidentals necessary to Remove Asphalt Joint Patch at the locations indicated on the plans or as directed by the Engineer. All work under this item shall be in accordance with Part II of the Standard Specifications. Asphalt has been used to temporarily repair some sidewalk joints. Asphalt that has been placed in failing joint areas, and is less than 2-inches wide, is to be removed as these joints will be caulked (paid separately).

The Contractor shall use necessary means to remove the asphalt patch without damaging the adjacent sidewalk; if the contractor damages the adjacent sidewalk, it shall be repaired at the Contractor's expense. Significant damage may require a full-depth joint repair.

Once the asphalt patch is removed, the Contractor shall notify the Engineer so that the joint may be inspected to determine if only caulking the joint is necessary or if a full-depth joint repair is necessary. If a full-depth joint repair is necessary, it shall be paid under Bid Item 90001, and the Contractor will also be paid for the asphalt removal. In locations initially called out to be full-depth joint repairs, any asphalt removal shall be considered incidental to the joint repair.

This contract includes 100 linear feet of undistributed Remove Asphalt Joint Patch to be performed at the discretion of the Engineer.

METHOD OF MEASUREMENT

Remove Asphalt Joint Patch shall be measured by the Linear Foot acceptably completed.

BASIS OF PAYMENT

Remove Asphalt Joint Patch shall be measured as stated above which is full compensation at the contract unit price for all work, tools, equipment, hauling and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90003 – SIDEWALK JOINT CAULKING

DESCRIPTION

This Bid Item includes all labor, materials, tools and incidentals necessary to perform Sidewalk Joint Caulking at the locations indicated on the plans or as directed by the Engineer. The expansion joints on either side of the concrete terrace are to be caulked for the entire length of the project. There is one joint between the C1 concrete terrace and the standard concrete band behind the curb and one joint between the mainline sidewalk and the terrace through the full the length of the project that are to be caulked. Additional joints to be caulked are indicated on the plans, and the Engineer may request additional joints be caulked. The width of the joint being caulked may be as wide as 2 Inches.

MATERIALS

The caulking material shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

CONSTRUCTION

The Contractor shall remove all loose material and properly clean out the joints to be caulked. Cleaning of the joint may be done by use of compressed air or by pressure washing if necessary. The surface shall be clean and dry prior to application of caulk.

The Contractor shall place the caulk in the manner and rate as recommended by the manufacturer. The joint is to be filled until even with adjacent surface, and the Contractor shall strike off caulking as necessary to maintain an even surface. It is recommended that the Contractor complete caulking work in the morning hours, before 11AM, as the majority of the sidewalk cafés are set up for lunch service. The Contractor shall coordinate work with adjacent businesses as the cafés may not be closed to perform caulking work.

METHOD OF MEASUREMENT

Sidewalk Joint Caulking shall be measured by the Linear Foot acceptably completed.

BASIS OF PAYMENT

Sidewalk Joint Caulking shall measured as stated above which is full compensation at the contract unit price for all work, tools, equipment, hauling and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90004 – C1 CONCRETE REPAIR, PARTIAL DEPTH

DESCRIPTION

This bid item includes, all work, materials, equipment and incidentals necessary to complete C1 Concrete Repair, Partial Depth at the locations indicated on the plans or as directed by the Engineer.

MATERIALS

Patching material shall be one of the following, or an approved equal: Sika Repair 222 or 223 by Sika Corporation, Five Star Structural Concrete or Five Star Structural Concrete V/O by Five Star Products. Bonding agents shall be provided as recommended by the patching material manufacturer. Aggregate is to be set into the surface of the partial depth repairs, which shall be a mix of Upper Canadian Black Granite or Starlite Black Granite and Colonial Red Granite as set forth in the "Materials" section of the Bid Item 90000.

CONSTRUCTION METHODS

The primary intent of the partial depth repair is to patch the sidewalk in areas with either underground building vaults or areas within the structure concrete slabs that create the terrace tree vaults along State St. The Contractor, along with the Engineer, shall determine the limits of the partial depth sidewalk repairs.

At repair locations, unsound concrete shall be removed and a surface profile with a minimum amplitude of ¼-inch achieved. The top of steel reinforcement is estimated to be at 2 inches below the surface, the maximum depth of removal shall be 1.5 inches unless the concrete has already failed to a depth below 1.5 Inches. All loose material shall be removed from the repair area and the surface shall be cleaned and prepared as required by the manufacturer of the patching material.

Follow manufacturer's recommendations regarding surface preparation, mixing, minimum depth of concrete removal and minimum application thickness of product, temperature and weather limitations, surface wetting, application a bond coat or bonding agent prior to patching, product application, surface finish, curing, and other requirements.

Once the patching material has been applied and prior to curing of the patch material, the Contractor shall set a blend of the aggregates into the surface of the patch. Appropriate pressure shall be applied to set the aggregate deep enough into the surface patch to provide an even surface with the adjacent concrete. If necessary, the Contractor shall grind the top surface of the aggregates to provide that even surface.

Control joints are to be maintained through the patched area as necessary. The Contractor shall maintain the control joint by tooling or by saw cutting the patched area.

METHOD OF MEASUREMENT

C1 Concrete Repair, Partial Depth will be measured for payment by the square foot of patching area completed in place and accepted.

BASIS OF PAYMENT

C1 Concrete Repair, Partial Depth will be paid by the square foot price bid. Payment is full compensation for furnishing materials, removal of unsound concrete, surface preparation and placement of repair material; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

BID ITEM 90005 – PRECAST CONCRETE PAVERS

DESCRIPTION

This work shall include construction of Precast Concrete Pavers at the locations indicated on the plans or as directed by the Engineer, and in accordance with the manufacturer's recommendations. Precast Concrete Pavers shall be constructed of Hollandstone, 4" x 8" rectangular precast unit pavers by Unilock, or approved equal. The pavers color shall be "Sierra" blend to match existing paver blend along the elevated N Park Street terrace that is fronting the Science Hall building. Select product and color is subject to the Engineer's approval. The Contractor shall submit selected product information to the Engineer prior the preconstruction meeting.

Precast Concrete Pavers shall be constructed in accordance with the detail drawing shown on the plans and the manufacturer's specifications. The 2 inch Mason Sand shall be considered incidental to this bid item. The 6 inch Crushed Aggregate Base Course and Geotextile Fabric, Type SAS shall be paid under bid item numbers 40102 and 20140 respectively.

The installation pattern shall be 90-degree Herringbone, to match existing paver installation along elevated N Park Street terrace due east of Science Hall.

METHOD OF MEASUREMENT

Precast Concrete Pavers shall be measured by the square foot, installed and accepted.

BASIS OF PAYMENT

Payment for Precast Concrete Pavers shall be full compensation for providing all needed materials, including but not limited to concrete pavers and Mason Sand, for excavating and preparing foundation, compacting subgrade, and disposing of surplus material; and for all labor, tools, equipment and incidentals required to complete the work.

SECTION E: BIDDERS ACKNOWLEDGEMENT

STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK
AND TERRACE ASSESSMENT DISTRICT 2021
CONTRACT NO. 8584

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

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

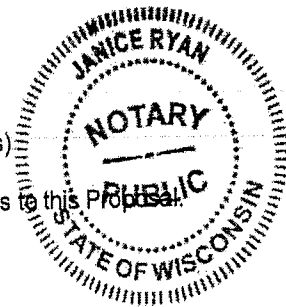
Dustin Bitt
SIGNATURE

Project Manager
TITLE, IF ANY

Sworn and subscribed to before me this
27th day of May, 2021

Janice Ryan
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 10-21-21
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8584 – 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

**STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK
AND TERRACE ASSESSMENT DISTRICT 2021
CONTRACT NO. 8584**

Small Business Enterprise Compliance Report

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

Cover Sheet


Prime Bidder Information

Company: Speedway Sand & Gravel Inc.
Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562
Telephone Number: 608-836-2980 Fax Number: 608-836-7485
Contact Person/Title: Janice Ryan

Prime Bidder Certification

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

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


Witness' Signature


Bidder's Signature

May 27, 2021
Date

**STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK
AND TERRACE ASSESSMENT DISTRICT 2021
CONTRACT NO. 8584**

**Small Business Enterprise Compliance Report
Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	2	% of Total Bid Amount
			%
Madison Commercial Landscapers	Precast Pavers	10%	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:		<u>10</u>	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal Contractors who are suppliers:		_____ % x 0.6 = _____	% (discounted to 60%)
Total Percentage of SBE Utilization:		<u>10</u>	%

**STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK AND TERRACE ASSESSMENT
DISTRICT - 2021**

CONTRACT NO. 8584

DATE: 5/27/2021

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$2,500.00	\$2,500.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$42,731.89	\$42,731.89
20140 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - S.Y.	300.00	\$4.00	\$1,200.00
20323 - REMOVE CONCRETE SIDEWALK AND DRIVE - S.F.	4371.00	\$0.25	\$1,092.75
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	760.00	\$8.95	\$6,802.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	264.00	\$12.80	\$3,379.20
30340 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	16.00	\$49.00	\$784.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	107.00	\$39.70	\$4,247.90
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	20.00	\$7.50	\$150.00
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN- DUCT - L.F.	10.00	\$58.00	\$580.00
60261 - ELECTRICAL TRENCH - L.F.	10.00	\$13.00	\$130.00
60403 - CONSTRUCT LB-3 BASE - EACH	1.00	\$1,125.00	\$1,125.00
60409 - CONSTRUCTION OFFSET BASE - EACH	1.00	\$2,155.00	\$2,155.00
60421 - REMOVE STREET LIGHT BASE - EACH	1.00	\$995.00	\$995.00
90000 - C1 CONCRETE SIDEWALK, 7-INCH - S.F.	740.00	\$49.15	\$36,371.00
90001 - C1 CONCRETE JOINT REPAIR, FULL DEPTH - L.F.	3786.00	\$53.90	\$204,065.40
90002 - REMOVE ASPHALT JOINT PATCH (UNDISTRIBUTED) - L.F.	100.00	\$39.75	\$3,975.00
90003 - SIDEWALK JOINT CAULKING - L.F.	6551.00	\$4.90	\$32,099.90
90004 - C1 CONCRETE REPAIR, PARTIAL DEPTH - S.F.	30.00	\$89.75	\$2,692.50
90005 - PRECAST CONCRETE PAVERS - S.F.	2640.00	\$20.00	\$52,800.00
20 Items	Totals		\$399,876.54



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: *James 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 16th day of June in the year Two Thousand and Twenty-One between SPEEDWAY SAND & GRAVEL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JUNE 15, 2021, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK AND TERRACE ASSESSMENT DISTRICT 2021 CONTRACT NO. 8584

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of THREE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SEVENTY-SIX AND 54/100 (\$399,876.54) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:


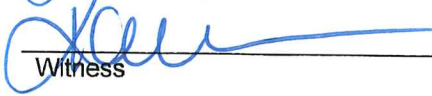
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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


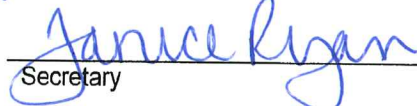
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**STATE STREET SIDEWALK REPAIRS AND NORTH PARK STREET SIDEWALK
AND TERRACE ASSESSMENT DISTRICT 2021
CONTRACT NO. 8584**

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.

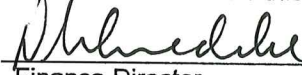
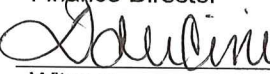

Countersigned:

	06/16/21
Witness	Date
	06/16/21
Witness	Date

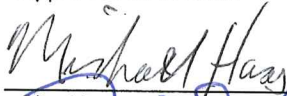

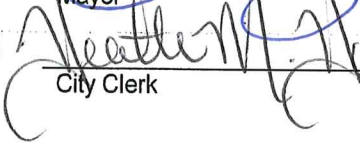
SPEEDWAY SAND & GRAVEL, INC.	
Company Name	
	06/16/21
President	Date
	06/16/21
Secretary	Date

CITY OF MADISON, WISCONSIN

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

	06/29/2021
Finance Director	Date
	6/30/21
Witness	Date
	6/24/21
Witness	Date

Approved as to form:

	6/29/2021
City Attorney	Date
	6/30/21
Mayor	Date
	6/24/21
City Clerk	Date

FOR

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 16th day of June, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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