

\$665,391.07

BID OF SPEEDWAY SAND & GRAVEL, INC.

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT  
DISTRICT - 2024

CONTRACT NO. 9561

MUNIS NO. 15332

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON SEPTEMBER 24, 2024

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT  
DISTRICT - 2024  
CONTRACT NO. 9561**

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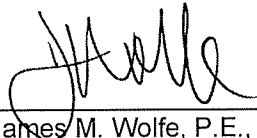
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This Proposal, and Agreement have  
been prepared by:

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



James M. Wolfe, P.E., City Engineer

JMW: kdf

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

### REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT DISTRICT - 2024
CONTRACT NO.:	9561
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	8/22/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	8/22/2024
BID SUBMISSION (2:00 P.M.)	8/29/2024
BID OPEN (2:30 P.M.)	8/29/2024
PUBLISHED IN WSJ	8/15 & 8/22/2024

**SBE PRE BID MEETING:** Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, [TLomax@cityofmadison.com](mailto:TLomax@cityofmadison.com).

**PREQUALIFICATION APPLICATION:** Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

**BIDS TO BE SUBMITTED:** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. 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 - 2024 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPANCIES

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

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

**Building Demolition**

- 101 ☐ Asbestos Removal  
120 ☐ House Mover

- 110 ☐ Building Demolition

**Street, Utility and Site Construction**

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

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

**Bridge Construction**

- 501 ☐ Bridge Construction and/or Repair

**Building Construction**

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

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

**State of Wisconsin Certifications**

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

## SECTION B: PROPOSAL

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

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

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

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

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

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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](https://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**

### **S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT DISTRICT - 2024 CONTRACT NO. 9561**

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 \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

The work under this contract shall include, but is not limited to, installation of sanitary sewer main, lateral reconnection, bore and jacking of casing pipe, and asphalt pavement patching.

The project limits for the work are on S. Paterson St., from E. Washington Ave. to Williamson St.

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

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

It is also expected that certain items of work, especially the asphalt paving, will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

The Contractor shall use care around existing trees, plantings, walls, steps, public art, signs, utilities and any other structures or amenities that are indicated on the plans to remain. The Contractor shall protect all items that are to remain and shall immediately clean off any residue from adjacent construction activities.

No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal. Several trees are noted on plans to follow the "No Root Cutting" procedures as identified in the standard specifications.

#### **Coordination with Utilities**

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

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

**Coordination with Development at 306 S. Paterson St**

The property at 306 S. Paterson St is immediately adjacent to these project limits and is an ongoing development project currently and will still be under construction during the project. Coordination of access to the site for deliveries shall be necessary and shall be undertaken by the Contractor to not disturb operations at the 306 S. Paterson St development.

**Coordination with Development at 10 S. Paterson St**

The property at 10 S. Paterson St is immediately adjacent to the north project limits and is an ongoing development project currently and will still be under construction. The contractor, CD Smith, has most of their deliveries from S. Paterson St. They have a street occupancy permit with the City and currently have S. Paterson St. closed to through traffic from E. Washington Ave. to E. Main St. Contractor shall coordinate with CD Smith in order for both projects to proceed in that area.

The main contact for CD Smith is as follows:

Nate Peterson – Senior Superintendent  
(414) 810-9980  
npeterson@cdsmith.com

**SECTION 107.6      DUST PROOFING**

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

**SECTION 107.7      MAINTENANCE OF TRAFFIC**

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

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Ali Heinritz, [ahleinritz@cityofmadison.com](mailto:ahleinritz@cityofmadison.com) five working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

**S. Paterson St may be closed to through traffic at the project limits for the duration of the project.**

Construction equipment and materials are not to be stored within the 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.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal

with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

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

Traffic Control shall be measured as a lump sum. Payment for the Traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining the work zone. Maintaining shall include replacing damaged or stolen traffic control devices.

### **Bike Path Traffic**

Contractor shall maintain pedestrian and bike path traffic along Capital City Trail at all times throughout the project. No bike path closures will be allowed. If necessary, the Contractor may construct a temporary path cross, consisting of temporary asphalt or concrete surface, with temporary ramps, as needed, in order to maintain this traffic. Use of any temporary surfaces are included with this item.

### **Project Phasing- Traffic:**

The contractor may close areas receiving active work to traffic but shall phase work to maintain traffic on street section not under construction, using the following phases:

- Phase 1--East Washington Avenue to East Main Street
  - Contractor shall phase work on this block and coordinate with CD Smith to maintain construction deliveries from at least one end of the block to the "Bakers Place" building construction site.
- Phase 2--East Main Street intersection
  - The intersection may be fully closed with proper notification to surrounding properties.
- Phase 3--East Main Street to south limits
  - Contractor shall coordinate with Madison Water Utility to maintain access to their driveways from at least one end of the block at all times.
  - Maintain access to driveways at all times and stagger work if necessary, as well as keep one side of the sidewalk open at all times.
  - Contractor shall maintain bike and pedestrian traffic along the Capital City Trail at all times.

Contact Ali Heinritz, [ahleinritz@cityofmadison.com](mailto:ahleinritz@cityofmadison.com) City of Madison Traffic Engineering, at 608-267-1102 or for questions on this spec.

### **BID ITEM 10790 - RAILROAD INSURANCE**

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

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

### **SECTION 108.2 PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Sanitary Sewer Submittal.

A WI DOT dt2036 railroad permit is not required for this permit but the Contractor shall follow all railroad guidelines for work in a railroad right of way and flagging requirements of the railroads.

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

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

## **SECTION 109.2      PROSECUTION OF THE WORK**

The Contractor may begin work on or after **OCTOBER 16, 2024.** The completion date shall be **MAY 1, 2025.**

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 7:00 p.m. Monday – Saturday unless approved by the Engineer in writing. No work shall be allowed on holidays unless approved by the Engineer.

If work is split between fall 2024 and spring 2025, any work completed in fall 2024 shall be restored to a paved surface suitable for safe travel and maintenance over the winter. Permanent trench patches that are placed consistent with the standard specifications will be paid under the appropriate bid items. Any temporary trench patches will be considered incidental to the work being performed and will not be paid.

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

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

## **SANITARY SEWER GENERAL**

This project shall include installing approximately 1,057 feet of new 15" PVC SDR-35 sewer main, and 115 feet of new bore and jack 30" casing pipe.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material.

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction latest edition. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing

conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

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

#### **BID ITEM 50390 – SEWER ELECTRONIC MARKERS**

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

#### **BID ITEM 60894 – SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN**

##### **DESCRIPTION**

This work consists of furnishing and installing a durable, high skid and slip resistant preformed thermoplastic bike lane green pavement marking material for use on asphalt or Portland cement concrete pavement surfaces.

##### **MATERIALS**

###### General

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO



designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

#### Pigment Color

The bike lane green color shall be manufactured with appropriate pigment to ensure that the resulting colors comply with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

#### Heating Indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

#### Skid Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

#### Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

#### Thickness

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

#### Environmental Resistance

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

### **CONSTRUCTION METHODS**

Install preformed thermoplastic pavement marking in accordance with manufactures specifications.

### **PERFORMANCE REQUIREMENTS**

Preformed thermoplastic pavement marking shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any pavement marking not installed to specification or to the satisfaction of the Engineer. Non-conforming preformed thermoplastic pavement marking shall be removed at no charge to the City and replaced with a conforming product.

### **METHOD OF MEASUREMENT**

Will be measured by the squared foot (SF) of preformed thermoplastic pavement marking installed and accepted.

### **BASIS OF PAYMENT**

Payment for this work, measured as provided above, will be made under at the contract unit price per each square foot (SF) of thermoplastic pavement marking, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

## **BID ITEM 90001 – EXCAVATION AND HAULING OF CONTAMINATED SOIL**

### **DESCRIPTION**

#### **General**

Solvent and heavy metals-contaminated soil may be encountered during excavation. This special provision describes excavating, loading, and hauling of contaminated soil to the Waste Management Deer Track Park Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. **Tipping fees shall be paid for by the City of Madison.**

Waste Management Deer Track Park Landfill  
N6756 Waldmann Lane  
Watertown, WI 53094  
(t) 608.837.9031

Work shall be performed in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

#### **Notice to the Contractor – Contaminated Soil Location(s)**

The potential zone of contaminated soil is shown on Plan Set Page U1 and extends from approximately 2 to 5 feet below ground surface. If other soil is encountered that exhibits contamination, based on unusual odor, presence of cinders, staining, etc., notify the Environmental Consultant or Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis  
City of Madison Engineering  
210 Martin Luther King, Jr. Blvd., Rm 115  
Madison, WI 53703  
608.695.1385  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

#### **Coordination**

Coordinate work under this contract with the City of Madison Environment Consult:

Brynn Bemis  
210 Martin Luther King Jr. Blvd., Rm 115  
Madison, WI 53703  
608.267.1986  
608.695.1385 (cell)  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

The role of the Environmental Consultant will be limited to:

1. Obtaining the necessary landfill profile prior to start of construction, and providing hauling manifests to the Contractor.
2. Assisting with determining the location and limits of contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
3. Coordinating response measures for unknown contamination encountered.
4. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

The environmental consultant will be responsible for obtaining the necessary landfill profile approval for potentially-contaminated soil. Do not transport materials offsite to a landfill for disposal without prior approval from the environmental consultant.

### **Health and Safety Requirements**

Add the following to standard spec 107.1:

During excavation activities, there is a potential of encountering material contaminated with hazardous materials or petroleum-related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

### **CONSTRUCTION**

Add the following to standard spec 205.3:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically evaluate soil excavated from contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant or Project Inspector will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

Directly load and haul soils designated by the environmental consultant to the WDNR approved landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If contaminated soil must be stored overnight on site, it shall be placed on a plastic sheet and covered in plastic, or some other impermeable material.

Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

### **MEASUREMENT AND PAYMENT**

The City will measure Excavation and Hauling of Contaminated Soil in tons of waste, documented by the weight tickets generated by the selected landfill. The landfill tipping fees will be paid for directly by the City of Madison.

## **BID ITEM 90002 – 30" BORE AND JACK CASING**

### **DESCRIPTION**

Work under this item shall include the installation and material cost to bore and jack a 30" casing to house a 15" sanitary sewer main. The sanitary sewer shall be installed by boring and jacking where included with this bid item is a suitable sized "casing pipe". The casing pipe must be sized by the contractor in order for the inner sanitary sewer pipe to properly fit within the casing pipe. All costs for furnishing and installing the steel casing pipe, casing spacers, access and receiving pits, and all work necessary to push the casing pipe shall be included.

Included in this item is the excavation and backfilling of the receiving pits. Disposal of the excess material shall be by the Contractor off site at a location to be determined by the Contractor. Backfilled material shall meet City of Madison Standard Specifications for Public Works Construction - Latest Edition. Necessary work and materials to adequately secure the pits with full cover or security fencing shall be incidental to this bid item. The 15" diameter sanitary sewer being installed with the casing will be paid under separate BID ITEM 50304.

The Contractor is informed that the casing pipe specified shall be at a minimum of 30" diameter or as large as deemed necessary by the contractor to successfully complete the work in accordance with the construction plans.

### **MATERIALS**

Bore and Jack shall include all materials necessary to install the 10" sanitary sewer pipe in accord with the requirements above. A casing pipe included with this item shall be in accord with the following:

- ASTM specification A139 Grade B or AWWA specification C200
- Outside diameter as specified by the Contractor
- Not coated or cathodically protected, no hydrostatic testing required
- 0.4375" minimum thickness (See chart on Sheet U-1 for casing thickness requirements)
- Specified minimum yield strength, SMYS, of at least 35,000 psi
- New and unused pipe
- Straight and round pipe
- Beveled ends for butt welding

The Contractor shall submit the following to the Engineer for approval prior to ordering of materials and the start of construction:

- Certificate of compliance for the steel casing pipe
- Materials for sand or pea gravel
- Materials for casing spacers and distances between spacers
- Materials and methods for bulkheading the casing ends

### **CONSTRUCTION METHODS**

Contractor will be allowed to use wood blocking and/or pipe spacers to suspend the pipe in casing pipe to obtain the proper design slope. Both will be considered acceptable installation methods. The design slope will be verified by a City surveyor and if the slope is back-pitched or not at an acceptable slope, the Construction Engineer will require the pipe be adjusted.

Blocking Method:

Prior to installing pipe in the casing, a set of **four** wood blocks shall be strapped to **both** ends of the pipe **five feet (5')** from **each end**. The blocks shall be set so that the pipe does not touch the casing. Pipe

joints shall be made outside of the casing. Sand or Pea gravel shall be washed or blown into the casing to the spring line of the pipe to provide bedding under the pipe.

#### Pipe Spacers Method:

Non-Centered stainless Steel spacers (PSI S8GN-2 [http://www.pipeline seal.com/pdf\\_lit/csem&bg.pdf](http://www.pipeline seal.com/pdf_lit/csem&bg.pdf) or approved equivalent) shall be installed in the casing pipe at varying to the new sewer main to set the sewer main to the desired slope. Spacers shall be installed in accordance with the manufacturer's specifications with maximum spacing of 8'.

The untrenched construction shall be performed by dry auger boring and jacking. Water jacking for excavation of the soil is not allowed. The use of water to facilitate removal of spoil is permitted. The untrenched construction shall extend beneath the railroad tracks to the limits shown on the plan set.

For the casing installation, the bore hole diameter shall be essentially the same as the outside diameter of the pipe. In soft, unstable soil, the auger shall be inside the casing, but no undersized, so as not to create a void between the casing and the soil. If voids should develop or if the bore hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, the voids shall be pressure grouted.

Connection of adjacent lengths of steel pipe shall be done by continuous, circumferential, field butt welding in accordance with AWWA C206. The connection shall result in a straight and true casing with a watertight seal.

The conduit pipe shall be installed on line and grade through the casing pipe. Install approved casing spacers at the approved distances. Fill the annular space between the casing and carrier pipe with the approved material (sand or pea gravel). Contractor shall record amount of approved material installed and submit to the Engineer to verify annular space has been filled completely.

Take care to ensure that developed thrust pressures do not disturb existing utilities in or around the bore pit area. Any damage to utilities- public or private will be the responsibility of the contractor to repair.

### **METHOD OF MEASUREMENT**

30" BORE AND JACK CASING shall be measured by the lineal foot for successful completion of the casing pipe as described above which shall include all materials, equipment, labor, and incidentals necessary to complete the work.

### **BASIS OF PAYMENT**

30" BORE AND JACK CASING shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.



#### Legend

✦ Denotes boring location

#### Notes

1. Soil borings performed by America's Drilling Co. in June 2024
2. Boring locations are approximate



Scale: Reduced

Job No.  
C24051-9

Date:  
7/2024

CGC, Inc.

**SOIL BORING LOCATION MAP**  
South Paterson St  
Madison, Wisconsin





# LOG OF TEST BORING

Project South Paterson Street  
225'SE of Washington, 3'SW of Centerline  
Location Madison, Wisconsin

Boring No. 1  
Surface Elevation (ft) 850±  
Job No. C24051-9  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		$q_u$ (qa) (tsf)	W	LL	PL	LOI
					5.5 in. Asphalt Pavement/7.5 in. Base Course					
1	6	M	34		FILL: Stiff Brown and Gray Clay Mixed with Sand, Silt and Gravel	(1.75)				
2	10	M	6							
				5	Mixed with Peat Near 5'					
3	14	M/W	2		Medium Stiff to Stiff, Gray Lean CLAY (CL)	(0.75)				
4	16	M/W	5			(1.0)				
				10						
5	16	M/W	13		Stiff, Gray Silty CLAY (CL-ML)	(1.75)				
6	10	M/W	34		Dense, Light Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
				15						
				20	End of Boring at 20 ft  Backfilled with Bentonite Chips and Asphalt Patch  Boring extended to 20' for groundwater recovery.					
				25						

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<input checked="" type="checkbox"/> NW	Upon Completion of Drilling		Start	6/21/24 End 6/21/24
Time After Drilling			15 Min.	Driller	ADC Chief KD Rig CME-55
Depth to Water			12'	Logger	LD Editor ESF
Depth to Cave in			13.5'	Drill Method	2.25" HSA; Autohammer
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					



## LOG OF TEST BORING

Project South Paterson Street  
110'SE of Main, 3'SW of Centerline  
Location Madison, Wisconsin

Boring No. 2  
Surface Elevation (ft) 850±  
Job No. C24051-9  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LOI
					5 in. Asphalt Pavement/5 in. Base Course					
1	6	M	23		FILL: Medium Dense Dark Brown Silty Sand with Gravel, Cobbles and Clay					
2	8	M	13		Having Trace Cinders Near 4'					
				5	Very Loose, Dark Brown Sedimentary PEAT (PT)					
3	14	M/W	1		Very Soft, Gray Silty CLAY (CL-ML)	(0.25)				
4	12	M/W	4			(0.25)				
				10	Soft to Medium Stiff, Gray Lean CLAY (CL)	(0.5)				
5	16	M/W	2							
					Loose, Gray SILT, Trace Clay (ML)	(1.25)				
6	14	M/W	7							
				15	End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					
				20						
				25						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling 18.5' Upon Completion of Drilling 15 Min.  
Time After Drilling \_\_\_\_\_  
Depth to Water \_\_\_\_\_  
Depth to Cave in \_\_\_\_\_

Start 6/21/24 End 6/21/24  
Driller ADC Chief KD Rig CME-55  
Logger LD Editor ESF  
Drill Method 2.25" HSA; Autohammer

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



[illegible]



# LOG OF TEST BORING

Project South Paterson Street  
240'NW of Williamson, 4'SW of Centerline  
Location Madison, Wisconsin

Boring No. 4  
Surface Elevation (ft) 851±  
Job No. C24051-9  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						7.5 in. Asphalt Pavement/10 in. Base Course					
1		8	M	14		FILL: Medium Dense to Loose Brown Sand with Gravel and Silt					
2		12	M	7							
3		6	W	8		More Gravel Beginning Near 6'					
4		6	W	8							
5		12	W	6		Loose, Gray SILT, Trace Clay and Fine Sand (ML)					
6		14	W	8							
						End of Boring at 15 ft					
						Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	<input checked="" type="checkbox"/>	6.0'	Upon Completion of Drilling		Start <u>6/21/24</u> End <u>6/21/24</u>
Time After Drilling				<u>15 Min.</u>	Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u>
Depth to Water				<u>5'</u>	Logger <u>LD</u> Editor <u>ESF</u>
Depth to Cave in				<u>5.5'</u>	Drill Method <u>2.25" HSA; Autohammer</u>

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



Department of Public Works  
**Engineering Division**  
James M. Wolfe, P.E., City Engineer  
City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

August 27, 2024

**Assistant City Engineer**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris Petykowski, P.E.  
**Deputy Division Manager**  
Kathleen M. Cryan  
**Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.  
**Principal Engineer 1**  
Mark D. Moder, P.E.  
Fadi El Musa Gonzalez, P.E.  
Andrew J. Zwieg, P.E.  
**Financial Manager**  
Steven B. Danner-Rivers

**NOTICE OF ADDENDUM  
ADDENDUM 1  
CONTRACT NO. 9561**

**S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSEMTN DISTRICT – 2024**

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

**PLANS:**

**REMOVE**

Remove sheets U2, U3, and M1-M3

**INSERT**

Insert sheets U2, U3, and M1-M3

Sheets U2, U3, and M1-M3 are being revised to move SAS #4 to make room for a future storm sewer pipe and a ULO was added to the propose sewer crossing and a fiber optic line to ensure no conflict between utilities. Pavement Marking plan updated to match quantities in the proposal.

Please see Bid Express for revised bid item quantities.

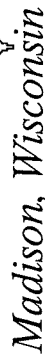
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:  
<http://www.bidexpress.com>

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

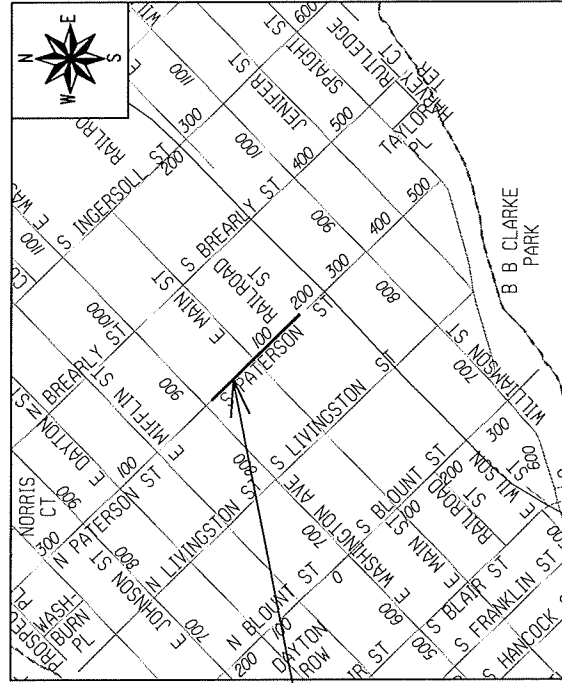
Sincerely,

James M. Wolfe, P.E., City Engineer



*S. PATERSON STREET SANITARY SEWER  
REPLACEMENT ASSESSMENT DISTRICT - 2024*

CITY PROJECT NO. 15332  
CONTRACT NO. 9561



PROJECT LOCATION

INDEX OF SHEETS	
SHEET NO. U1-U2	SEWER PLAN & PROFILES
SHEET NO. U3	SANITARY SEWER SCHEDULE
SHEET NO. M1-M3	PAVEMENT MARKING PLAN

PLOT SCALE: 1:1 XREF

— PLOT NAME: —

REV, DATE: 6/14/2024 3:27 PM

ORIGINATOR: CITY OF MADISON

FILE NAME: \\Q:\server\data\DESIGN\PROJECTS\1404\B\CAD\Drawings\140422EN-T1108\hond-dwo

DATE: 8/14/2024 3:27 PM

**PUBLIC IMPROVEMENT PROJECT  
APPROVED**

*AUGUST 6, 2024.*

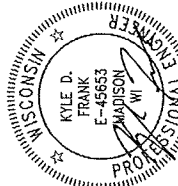
BY THE COMMON COUNCIL  
OF MADISON, WISCONSIN

**PUBLIC IMPROVEMENT DESIGN  
APPROVED BY:**

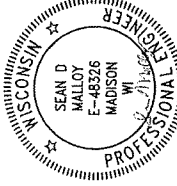
Aug 16, 2024

City Engineer

**SANITARY SEWER  
DESIGNED BY:**



Aug 16, 2024

PAVEMENT MARKING  
DESIGNED BY:

Aug 16, 2024

ADDENDUM #1 08/26/2024  
REVISED SHEETS: TITLE, U2, U3, M1-M3





SANITARY SEWER SCHEDULE

SANITARY SEWER SCHEDULE

S. PATERSON ST SANITARY SEWER

ASSESS DIST - 2024

SANITARY SEWER SCHEDULE

SHEET NO

U-3

\*ADDEN 8/26/24 KDF

CITY OF MADISON

PROPOSED SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
PATERSON STREET						
SAS #1	3+68.73	LT-0.82	850.75	840.72	10.03	[1], [2]
SAS #2	7+64.62	LT-0.62	851.44	841.71	9.73	[1], [2]
* SAS #3	9+08.22	RT-6.50	850.60	842.17	8.43	[1], [2]
* SAS #4	10+40.22	RT-6.50	851.47	842.74	8.73	[1], [2]

PROPOSED SANITARY PIPES

FROM (DNSTM)	TO (UPSTM)	DWNSTRM E.I.	UPSTRM E.I.	PLAN (PAY) LGTH (FT)	SLOPE (%)	PIPE SIZE	PVC TYPE	NOTES
PATERSON STREET								
EX SAS #5347-015	SAS #1	839.89	840.62	290	0.25%	15"	SDR-35	-
SAS #1	SAS #2	840.72	841.71	396	0.25%	15"	SDR-35	-
SAS #2	SAS #3	841.81	842.17	144	0.25%	15"	SDR-35	-
* SAS #3	SAS #4	842.27	842.74	132	0.36%	15"	SDR-35	-
* SAS #4	EX SAS #1	842.84	843.18	95	0.36%	15"	SDR-35	-

REMOVE SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
PATERSON STREET						
EX SAS #5347-006	3+68.73	LT-0.82	850.76	841.38	9.38	-
EX SAS #5347-009	6+88.69	LT-1.75	851.54	842.53	9.01	-
EX SAS #5347-010	8+27.85	RT-0.37	850.91	842.63	8.28	-
EX SAS #5347-011	10+71.55	LT-1.18	851.38	843.14	8.24	-

REMOVE AND ABANDON SANITARY PIPES

FROM DOWNSTREAM	TO UPSTREAM	REM LENGTH (Y/N)	PAID REM LENGTH	ABN LENGTH	PIPE SIZE	PIPE TYPE	NOTES
PATERSON STREET							
EX SAS #5347-015	EX SAS #5347-006	290	N	-	10"	PVC	-
EX SAS #5347-006	EX SAS #5347-009	320	N	-	10"	VCP	-
EX SAS #5347-009	EX SAS #5347-010	139	N	-	10"	PVC	-
EX SAS #5347-010	EX SAS #5347-011	-	Y	244	10"	PVC	ABAN W/ SLURRY
EX SAS #5347-011	EX SAS #1	64	Y	17	10"	PVC	-

ADJUST EXISTING SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOC	PROP TOC	ADJ (FT)	NOTES
PATERSON STREET						
EX SAS #5347-015	0+78.64	LT-0.42	849.67	849.67	0.00	-

SANITARY SEWER ULOS

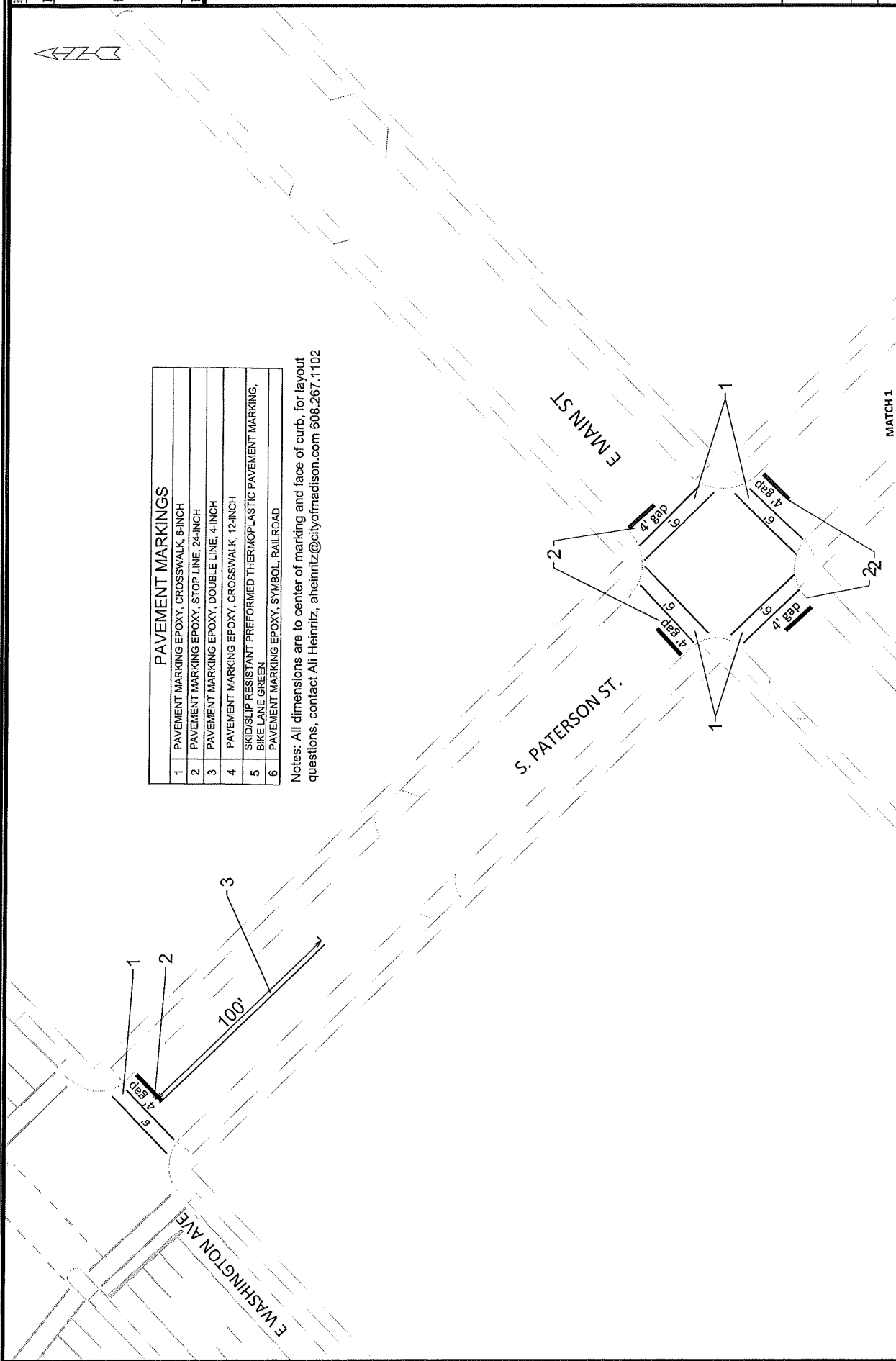
ULO NO.	STATION	LOCATION (OFFSET)	TYPE	TOP ELEV.	NOTES
PATERSON STREET					
ULO1	9+46.52	RT-6.50	ELECTRIC	-	-
ULO2	9+49.19	RT-6.50	GAS	-	-
ULO3	9+51.86	RT-6.50	FIBER OPTIC	-	-
ULO4	9+85.46	RT-6.50	FIBER OPTIC	-	-
ULO5	9+90.44	RT-6.50	FIBER OPTIC	-	-
ULO6	9+94.60	RT-6.50	FIBER OPTIC	-	-
ULO7	10+27.62	RT-6.50	MMSD FORCE MAIN	-	-
ULO8	10+54.82	RT-5.43	FIBER OPTIC	-	-

SPECIFIC NOTES

[1] INSTALL EXTERNAL SAS WRAP IN CONFORMANCE WITH SDD 5.7.2

[2] INSTALL RIGID INTERNAL CHIMNEY SEAL IN CONFORMANCE WITH SDD 5.7.17

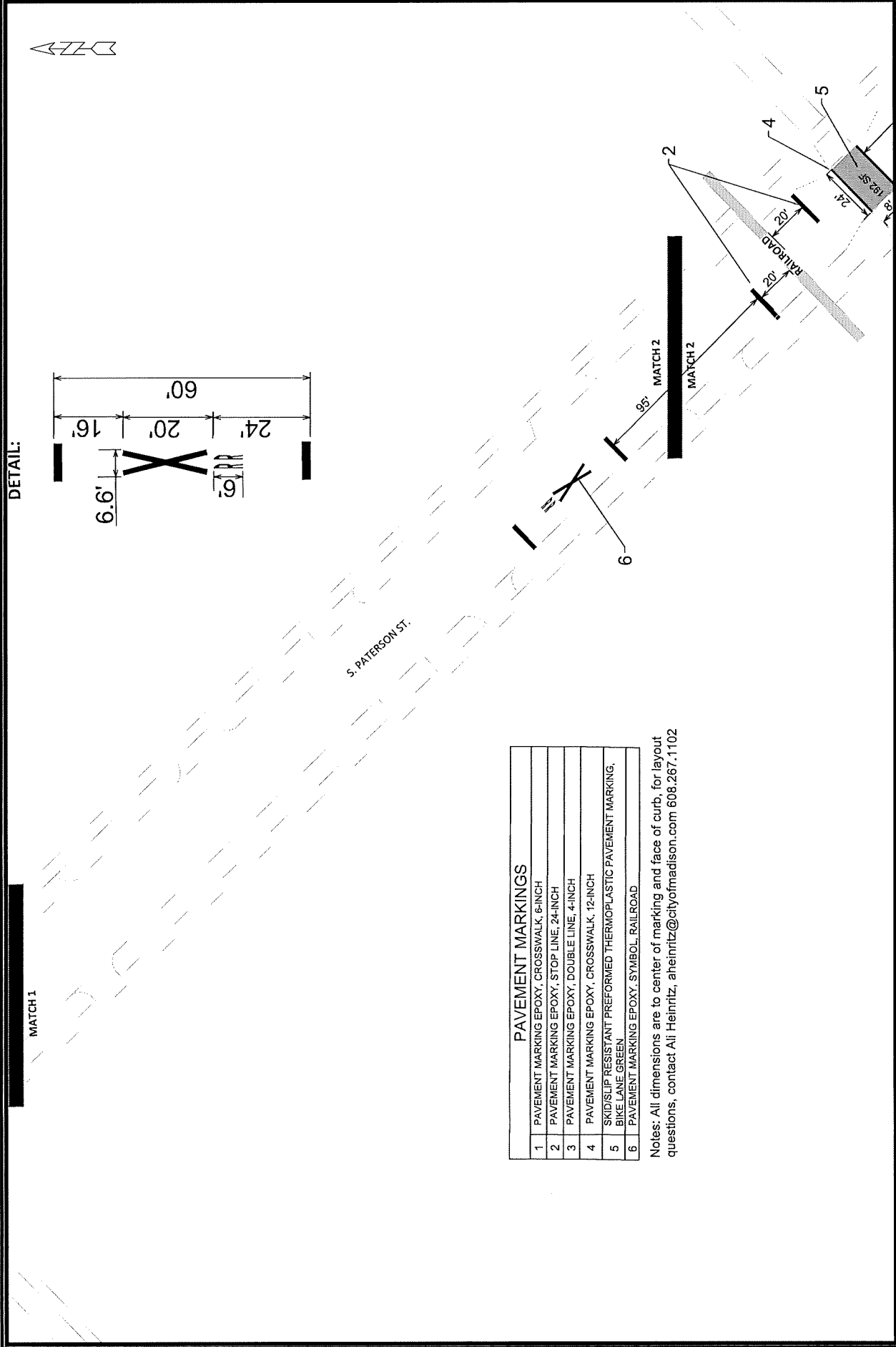
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###	###			
DATE	QTY			



PAVEMENT MARKINGS	
1	PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH
2	PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH
3	PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH
4	PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH
5	SKIDSLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN
6	PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD

Notes: All dimensions are to center of marking and face of curb, for layout questions, contact Ali Heinritz, aheinritz@cityofmadison.com 608.267.1102





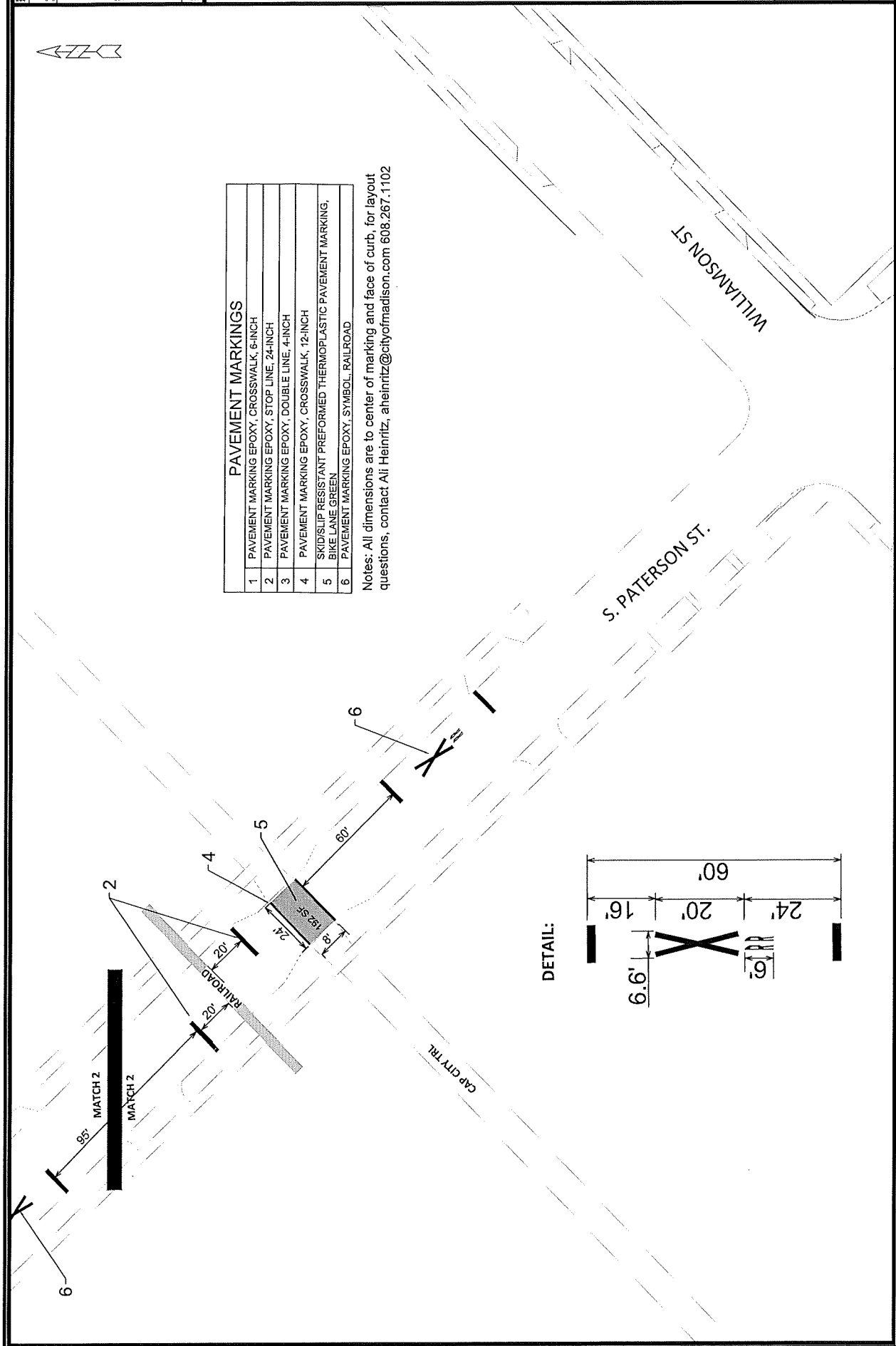
PAVEMENT MARKINGS	
1	PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH
2	PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH
3	PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH
4	PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH
5	SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN
6	PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD

Notes: All dimensions are to center of marking and face of curb, for layout questions, contact Ali Heinritz, aheinritz@cityofmadison.com 608.267.1102

## PAVEMENT MARKING PLAN

PAVEMENT MARKINGS	
1	PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH
2	PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH
3	PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH
4	PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH
5	SKIDSLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN
6	PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD

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SANITARY SEWER SCHEDULE

PROPOSED SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.L.	DEPTH	NOTES
PATERSON STREET						
SAS #1	3+68.73	LT-0.82	850.75	840.72	10.03	[1], [2]
SAS #2	7+64.62	LT-0.62	851.44	841.71	9.73	[1], [2]
SAS #3	9+08.22	RT-5.50	850.60	842.17	8.43	[1], [2]
SAS #4	10+43.22	RT-5.50	851.51	842.74	8.77	[1], [2]

REMOVE SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.L.	DEPTH	NOTES
PATERSON STREET						
EX SAS #5347-006	3+68.73	LT-0.82	850.76	841.38	9.38	-
EX SAS #5347-009	6+88.69	LT-1.75	851.54	842.53	9.01	-
EX SAS #5347-010	8+27.85	RT-0.37	850.91	842.63	8.28	-
EX SAS #5347-011	10+71.55	LT-1.18	851.38	843.14	8.24	-

ADJUST EXISTING SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOC	PROP TOC	ADJ (FT)	NOTES
PATERSON STREET						
EX SAS #5347-015	0+78.64	LT-0.42	849.67	849.67	0.00	-

SANITARY SEWER ULOS

ULO NO.	STATION	LOCATION (OFFSET)	TYPE	TOP ELEV.	NOTES
PATERSON STREET					
ULO1	9+46.52	RT-5.50	ELECTRIC	-	-
ULO2	9+49.19	RT-5.50	GAS	-	-
ULO3	9+51.86	RT-5.50	FIBER OPTIC	-	-
ULO4	9+65.46	RT-5.50	FIBER OPTIC	-	-
ULO5	9+60.44	RT-5.50	FIBER OPTIC	-	-
ULO6	9+64.00	RT-5.50	FIBER OPTIC	-	-
ULO7	10+27.62	RT-5.50	MMSD FORCE MAIN	-	-

SPECIFIC NOTES

- [1] INSTALL EXTERNAL SAS WRAP IN CONFORMANCE WITH SDD 5.7.2  
[2] INSTALL RIGID INTERNAL CHIMNEY SEAL IN CONFORMANCE WITH SDD 5.7.17

PROPOSED SANITARY PIPES

FROM (DNSTM)	TO (UPSTM)	DWNSTRM E.L.	UPSTRM E.L.	PLAN (PAY) LGTH (FT)	SLOPE (%)	PIPE SIZE	PIPE TYPE	NOTES
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EX SAS #5347-015	SAS #1	839.89	840.62	290	0.25%	15"	SDR-35	-
SAS #1	SAS #2	840.72	841.71	396	0.25%	15"	SDR-35	-
SAS #2	SAS #3	841.81	842.17	144	0.25%	15"	SDR-35	-
SAS #3	SAS #4	842.27	842.74	135	0.35%	15"	SDR-35	-
SAS #4	EX SAS #1	842.84	843.18	92	0.37%	15"	SDR-35	-

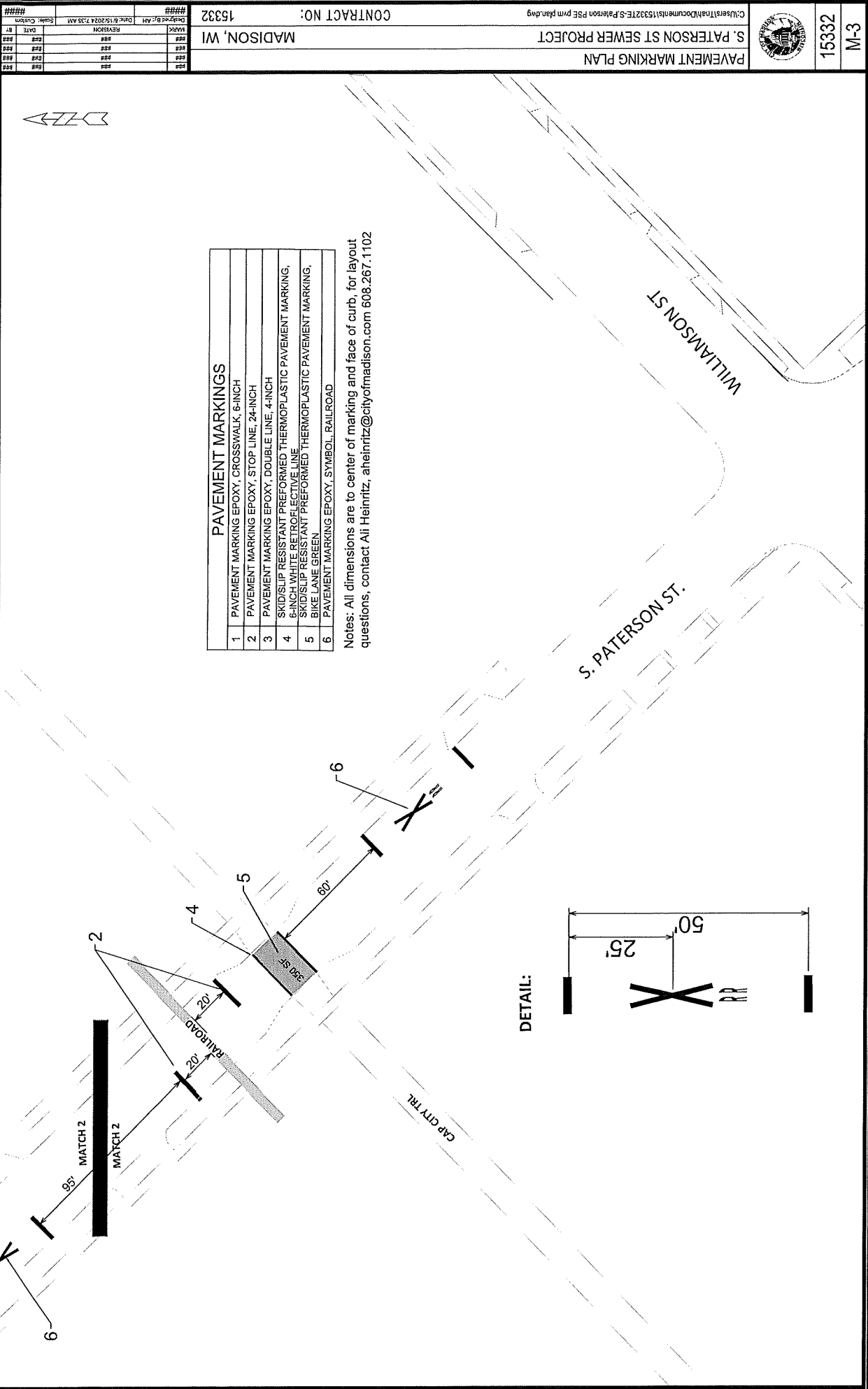
REMOVE AND ABANDON SANITARY PIPES

FROM DOWNSTREAM	TO UPSTREAM	REM LENGTH (Y/N)	PAID REM LENGTH (Y/N)	PAID REM LENGTH	ABN LENGTH	PIPE SIZE	PIPE TYPE	NOTES
PATERSON STREET								
EX SAS #5347-015	EX SAS #5347-006	N	-	290	-	10"	PVC	-
EX SAS #5347-006	EX SAS #5347-009	N	-	320	-	10"	VCP	-
EX SAS #5347-009	EX SAS #5347-010	N	-	139	-	10"	PVC	-
EX SAS #5347-010	EX SAS #5347-011	Y	-	-	244	10"	PVC	ABAN W/ SLURRY
EX SAS #5347-011	EX SAS #1	Y	17	64	-	10"	PVC	-





original



## SECTION E: BIDDERS ACKNOWLEDGEMENT

### S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT DISTRICT - 2024 CONTRACT NO. 9561

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 - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of 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.

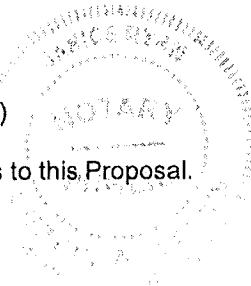
Dustin Bith  
SIGNATURE

V.P.  
TITLE, IF ANY

Sworn and subscribed to before me this  
29 day of August, 2024.

Janice Risan  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 10-22-25

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





**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 APPRENTICEABLE 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

**S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT  
DISTRICT - 2024  
CONTRACT NO. 9561**

**Small Business Enterprise Compliance Report**

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

**Cover Sheet**

Prime Bidder Information

Company: **SPEEDWAY SAND & GRAVEL, INC.**

Address: **8500 GREENWAY BLVD, SUITE 202, MIDDLETON WI 53562**

Telephone Number: **(608) 836-1071** Fax Number: **(608) 836-7485**

Contact Person/Title: **Dustin Bittner**

Prime Bidder Certification

I, **Dustin Bittner**, **V.P.** 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.

*Matt C Jensen*  
Witness' Signature

*Dustin Bittner*  
Bidder's Signature

**AUGUST 29, 2024**  
Date

**S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT  
DISTRICT - 2024  
CONTRACT NO. 9561**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Neil Schlough Trucking	Trucking	3 %
Greener Valley Landscaping	Landscaping	0.5 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		3.5 %

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:		3.5 %.

# **S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT DISTRICT - 2024**

CONTRACT NO. 9561

DATE: 8/29/24

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10704 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$10,150.00	\$10,150.00
10790 - RAILROAD INSURANCE - LUMP SUM	1.00	\$9,980.00	\$9,980.00
10914 - MOBILIZATION FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$64,905.00	\$64,905.00
21011 - CONSTRUCTION ENTRANCE - EACH	4.00	\$300.00	\$1,200.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$3,375.00	\$3,375.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	20.00	\$350.00	\$7,000.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	30.00	\$20.00	\$600.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	20.00	\$25.00	\$500.00
20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	4.00	\$900.00	\$3,600.00
20314 - REMOVE PIPE (SANITARY) - L.F.	17.00	\$56.00	\$952.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	5.00	\$390.00	\$1,950.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$400.00	\$400.00
40205 - HMA PAVEMENT 4 MT 58-28 S - TON	131.00	\$115.90	\$15,182.90
40218 - TACK COAT - GAL	63.00	\$3.00	\$189.00
40301 - FULL WIDTH GRINDING - S.Y.	1050.00	\$6.65	\$6,982.50
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$1,500.00	\$1,500.00
50202 - TYPE II DEWATERING - LUMP SUM	1.00	\$558.00	\$558.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	1057.00	\$0.01	\$10.57
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	915.00	\$77.00	\$70,455.00
50304 - 15 INCH PVC SANITARY SEWER PIPE (SDR 35) - L.F.	1057.00	\$243.30	\$257,168.10
50352 - 6" SANITARY SEWER LATERAL - L.F.	28.00	\$217.10	\$6,078.80
50356 - RECONNECT - EACH	8.00	\$2,405.00	\$19,240.00
50359 - COMPRESSION COUPLING - EACH	1.00	\$983.00	\$983.00
50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$7,450.00	\$7,450.00
50390 - SEWER ELECTRONIC MARKERS - EACH	10.00	\$56.00	\$560.00
50701 - 4' DIA SANITARY SAS - EACH	4.00	\$6,225.00	\$24,900.00
50771 - INTERNAL CHIMNEY SEAL - EACH	4.00	\$374.00	\$1,496.00
50791 - SANITARY SEWER TAP - EACH	3.00	\$1,116.00	\$3,348.00
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	4.00	\$657.00	\$2,628.00
50801 - UTILITY LINE OPENING (ULO) - EACH	8.00	\$805.00	\$6,440.00
50802 - CONCRETE SUPPORT - EACH	1.00	\$1,785.00	\$1,785.00
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	110.00	\$7.00	\$770.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	450.00	\$5.00	\$2,250.00
60814 - PAVEMENT MARKING EPOXY, COSSWALK, 12-INCH - L.F.	60.00	\$12.00	\$720.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	150.00	\$18.00	\$2,700.00
60835 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING - EACH	2.00	\$750.00	\$1,500.00
60894 - PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN - S.F.	200.00	\$30.00	\$6,000.00
90001 - EXCAVATE AND HAUL CONTAMINATED SOILS - TON	178.00	\$33.90	\$6,034.20
90002 - 30" BORE AND JACK CASING - L.F.	115.00	\$990.00	\$113,850.00
39 Items	Totals		\$665,391.07



Department of Public Works  
**Engineering Division**  
James M. Wolfe, P.E. City Engineer

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

**Deputy City Engineer**  
Bryan Cooper, AIA

Gregory T. Fries, P.E.  
Chris J. Petykowski, P.E.

**Deputy City Engineer**  
Kathleen M. Cryan

**Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.

**Principal Engineer 1**  
Mark D. Moder, P.E.  
Andrew J. Zwieg, P.E.

**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, 2024 through January 31, 2026.

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

Jan 2, 2024

DATE

By: Janice Ryan  
SIGNATURE AND TITLE

**SURETY**

Fidelity and Deposit Company of Maryland

COMPANY NAME

AFFIX SEAL

January 2, 2024

DATE

By: Michael Stiles  
SIGNATURE AND TITLE  
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 2024 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 2, 2024

DATE

Michael Stiles  
AGENT SIGNATURE

1818 Parmenter Street, Suite 240

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.



## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)
February 1, 2024 to January 31, 2026
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

1-2-2024  
DATE

**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 Nicole STILLINGS, Ross S. SQUIRES, Tina L. DOMASK of Middleton, Wisconsin, 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 20th day of September, A.D. 2023.



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

By: *Robert D. Murray*  
Vice President

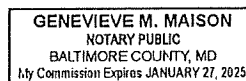
By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Genevieve M. Maison*



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## EXTRACT FROM BY-LAWS OF THE COMPANIES

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

### CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of January, 2024.



Thomas O. McClellan  
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  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of October in the year Two Thousand and Twenty-Four between **SPEEDWAY SAND & GRAVEL, INC.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **SEPTEMBER 24, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

### **S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT DISTRICT - 2024 CONTRACT NO. 9561**

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 **SIX HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED NINETY-ONE AND 07/100 (\$665,391.07)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.

**B. Affirmative Action.** 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

## Article VII

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

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

## Article VIII

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

## Article IX

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

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

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

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

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

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

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

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

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

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

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


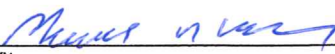
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.


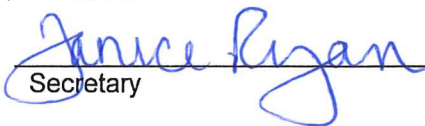
7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT  
DISTRICT - 2024  
CONTRACT NO. 9561**

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

Countersigned:

	09/25/2024
Witness	Date
	09/25/2024
Witness	Date

<u><b>SPEEDWAY SAND &amp; GRAVEL, INC.</b></u>	
Company Name	
	09/25/2024
V President	Date
	09/25/2024
Secretary	Date



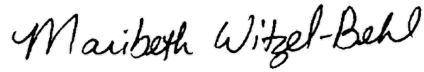
CITY OF MADISON



Satya Rhodes-Conway, Mayor

10/02/2024

Date



Maribeth Witzel-Behl, City Clerk

09/30/2024

Date

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



David P. Schmiedicke, Finance Director

10/2/2024

Date

Approved as to form:



Michael Haas, City Attorney

10/2/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00562, ID No. 85094, adopted by the Common Council of the City of Madison on Sept. 24, 2024.

Bond No. 9442221

## SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of SIX HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED NINETY-ONE AND 07/100 (\$665,391.07) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

### S. PATERSON STREET SANITARY SEWER REPLACEMENT ASSESSMENT DISTRICT - 2024 CONTRACT NO. 9561

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 25th day of September, 2024

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

Witness

Dustin Bittner  
V. President

Seal NA

Secretary

Fidelity and Deposit Company of Maryland

Surety

Seal

☒ Salary Employee

☐ Commission

By

Nicole Stillings  
Attorney-in-Fact

Nicole Stillings

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

September 25, 2024

Date

Agent Signature

Nicole Stillings  
Nicole Stillings

The foregoing Bond has been approved as to form:

10/2/2024

Date

*Michael Haas*

City Attorney

**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 Sandra ENGSTRUM, Rachel THOMAS, Emily WHITE, Michelle MORRISON, R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah DRAGT of Minneapolis, Minnesota, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of March, A.D. 2024.



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

By: Robert D. Murray  
Vice President

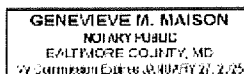
By: Dawn E. Brown  
Secretary

**State of Maryland  
County of Baltimore**

On this 22nd day of March, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## EXTRACT FROM BY-LAWS OF THE COMPANIES

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

### CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of September, 2024.



A handwritten signature in cursive script, reading "Thomas O. McClellan".

Thomas O. McClellan  
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:**

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