

Contract Routing Form

ROUTING: Urgent Rush

printed on: 05/22/2023

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

Project: W. Wilson Street and S. Broom Street District - 2021 and S. Henry Street Assessment District - 2023

Contract No.: 8300 File No.: 77309
Enactment No.: RES-23-00374 Enactment Date: 05/19/2023
Dollar Amount: 4,298,969.66

(Please DATE before routing)

Table with 3 columns: Signatures Required, Date Received, Date Signed. Rows include City Clerk, Director of Civil Rights, Risk Manager, Finance Director, City Attorney, and Mayor with handwritten dates and initials.

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

Original + 2 Copies

05/22/2023 11:15:51 enjls - Jim Wolfe 266-4099

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8300

W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021 AND S. HENRY STREET ASSESSMENT DISTRICT - 2023

SPEEDWAY SAND &amp; GRAVEL, INC.

\$4,298,969.66

Acct. No. 11986-402-170: 54410 (91350)	\$1,678,363.51
Contingency 8%±	<u>134,266.49</u>
Sub-Total	\$1,812,630.00
Acct. No. 11986-402-174: 54445 (91345)	\$1,013,990.70
Contingency 8%±	<u>81,119.30</u>
Sub-Total	\$1,095,110.00
Acct. No. 11986-84-174: 54445 (91345)	\$ 54,900.00
Contingency 8%±	<u>4,390.00</u>
Sub-Total	\$ 59,290.00
Acct. No. 11986-83-173: 54445 (91345)	\$ 583,113.83
Contingency 8%±	<u>46,646.17</u>
Sub-Total	\$ 629,760.00
Acct. No. 11986-86-179: 54445 (91360)	\$ 522,344.12
Contingency 8%±	<u>41,785.88</u>
Sub-Total	\$ 564,130.00
Acct. No. 11986-402-176: 54430 (96882)	\$ 164,608.25
Contingency 8%±	<u>13,171.75</u>
Sub-Total	\$ 177,780.00
Acct. No. 11986-402-177: 54435 (91232)	\$ 281,649.25
Contingency 8%±	<u>22,530.75</u>
Sub-Total	\$ 304,180.00
GRAND TOTAL	<u>\$4,642,880.00</u>



## Demographics

**Company Name:** Fidelity and Deposit Company of Maryland

**NAIC CoCode:** 39306

**State of Domicile:** Illinois

**Organization Type:** Stock

**Short Name:**

**Country of Domicile:** United States

**Date of Incorporation:** 03/18/1969

**SBS Company Number:** 54219634

**Domicile Type:** Foreign

**NAIC Group Number:** 212 - ZURICH INS GRP

**Merger Flag:** No

## Address

**Business Address**

1299 Zurich Way  
Schaumburg, IL 60196  
United States

**Mailing Address**

1299 Zurich Way  
Schaumburg, IL 60196  
United States

**Statutory Home Office Address**

1299 Zurich Way  
Schaumburg, IL 60196  
United States

**Main Administrative Office Address**

1299 Zurich Way  
Schaumburg, IL 60196  
United States

## Phone, Email, Website

**Phone**

Type	Number

**Email**

No results found.

**Website**

No results found.

## Company Type

Business Primary Phone (847) 605-6000

**Company Type:** Property and Casualty

Status: Active

Status Reason:

Status Date: 01/01/1993

**Company Type:** Property and Casualty

**Business Activities of Members:**

## Appointments

Show 10 entries

Showing **1** to **4** of **4** entries



dom

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
KELLY RADOMSKI	6510473	6510473	Intermediary (Agent) Individual	Property	01/21/2016	01/10/2023	03/15/2024
KELLY RADOMSKI	6510473	6510473	Intermediary (Agent) Individual	Casualty	01/21/2016	01/10/2023	03/15/2024



Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TINA DOMASK	17584644	17584644	Intermediary (Agent) Individual	Casualty	07/15/2019	01/10/2023	03/15/2024
TINA DOMASK	17584644	17584644	Intermediary (Agent) Individual	Property	07/15/2019	01/10/2023	03/15/2024

## Line Of Business

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

## Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 33 E MAIN ST STE 610 MADISON, WI United States County 53703

## Company Merger

No results found.

## Name Change History

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

\$4,298,969.66  
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021  
AND S. HENRY STREET ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8300

PROJECT NO. 11986

MUNIS NO. 11986

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MAY 16, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

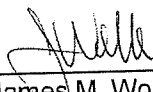
**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021  
AND S. HENRY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8300**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1  
SECTION B: PROPOSAL SECTION .....B-1  
SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1  
SECTION D: SPECIAL PROVISIONS ..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1  
SECTION F: BEST VALUE CONTRACTING ..... F-1  
SECTION G: BID BOND ..... G-1  
SECTION H: AGREEMENT ..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

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: jmw

## 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:	W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021 AND S. HENRY STREET ASSESSMENT DISTRICT - 2023
CONTRACT NO.:	8300
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/6/2023
BID SUBMISSION (2:00 P.M.)	4/13/2023
BID OPEN (2:30 P.M.)	4/13/2023
PUBLISHED IN WSJ	3/30 & 4/6/2023

**SBE PRE BID MEETING:** Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can 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 - 2023 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 DISCREPENCIES

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



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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1  Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.  
 2  Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.  
 3  Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".  
 4  Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)  
 5  Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: [www.dhs.wisconsin.gov/Asbestos/Cert](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 [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://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

### W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021 AND S. HENRY STREET ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8300

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, May 18, 2023**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, May 17, 2023**.

#### ARTICLE 104 SCOPE OF WORK

This project generally consists of replacement and installation of sanitary sewer pipes and structures, water main, and storm sewer pipes and structures, and replacement of street infrastructure including curb and gutter, pavement, sidewalk, driveway aprons, and installation of new bicycle facilities.

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

#### SECTION 104.6 DECREASED AND DELETED ITEMS

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

#### SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around all existing trees, planter walls, plantings, fences, walls, buildings, utilities, street lights, traffic signals, and any other items that are to remain. A number of properties have significant landscaping, trees or other improvements immediately adjacent to the project area. Any items not specifically called out for removal are to remain. Damage to these items during construction, including any concrete residue, shall be repaired, remedied, or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

On the westerly side of S. Broom St. between Wilson St. and John Nolen Dr., there is an existing retaining wall and railing between the curb and sidewalk. This wall is expected to remain, and any



damage to the wall, either above ground or to the below ground structure, shall be repaired by the Contractor at no additional cost to the City. The wall was constructed with a 36" wide opening in the footing for the existing base for the overhead signs that will be replaced with this project. The base removal and replacement shall be completed in manner that the wall footing is not damaged. Details of the wall can be provided upon request.

The contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc) adjusted as necessary. The contractor shall provide a minimum of 7 days notice to utilities prior to needing the structure adjustment. The Contractor shall also provide space for utility companies to work in order to resolve conflicts in the field.

In coordination with this project MG&E, Charter and AT&T will be performing work to upgrade their facilities within the project limits, including a conversion of all above-ground facilities to underground. This will primarily include installation of new conduct packages in a joint trench under the sidewalks on both sides of the 300 block of Wilson St., under the sidewalk on southerly side of the 400 block of Wilson St, and primarily under the sidewalk on the easterly side of Broom St., and along the curb and gutter on N. Henry St. Crossings of the streets will also be required in multiple locations. Additionally, MG&E will be replacing the gas mains within the project limits with a new main as part of the joint trench work, which will involve new gas mains on both sides of Wilson and Broom. They also plan to extend the gas main work up W. Wilson St., toward S. Carroll. The additional private utility work is planned to start in early May with a focus on Broom St., and it is expected that this work will need to be coordinated throughout the project.

Contacts for the utility coordination are as follows:

MG&E Gas – Roger Ahles, [rahles@mge.com](mailto:rahles@mge.com)

MG&E Electric – Mark Bohm, [mbohm@mge.com](mailto:mbohm@mge.com)

AT&T – Matt Vachalik, [mv5616@att.com](mailto:mv5616@att.com)

Charter Spectrum – Sean Potter, [sean.potter@charter.com](mailto:sean.potter@charter.com)

In order to help coordinate work efforts on this project, the Contractor will be expected to attend a weekly coordination meeting on the project site. At this meeting, the Contractor shall provide information on their schedule for the next 3 weeks and help coordinate work areas with the utility contractor(s). The day and time for this meeting will be determined at the preconstruction meeting.

There are also multiple redevelopment projects taking place adjacent to the work under this contract. This primarily includes work at 402 W. Wilson and 145 W. Wilson St. The Contractor shall coordinate work in order to maintain access to these projects. 402 W. Wilson St. will have an occupancy within the sidewalk and terrace areas adjacent to their project, and will also have street occupancy on the Wilson St. side of their project in order to receive deliveries. Additionally, the development contractor will have a crane placed either within the terrace on Wilson or on Broom, which may require that some curb and gutter work be gapped at the time of installation. When work needs to take place within the occupancy area, the Contractor shall provide a minimum of 10 days notice to the building contractor so that fencing and materials can be relocated as necessary. Close coordination with the building contractor will also be required to maintain traffic and pedestrian movements as required by the Maintenance of Traffic section. Contractor contact is Mike Long (847-275-8312), and they will be participating in the weekly coordination meetings.

The work at 145 W. Wilson St. is expected to be completed in July, which will include removing existing fencing, barriers, and other street occupancy equipment.

The Contractor shall also coordinate work closely with WSOR. This includes providing the required notification per the City's permit for the storm sewer crossing, and coordinating all work necessary to restore the crossing. Additionally, WSOR is planning to replace the northerly crossing surface of S. Broom St. in coordination with this project, and all asphalt paving work up to the new crossing surface is included with this contract. The Contractor shall coordinate work with WSOR, as necessary in order to restore traffic operations as required per the standard specifications.

The existing Traffic Engineering electrical and fiber optic must remain in service throughout the duration of the project. The electrical conduit crossings that are to be replaced must remain operational until temporary signals and/or lighting are installed and are operational.

City Traffic Engineering crews will be replacing traffic signal loop detection wires in the base course at the following intersections:

- Broom St & Wilson St
- Broom St & Doty St

Contact City Traffic Engineering (266-4767) a minimum of 24 hours and maximum of 48 hours prior.

City Traffic Engineering will be installing temporary traffic signals. City crews will need notification once temporary wood poles are installed to begin installation of temporary traffic signals. The installation of temporary traffic signals will take ten (10) working days. Any street closure or removal of existing bases shall begin once Contractor is notified by City Traffic Engineering crews that temporary traffic signals are operational. City Traffic engineering crews will be installing new traffic signal equipment in conjunction with this project. Notify City Traffic Engineering, Troy Vant (395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

#### **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**

Any additional sawcuts necessary to meet the requirements of the traffic control staging are included with this item.

##### **Allowable Traffic Lane Closures:**

- 200 Block of S. Broom Street (W. Doty Street to W. Wilson Street)
  - May be fully closed to traffic from Monday, June 5 thru Friday, August 11
  - One inbound (northbound) lane open at all times after Friday, August 11
  - Both directions of traffic open after Friday, September 15
  - Within the Doty intersection, maintain thru movements and northbound turning movements on to Broom St. at all times. This may be achieved by use of flag persons, and traffic shall remain on a paved surface (not gravel or cold patch) at all times.
- 300 Block of S. Broom Street (W. Wilson Street to John Nolen Drive)
  - Both inbound (northbound) lanes may be closed starting Monday, June 5.
  - Maintain a single outbound (southbound) lane at all times—except for the 4-5 day railroad closure (see paragraph below)
  - Open one inbound (northbound) thru lane after Friday, August 11
- S. Henry Street
  - Maintain the southbound direction of traffic on this block at all times
  - While the 300 block of W. Wilson Street is closed, maintain a traffic lane in both directions
  - If a lane of westbound traffic is open on the 300 block of W. Wilson Street, the northbound direction of traffic may be closed on S. Henry Street
- 100 Block of W. Wilson Street (S. Henry Street to S. Carroll Street)
  - Maintain one lane of westbound traffic at all times
- 300 Block of W. Wilson Street (S. Broom Street to S. Henry Street)

- May be fully closed to thru traffic for the duration of the project, starting Monday, June 5
- Maintain local traffic from at least one end of the block at all times
- 400 Block of W. Wilson Street (S. Bassett Street to S. Broom Street)
  - Maintain a single eastbound lane from Bassett Street to Broom Street at all times
  - Maintain right turns from W. Wilson Street to S. Broom Street at all times

**Work Restriction during Downtown Move-In Days (August 14-15):**

No work shall take place on Monday, August 14 and Tuesday, August 15 to accommodate the downtown apartment turnover days. During these two days, maintain a gravel traffic lane through all street blocks for local access to apartment buildings for moving trucks.

**On-street Parking Removal:**

The existing on-street parking may be restricted within the project limits. Posting of temporary "No Parking" signs is the responsibility of the Contractor. To obtain "No Parking" signs, call John Villarreal, City Parking Utility, 608-267-8756. The temporary signs need to be in place at least 48 hours in advance of the parking removal and verified by City Parking Enforcement in order for vehicles to be towed.

**Metro Transit Notification:**

Metro Transit has bus routes within the project limits. Notify Metro Transit at least seven days in advance of starting street work by emailing [metronotice@cityofmadison.com](mailto:metronotice@cityofmadison.com). This advanced notice allows Metro Transit to publicize the route changes and post bus stop signs. Maintain access to temporary bus stops at Broom & Doty (likely relocated to Broom & Main for construction of bus boarding island, and maintain access to the existing stop at Bassett & Doty.

**S. Broom Street full closure for railroad track replacement:**

Wisconsin & Southern Railroad will replace the northerly railroad track crossing across S. Broom Street which will require a full closure of S. Broom Street between W. Wilson Street and John Nolen Drive for approximately 6 calendar days. The current, planned schedule of the full closure is: Monday, July 24 thru Saturday, July 29. The backup schedule would be Monday, July 31 thru Saturday, August 5.

The traffic control outside the immediate railroad work zone will be the responsibility of the street reconstruction contractor. Set up traffic control and "John Nolen Drive" wayfinding signs as shown on the plan provided in the plan set.

**Portable, Changeable Message Signs (PCMS):**

The following PCMS's are required:

- Facing northbound traffic on John Nolen Drive, just north of E. Lakeside Street during the northbound S. Broom Street closure—60 days
- Facing southbound traffic on John Nolen Drive, just south of E. Wilson Street during the northbound S. Broom Street closure—60 days
- Facing NB Broom St for seven days prior to closure—7 days

- Facing EB Wilson for seven days prior to closure—7 days
- Facing WB Wilson for seven days prior to closure—7 days
- Facing SB Broom for seven days prior to railroad closure—7 days
- Facing SB Bassett during railroad closure—5 days

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

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

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

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

An electronic, flashing arrow board is required for any traffic lane closure which requires drivers to merge into the adjacent traffic lane.

Emergency vehicle access shall be maintained at all times.

Maintain a pedestrian walk route on at least one side of each street at all times. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36.

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

Access shall be maintained to all commercial driveways (5 or more parking stalls) at all times. Residential driveways may be closed per the standard specifications. Access to the City-County Building (commercial drive) must be maintained at all times as this driveway is used by police vehicles. Maintenance of access to commercial driveways is incidental to Maintenance of Traffic.

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

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

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

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

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

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

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

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

**BID ITEM 10790 - RAILROAD INSURANCE**

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company as well as the Union Pacific 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, has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit, has submitted a DNR Sanitary Sewer Submittal, and has submitted a WISDOT DT2036 Railroad permit.

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

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

The City has applied for a Permit to Construct, Operate, and Maintain Utility Facilities on Wisconsin Department of Transportation Railroad Property for the storm sewer crossing of the railroad. The Contractor shall follow all requirements of this permit including materials, compaction methods, coordination with WSOR for oversight, coordination with City of Madison consultant materials testing, and other requirements and conditions of the permit.

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

The Contractor shall begin work by **JUNE 5, 2023**. Work may only proceed after the contract is fully signed and the start work letter is received. All work under this contract shall be completed by **NOVEMBER 4, 2023**. This contract also includes an interim completion dates as noted below.

All work necessary to provide new sanitary sewer and water laterals to 402 W. Wilson St. shall be completed by **July 22, 2023**.

S. Broom St. shall be reopened to a lane of inbound (northbound) traffic by **August 11, 2023**, as described in Maintenance of Traffic. At a minimum, traffic shall be maintained on the lower layer of permanent pavement.

S. Broom St. shall be reopened to a lane of traffic in both directions by **September 15, 2023**, as described in Maintenance of Traffic.

If the Contractor fails to complete all work by the specified completion date, Liquidated Damages will be enforced in accordance with Section 109.9 of these Special Provisions, and the Contractor shall also install temporary pavement, at no additional cost to the City, sufficient to reopen all lanes of traffic and all sidewalks for safe use and efficient maintenance operations including snow removal, and any remaining work shall be completed in the spring, once weather allows.

## **SECTION 109.9**      **LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date for the entire contract shall be calculated per the standard specifications. If work cannot be completed prior to winter, liquidated damages will be counted up to November 18, 2023 or the last day of work in 2023, whichever is later, and will resume counting days on April 15, 2024.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by any of the interim completion dates noted under Prosecution of Work shall be \$600 per calendar

day for each day that work is not completed by any of the interim dates. In the event that the Contractor fails to meet multiple interim dates at the same time, the liquidated damages for each interim date missed will be summed until the necessary work is completed.

**BID ITEM 20323 – REMOVE CONCRETE SIDEWALK & DRIVE**

In addition to removal of concrete sidewalk and drive, this item includes removal of concrete steps or stoops, concrete islands, and concrete median noses. Pavers that are removed and not salvaged shall also be paid under this bid item.

**BID ITEM 20336 – PIPE PLUG**

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

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

**BID ITEM 30201 – TYPE 'A' CONCRETE CURB & GUTTER**

**BID ITEM 30205 – TYPE 'E' CONCRETE CURB & GUTTER**

**BID ITEM 30207 – TYPE 'H' CONCRETE CURB & GUTTER**

These bid items all include variable curb head heights and gutter slopes, as noted on the plans and details. Similar curb and gutter with different curb head heights will be paid under the appropriate bid items. For example, 4" Type H curb & gutter, which is otherwise standard curb except the curb head height is 4" instead of the standard 6", will be paid under the same item as standard Type H curb & gutter.

**BID ITEM 30203 – TYPE 'X' CONCRETE CURB & GUTTER**

Install Type 'X' Concrete Curb & Gutter at the locations indicated on the plans. This item includes both 30", standard Type 'X', and 24" Type 'X' curb and gutter (modified Type 'H'). Install Type 'X' curb and gutter per the standard details and appropriate construction details in the plans.

**BID ITEM 30313 – CONCRETE STEPS**

Install concrete steps where indicated on the plans to replace existing steps. Ensure that removal does not impact existing wood stairs, railings, etc. If only a portion of the step/stoop is replaced, tie the existing step into the new portion with #4 tie bars spaced at 24" O.C. Step shall be poured to a minimum thickness of 6" or match the existing step, whichever is greater.

**BID ITEM 40308 – RAMPING SAS (UNDISTRIBUTED)**

If a street is reopened to traffic prior to the surface layer of pavement being installed, this bid item shall be used to provide asphalt ramping around access structures. This item shall also be used when necessary to ramp the edge of gutter adjacent to curb ramps to provide ADA access through the project area when required. This item also includes removal of the ramping prior to surface paving.

**ARTICLE 500                      SEWER AND SEWER STRUCTURES GENERAL**

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

## **SANITARY SEWER GENERAL**

This project shall include installing approximately 969 feet of new 8" and 12" PVC SDR-35 sewer main and 1,054 feet of new sanitary lateral.

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.

## **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 1,812.5 feet of new storm sewer main of various sizes ranging from 12" to 54" equivalent circular diameter.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

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

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

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



### **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 50801 – UTILITY LINE OPENING (ULO)**

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

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

### **SECTION 601 ELECTRICAL GENERAL REQUIREMENTS**

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

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

The City of Madison Traffic Engineering Division will install temporary signals on contractor installed temporary support structures and new signal poles as necessary and install wire for new traffic signal operation. City crews will also install new permanent street light controller cabinet. The contractor shall install and maintain streetlighting and traffic signal support equipment to keep lighting and signals operating during construction as described in bid item 90030.

Streetlight circuits are to be maintained throughout the construction project. Existing streetlights are powered from a 120/240V circuit. Coordinate with City of Madison Electrical Section Troy Vant (267-1969), to ensure that lighting circuits have been rerouted prior to removing any existing light pole base or conduits which have lighting circuits passing through.

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

The City will install new streetlight poles as shown on the plan sheets and wiring.

### **SECTION 601.10 MATERIALS FURNISHED BY THE City Of Madison**

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

ITEM	Quantity
3/4" x 19" Anchor Bolts	11 sets of 4 for GR bases
3/4" x 19" Anchor Bolts	18 sets of 4 for LB-1 bases
1" x 40" Anchor Bolts	10 sets of 4 for LB-3R bases
1-1/4" x 48" Anchor Bolts	7 sets of 4 for LB-8R bases

**SECTION 602.3(d) ELECTRICAL CONDUCTORS**

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit and base construction items.

**SECTION 602.4(b) ELECTRICAL CONDUIT**

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation detail shown on the plan sheet. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the roadway, three feet from the edge of gutter, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

When a concrete cap is required and authorized by the City Traffic Engineering Inspector, each (1) cubic foot of concrete cap placed shall be paid for as 2.5 square feet of 5-inch sidewalk.

**SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

The water designer for this project is Tim Pearson. He may be contacted at (608) 206-3956 or tpearson@madisonwater.org.

The project consists of furnishing and installing primarily 8-inch and 12-inch ductile iron water main and fittings on S. Broom and W. Wilson Street within the project limits. The project also includes abandoning existing water main, water valve/access structures, a hydrant, and removal of existing water main. Once the new water systems have passed their pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless a given service is to be abandoned. Insulate water services at storm crossings, and maintain a minimum of 18 inches of separation beneath any proposed storm sewer. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

Take all necessary precautions to protect newly installed main as well as the existing Madison Water Utility system and ensure its proper functioning during construction.

View the sites prior to bidding and become familiar with existing conditions and utilities.

**SECTION 702            MATERIALS**

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

**SECTION 703            CONSTRUCTION METHODS**

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

Water Services Outages Restrictions & Notifications

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners and residents.

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications and these special provisions for details.

**BID ITEM 70110 – INSTALL TEMPORARY WATER SUPPLY SYSTEM**

**DESCRIPTION**

If deemed necessary by existing field conditions, provide all labor, equipment, materials, and incidentals required to install and maintain a temporary water supply system to the 300 block of S. Broom Street, while replacing existing 2-inch copper main.

**MATERIALS**

Per Standard Specifications 704.30.2

**CONSTRUCTION**

Per Standard Specifications 704.30.3

**METHOD OF MEASUREMENT**

Measured as a Lump Sum to include all materials and work described in spec special provisions

**BASIS OF PAYMENT**

Paid by each acceptably completed unit at the contract bid price

**BID ITEM 90001 – GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED)**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals necessary to provide and install Mirafi RS580i, TerraTex HPG HM58, or an approved equal.

**CONSTRUCTION METHODS**

The Geosynthetic Reinforcement Fabric shall be installed in accordance with the manufacturer's recommendations, including the amount of overlap between rolls. In locations identified for undercut, a maximum of 12" of Undercut shall be removed, under the entire road area, and replaced with Breaker

Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the Geosynthetic Reinforcement Fabric in 8 to 12-inch loose lifts. In locations without undercut, the Geosynthetic fabric shall be placed under the Gradation No. 1 base course layer and shall extend to approximately 1 ft. beyond the back of curb, unless tree conflicts have minimized the excavation limits. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed Geosynthetic Reinforcement Fabric.

#### **METHOD OF MEASUREMENT**

The Geosynthetic Reinforcement Fabric shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity, and will only be paid once.

#### **BASIS OF PAYMENT**

Geosynthetic Reinforcement Fabric shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

#### **BID ITEM 90002 – 7" COLORED CONCRETE SIDEWALK** **BID ITEM 90014 – 5" COLORED CONCRETE SIDEWALK**

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

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the standard specifications. Submit the concrete mix design to the City of Madison for review.

Contractor shall provide a 12"x12" sample of the colored concrete, which will be reviewed and approved by the City prior to final installation. Provide a minimum of 3 days notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

#### **MATERIALS**

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The Color shall either be BASF Natural Bark (MC5002) or an approved equal.

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

## **CONSTRUCTION**

Prepare the base for the concrete sidewalk in accordance with the standard specifications. In locations where base material must be added to achieve the required elevations, placement and preparation of this material is included with this bid item.

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples.

Protect all adjoining areas of concrete prior to pouring colored concrete. Finish the surface as required by the manufacturer, including a broom surface finish per the standard specifications.

Control joints, construction joints and expansion joints shall be placed in accordance with Part III of the standard specifications

Apply curing compound per manufacturer's recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

Colored Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

All contractions joints for 5" colored concrete shall be spaced at 2' and shall be tooled.

Install tie bars as indicated in the detail drawings. Tie bars are included with these items.

## **METHOD OF MEASUREMENT**

7" Colored Concrete Sidewalk & 5" Colored Concrete Sidewalk shall be measured by the square foot installed and accepted.

## **BASIS OF PAYMENT**

7" Colored Concrete Sidewalk & 5" Colored Concrete Sidewalk, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

## **BID ITEM 90003 – BUS ISLAND CURB & GUTTER**

### **DESCRIPTION**

This item shall be completed in accordance with Part III of the Standard Specifications and per the plans and detail drawings. Bus Island Curb & Gutter includes several different details and dimensions of curb & gutter that surround the bus islands on Broom and Bassett. Details for each are provided, including pay limits for any that are monolithic with the bus island concrete sidewalk. Each of the different curb and gutters around these islands shall be paid under this single bid item. Each of the curb types are expected to be constructed primarily on existing base course. Grade the existing base and compact prior to installation, which work is included with this item. If necessary, provide and install additional Gradation No. 2 Base Course, which will be paid under the appropriate bid item. Any tie bars required for installation of this item are included.

### **METHOD OF MEASUREMENT**

Bus Island Curb & Gutter shall be measured by the Linear Foot along the flowline or face of curb.

## **BASIS OF PAYMENT**

Bus Island Curb & Gutter, measured as provided above, will be paid at the contract unit price, which shall be compensation in full for all materials, formwork, grading and compaction of the base, placing, finishing, protecting and curing, and cleanup of any excess material or waste.

## **BID ITEM 90004 – CONCRETE SPLITTER ISLAND**

### **DESCRIPTION**

This item shall be completed in accordance with Part III of the Standard Specifications and per the plans and detail drawings, and these special provisions. Install Concrete Splitter Islands at the locations indicated on the plans and per the detail drawings. This item includes and curb and gutter that surrounds the islands, as indicated on the details. Any tie bars required for installation of this item are included. Each of the islands are expected to be constructed primarily on existing base course. Grade the existing base and compact prior to installation, which work is included with this item. If necessary, provide and install additional Gradation No. 2 Base Course, which will be paid under the appropriate bid item. The interior of the islands shall be colored concrete, installed per bid item 90002, which work shall be measured and paid under this bid item.

### **METHOD OF MEASUREMENT**

Concrete Splitter Island shall be measured by the Square Foot, acceptably installed, measured to the edge of gutter, as indicated on the details.

### **BASIS OF PAYMENT**

Concrete Splitter Island, measured as provided above, will be paid at the contract unit price, which shall be compensation in full for all materials, formwork, grading and compaction of the base, placing, finishing, protecting and curing, and cleanup of any excess material or waste.

## **BID ITEM 90005 – REMOVE OVERHEAD SIGN STRUCTURE**

### **DESCRIPTION**

This item includes all work, equipment and incidentals required to remove the overhead sign structure components, signs, concrete bases, and all associated hardware at the location indicated on the plans. This item shall be completed in accordance with Articles 203 and 604 of the standard specifications.

The Contractor shall coordinate with City of Madison Traffic Engineering to have the existing signs and structural elements inspected by a Traffic Engineering representative. Any items deemed salvageable shall be carefully removed by the Contractor and the salvageable materials shall be delivered to the Traffic Engineering yard located at 1120 Sayle Street. Any components that cannot be salvaged shall be removed by the Contractor, hauled away, and disposed of in accordance with all State and Local laws.

The concrete bases for the support structure shall also be removed, and the Contractor shall take particular care when removing the base on the westerly side of Broom St., as this base was installed through a designed opening in the footing for the concrete wall. This base shall be removed without damaging the existing wall or footing, and this item includes all methods necessary to perform this work.

### **METHOD OF MEASUREMENT**

Remove Overhead Sign Structure will be measured by Each unit of work, acceptably completed.

## **BASIS OF PAYMENT**

Remove Overhead Sign Structure, measured as provided above, will be paid at the contract unit price, which price shall be compensation in full for all work, equipment, and incidentals necessary to complete the work as set forth in the description.

## **BID ITEM 90006 – FULL SPAN OVERHEAD SIGN SUPPORT STRUCTURE**

### **DESCRIPTION**

Work under this item shall include design, fabrication, transportation and construction of Full Span Overhead Sign Support Structures including the concrete base as called for in the plans and per the requirements of the most current Wisconsin Department of Transportation Standard Specifications, Section 635.

### **MATERIALS**

The pole shall have a 5" x 8" galvanized handhole with a contoured or flat cover plate joined to the reinforced handhole frame with two bolts. The handhole shall be located 90° clockwise from the bracket arm side of poles as viewed when looking down from the top of the pole. The center of the handhole shall be 14 inches from the bottom of the pole. A solid metal bracket, with a drilled and tapped hole, shall be provided for securing cover plate bolts. Clips for holding these bolts is not acceptable. The machine bolts shall be a slotted hex-head style.

After all welding has been completed, the exterior surface of the pole, arm, and hardware shall be thoroughly cleaned and shall be free of all loose rust, mill scale, dirt, oil, grease, and other foreign substances. The poles and arms shall be hot-dipped galvanized in accordance to the requirements of ASTM Designation A123. The hardware shall be hot dipped galvanized in accordance to ASTM Designation A153. The galvanized finish shall be bright, shiny, and uniform. Matted or dull pole sections will not be accepted. The minimum paint system shall be the manufacturer's best paint system, using prime and finish paint, subject to City of Madison review and approval. The paint system chosen shall result in a durable weather-resistant paint well adhered to the poles and arms and suitable for streets with heavy salting and the resulting salt spray from passing vehicles traveling at speeds averaging 40 mph. The manufacturer's warranty on paint finish shall be identified. No warranty less than five years will be accepted.

### **CONSTRUCTION**

Construct Full Span Overhead Sign Support Structures in accordance with of the most current Wisconsin Department of Transportation Standard Specifications, Section 635.

### **METHOD OF MEASUREMENT**

Full Span Overhead Sign Support Structures shall be measured as Each unit acceptably completed, which includes fabrication, delivery, and installation of concrete base, pole, arm and all hardware necessary to acceptably construct and install.

### **BASIS OF PAYMENT**

Payment is full compensation for design, fabrication, transportation, furnishing, assembly and installation of Full Span Overhead Sign Support.

## **BID ITEM 90007 – SIGNS REFLECTIVE TYPE I**

### **DESCRIPTION**

Work under this item shall include providing a sign layout for review and approval, providing sign panels, and installing Type I reflective per the requirements of the most current version of the Wisconsin Department of Transportation Standard Specifications, Section 637.

The Contractor shall design and layout the guide signs as shown in the signing plan. The material used shall be consistent with current MUTCD retroreflectivity and color standards. The Contractor shall provide the Traffic Engineer shop drawings for final approval prior to fabrication.

### **METHOD OF MEASUREMENT**

Signs Reflective Type I shall be measured by the Square Foot of sign acceptably completed.

### **BASIS OF PAYMENT**

Signs Reflective Type I, measured as provided shall be paid at the contract unit price, which shall be compensative in full for providing and installing the signs per the plans and detail drawings and in accordance with the latest version of the Wisconsin Department of Transportation Standard Specifications.

## **BID ITEM 90008 – FLEXIBLE TUBULAR MARKER POST & BASE, 36" WHITE**

### **DESCRIPTION**

This bid item includes all work, materials, equipment and labor necessary to provide and install Flexible Tubular Marker Posts and Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs. The marker posts installed shall be 36" inches high, white, and have reflective markings near the top.

### **METHOD OF MEASUREMENT**

Tubular Marker Post & Base shall be measured as Each unit acceptably installed.

### **BASIS OF PAYMENT**

Flexible Tubular Marker Post & Base, 36" White will be paid at the contract unit price, which shall be full compensation for providing all materials, all work, equipment, and incidentals necessary to complete the work as provided in the description.

## **BID ITEM 90009 – TEMPORARY ASPHALT PAVEMENT**

### **DESCRIPTION**

This item includes all work, materials, equipment, hauling, and incidentals necessary to place temporary asphalt pavement where required to maintain traffic operations in accordance with these special provisions, as directed by the Construction Engineer. This item shall only be used in locations where it is necessary to maintain on-street vehicle and bicycle traffic. Pavement required to maintain crosswalks is included under the appropriate item.

The Contractor shall place temporary pavement to provide a safe, rideable and maintainable surface. The pavement structure for the temporary asphalt pavement shall be a minimum of 3 inches of HMA on 6 inches of Gradation 2 Base Course (paid under the appropriate item). The pavement type shall match the specified pavement type for the binder layer of asphalt pavement, and all work shall be completed in accordance with Part IV of the Standard Specifications.



This item also includes removal of all temporary pavement. Removal of base course and grading shall be considered incidental to the Excavation Cut bid item.

#### **METHOD OF MEASUREMENT**

Temporary Asphalt Pavement will be measured by the Square Yard, acceptably installed.

#### **BASIS OF PAYMENT**

Temporary Asphalt Pavement shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals necessary to complete the work as set forth in the description.

#### **BID ITEM 90010 – TEMPORARY CROSSWALK ACCESS**

##### **DESCRIPTION**

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Depending on the contractor selected location of the temporary crosswalk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

##### **MATERIALS**

Furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel or base course material is not acceptable.

##### **CONSTRUCTION**

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 6 feet, be located outside the immediate work area, as approved by the Engineer, and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

Depending on the selected location for the temporary cross walk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item.

##### **METHOD OF MEASUREMENT**

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

##### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the

temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

### **BID ITEM 90011 – REMOVE AND SALVAGE BRICK PAVERS**

#### **DESCRIPTION**

This item includes all work, equipment and incidentals required to remove and salvage pavers at the locations indicated on the plans, or as directed by the Engineer.

The Contractor shall carefully remove existing pavers as necessary to complete the work included with this contract, taking care to not damage the pavers. The pavers shall then be stacked outside the work zone at an agreeable location, confirmed by the adjacent property owner.

If the owner plans to reinstall the pavers in the same location, the Contractor shall extend the base materials for the adjacent sidewalk and/or driveway through the planned paver installation area. Extension of base material will be paid under the appropriate bid item.

#### **METHOD OF MEASUREMENT**

Remove and Salvage Brick Pavers will be measured by the Square Foot, acceptably completely.

#### **BASIS OF PAYMENT**

Remove and Salvage Brick Pavers, measured as provided above, will be paid at the contract unit price, which price shall be compensation in full for all work, equipment, and incidentals necessary to remove and salvage brick pavers, and to coordinate with adjacent property owner to stack them at an agreeable location.

### **BID ITEM 90012 – REMOVE & RELAY STONE MULCH**

#### **DESCRIPTION**

Along W. Wilson St., there is a portion of sidewalk that will be raised and regraded in order to provide adequate drainage along the walk. This will include work on private property under rights-of-entry to regrade landscaping, replace concrete walks and/or steps, and restore those areas to match into the new sidewalk.

A portion of this area is landscaping beds that are topped with stone mulch. These beds also have buried and/or paver edging. Under this bid item, the Contractor shall rake back the stone mulch out of the way of the grading and sidewalk work and remove edging of all types, if necessary. Stone mulch and edging materials shall be salvaged, and, if damaged during removal, the Contractor shall replace the items to match existing at no additional cost. Placement of salvaged materials shall be done cautiously to avoid damage to any existing plants.

Once the sidewalk and grading work is complete, the Contractor shall place topsoil, as necessary in the landscaping beds, which is included with this item, then place landscaping weed prevention fabric on the disturbed areas within the beds, and then reset the salvaged stone mulch and edging materials.

Turf areas that are disturbed as part of the sidewalk replacement shall be restored with topsoil, seed, and erosion mat, all paid under the appropriate items.

#### **METHOD OF MEASUREMENT**

Remove & Relay Stone Mulch shall be measured by the Square Yard of landscaping beds acceptably restored.

## **BASIS OF PAYMENT**

Remove & Relay Stone Mulch, measured as provided above, will be paid at the contract unit price for all labor, equipment, materials, and incidentals necessary to complete work as set forth in the description.

## **BID ITEM 90013 – BARK MULCH**

### **DESCRIPTION**

Along W. Wilson St., there is a portion of sidewalk that will be raised and regraded in order to provide adequate drainage along the walk. This will included work on private property under rights-of-entry to regrade landscaping beds and turf areas, replace concrete walks and/or steps, and restore those areas to match into the new sidewalk.

A portion of this area is landscaping beds that are topped with bark mulch. These beds may also have buried and/or paver edging. It is assumed that the existing bark mulch will not be salvageable, but any edging materials shall be removed and salvaged, and, if damaged during removal, the Contractor shall replace the items to match existing at no additional cost. Placement of salvaged materials shall be done cautiously to avoid damage to any existing plants.

Once the sidewalk and grading work is complete, the Contractor shall place topsoil, as necessary in the landscaping beds to properly establish the new grade, which is included with this item, then place landscaping weed prevention fabric on the disturbed areas within the beds, and then provide and install bark mulch to a minimum thickness of 4 inches on disturbed portions of the landscaping beds. Rake bark mulch as necessary to blend into existing areas of the landscaping beds that were not disturbed.

Turf areas that are disturbed as part of the sidewalk replacement shall be restored with topsoil, seed, and erosion mat, all paid under the appropriate items.

### **MATERIALS**

Provide shredded hardwood mulch that is a natural brown color, and is free of any chemically treated wood or other deleterious substances. Bark mulch shall be shredded finely to be free of any pieces larger than 4 inches.

### **CONSTRUCTION**

Place bark mulch at the locations and to the depths described. Rake mulch such that it is even and does not bury any existing landscaping that is to remain. Ensure that mulch won't overtop or be washed out over the sidewalk or curb & gutter. Lightly compact in place.

### **METHOD OF MEASUREMENT**

Bark Mulch shall be measured by the Square Yard, lightly compacted and accepted in place.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90015 – PAVEMENT MARKING REMOVAL, SKID/SLIP RESISTANT BIKE LANE GREEN**

### **DESCRIPTION**

All work under this bid item shall be completed in accordance with Article 608 of the Standard Specifications.

## **METHOD OF MEASUREMENT**

Pavement Marking Removal, Skid/Slip Resistant Bike Lane will be measured by the Square Foot of marking acceptably removed.

## **BASIS OF PAYMENT**

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

## **BID ITEM 900XX – PROVIDE AND INSTALL PRAIRIE SEED MIX**

### **DESCRIPTION**

This Bid Item shall include all necessary work, labor, and incidentals required to provide and install the Shortgrass Prairie Seed Mix as described in in Part II Earthwork Article 207.2 (a) Seed Mixtures, which can be found in the City of Madison Standard Specifications. The Shortgrass Prairie Seed Mix shall be sown in the Bassett & Wilson intersection traffic island areas as shown in the project plans at the application rates called for the Standard Specifications. The seeding shall occur during the late fall season between October 16 and December 31, 2023.

A minimum of 6" of topsoil (paid under the appropriate item) shall be installed in the designated areas prior to placement of seed mix. Erosion control matting shall NOT be placed over the top of the Prairie Seed Mix.

### **METHOD OF MEASUREMENT**

This Bid Item shall be measured as Square Yard (SY), acceptably installed.

### **BASIS OF PAYMENT**

This Bid Item shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, storage, and incidentals required to complete the work as set forth in the description. Partial Payment requests shall be reviewed and authorized by the Project Manager.

## **BID ITEM 90030 – 6'X7' STORM SAS**

### **DESCRIPTION**

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "6'X7' SAS" on storm sewer schedule.

Structure shall include the castings as called out for on the storm sewer schedule

It is intended that the structure shall be constructed on a 12" bed of compacted crushed stone.

This item shall be constructed in accordance with Part III, V, and VIII of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

### **METHOD OF MEASUREMENT**

6'X7' STORM SAS shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged

casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of storm sewer access structures.

**BASIS OF PAYMENT**

6'X7' STORM SAS shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description

**BID ITEM 90031 – STORM WATER CONTROL**

**DESCRIPTION**

Work under this item shall include dewatering of existing storm sewer main, as needed, to install storm sewer shown in the plan set and remove any existing storm sewer shown on the plan set. Work shall also include any bypassing of storm water or work to prevent storm water from entering the existing storm sewer. All dewatering shall comply with ARTICLE 502 of the City of Madison Standard Specifications for Public Works Construction Latest Edition and all dewatering or storm control methods shall be approved by the Engineer prior to the start of work.

Work under this item shall include any bypassing of storm water from the dewatering that is occurring at 402 W. Wilson Street. Dewatering operations at this address current utilizes existing storm sewer pipe located on site and connects to the existing storm sewer main on S. Broom St. Dewatering from this site shall not be disturbed and all costs to maintain continuous dewatering from this property shall be included with this item.

**METHOD OF MEASUREMENT**

STORM WATER CONTROL shall be measured as lump sum for all work completed and accepted.

**BASIS OF PAYMENT**

STORM WATER CONTROL shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for furnishing all labor, materials, equipment, and incidentals to complete work described above.

**BID ITEM 90032 – RECONSTRUCT INLET**

**DESCRIPTION**

Work under this item shall include removing any roof and any adjustment from an existing INLET, lowering the walls up to 12 inches, constructing a new roof to accommodate castings as called for on the storm sewer (included as part of this item), and installation of the new castings to the proposed grade. The new roof shall be constructed to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction Latest Edition. This item includes all materials, incidentals, and labor required to complete the work. This item includes disposal of the existing casting and provision of a new sewer access structure casting.

**METHOD OF MEASUREMENT**

RECONSTRUCT INLET shall be measured as each structure reconstruction is complete.

**BASIS OF PAYMENT**

RECONSTRUCT INLET shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

**BID ITEM 90033 – SIDEWALK TRENCH DRAIN**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary to construct an approximately 5' long sidewalk drain in accord with the City of Madison Standard Detail Drawing 5.7.36 in the Standard Specifications for Public Works Construction Latest Edition with the following modifications. Rim grades, pipes sizes and depths of structure shall be as called out on the plan utility sheets or as adjusted in the field. The outgoing 6" SDR-26 PVC pipe as shown on the plan set shall be included with this item.

**METHOD OF MEASUREMENT**

SIDEWALK TRENCH DRAIN shall be measured as complete when each completed unit is installed in the field.

**BASIS OF PAYMENT**

SIDEWALK TRENCH DRAIN shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above.

**BID ITEM 90040 – INSTALL 2-INCH PERMANENT FLUSHING BLOW-OFF**

**DESCRIPTION**

Provide all labor, equipment, materials, and incidentals required to install new 2-inch blow-off per detail

**MATERIALS**

Per Standard Specifications 702.5 and detail 7.07.1

**CONSTRUCTION**

Per Standard Specifications 702.5 and detail 7.07.1

**METHOD OF MEASUREMENT**

Measured by each completed unit

**BASIS OF PAYMENT**

Paid by each acceptably completed unit at the contract bid price

**BID ITEM 90090 – INSTALL AND MAINTAIN SUPPORT STRUCTURES FOR STREET LIGHTS AND TEMPORARY TRAFFIC SIGNALS**

**DESCRIPTION**

This special provision describes furnishing, installing, maintaining, relocating and removing wood poles, guy wires, luminaries, arms and aerial cable required to maintain 100% of the existing lighting system and wood poles required for Temporary Traffic Signals. The Temporary traffic signals will be installed and maintained by the City of Madison. Contact City Traffic Engineering (Gretchen Avilés Piñero, [gavilespineiro@cityofmadison.com](mailto:gavilespineiro@cityofmadison.com)) for details on planned temporary traffic signals. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor.

Work for temporary wood poles and guy wires shall be according to State of Wisconsin Standard Spec 661.

The contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

## **MATERIALS**

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area.

Furnish and install Type 4 wood poles, 35' long. Luminaries shall be 150 watt LED or equivalent lumen output, full cutoff.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

## **CONSTRUCTION METHODS**

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Also maintain existing lighting circuits which power lighting poles outside of the construction limits. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, relocation of poles in conflict with construction and maintaining continuous lighting.

The Contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

Furnish and install additional wood poles and guy wires as required for temporary traffic signals to be installed and maintained by City of Madison.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

## **METHOD OF MEASUREMENT**

Install and Maintain Support Structures for Street Lights and Temporary Signals will be measured as a lump sum, completed in place and accepted in accordance with the contract.

## **BASIS OF PAYMENT**

Install and Maintain Support Structures for Street Lights and Temporary Traffic Signals will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing and removing wood poles, including any required relocation of poles in conflict with construction, aerial cable, luminaries, arms, guy wires, maintaining lighting units, maintaining lighting circuits, replacement of burned out lamps, replacement of knockdowns, and for furnishing and installing splice connectors.

**NOTES**

1. The boundary lines between different soil strata, as shown on the Soil Boring Records, are approximate and may be gradual.
2. The drillers' field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Soil Boring Records contain the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the drillers' field logs and soil samples and/or laboratory test results.
3. We define "Caved Level" as the depth below the existing ground surface at a boring location where the soils have collapsed into the borehole following removal of the drilling tools.
4. We define "Water Level" as the depth below the existing ground surface at a boring location to the level of water in the open borehole at the time indicated unless otherwise defined on the Soil Boring Records.
5. We define "at completion" for a boring as being the time when our drilling crew has completed the removal of all drilling tools from the borehole.
6. The Notes and Legend Record and the Soil Boring Records should not be separated.

**RELATIVE PERCENTAGE TERMS**

no	0%
trace	<5%
few	5 to <10%
little	10 to <30%
some	30 to < 50%

**TEST RESULTS LEGEND**

$q_p$  = Penetrometer reading,  $\frac{\text{ton}}{\text{ft}^2}$

**RELATIVE MOISTURE TERMS AT TIME OF SAMPLING**

Frozen or F = Frozen material  
 Dry = Dusty, dry to touch, absence of moisture  
 Moist or M = Damp to touch, no visible water  
 Wet or W = Visible free water

**DRILLING METHODS LEGEND**

HSA = Continuous flight hollow-stem augers

**N-VALUE LEGEND**

DS = Drove Stone

**REMARKS LEGEND**

NR = No Recovery  
 OO = Organic Odor

**SAMPLER TYPE LEGEND**



Sample obtained from the auger flights



2-inch-outside-diameter, split-barrel sampler



**Soils & Engineering Services, Inc.**

1102 STEWART STREET • MADISON, WISCONSIN 53713  
 Phone: 608-274-7600 • 888-866-SOIL (7645)  
 Fax: 608-274-7511 • Email: soils@soils.ws

CONSULTING CIVIL ENGINEERS SINCE 1966

**NOTES AND LEGEND RECORD**

West Wilson Street  
 S Broom Street - S Henry Street  
 City of Madison, Dane County, Wisconsin

13300.14



2-A

lot lines  
Apt 340  
Apt. House  
338

320  
316

8 1/2"  
BHH-2  
7 1/2"

30"  
curb + gutter

BHH-1  
9 1/2"

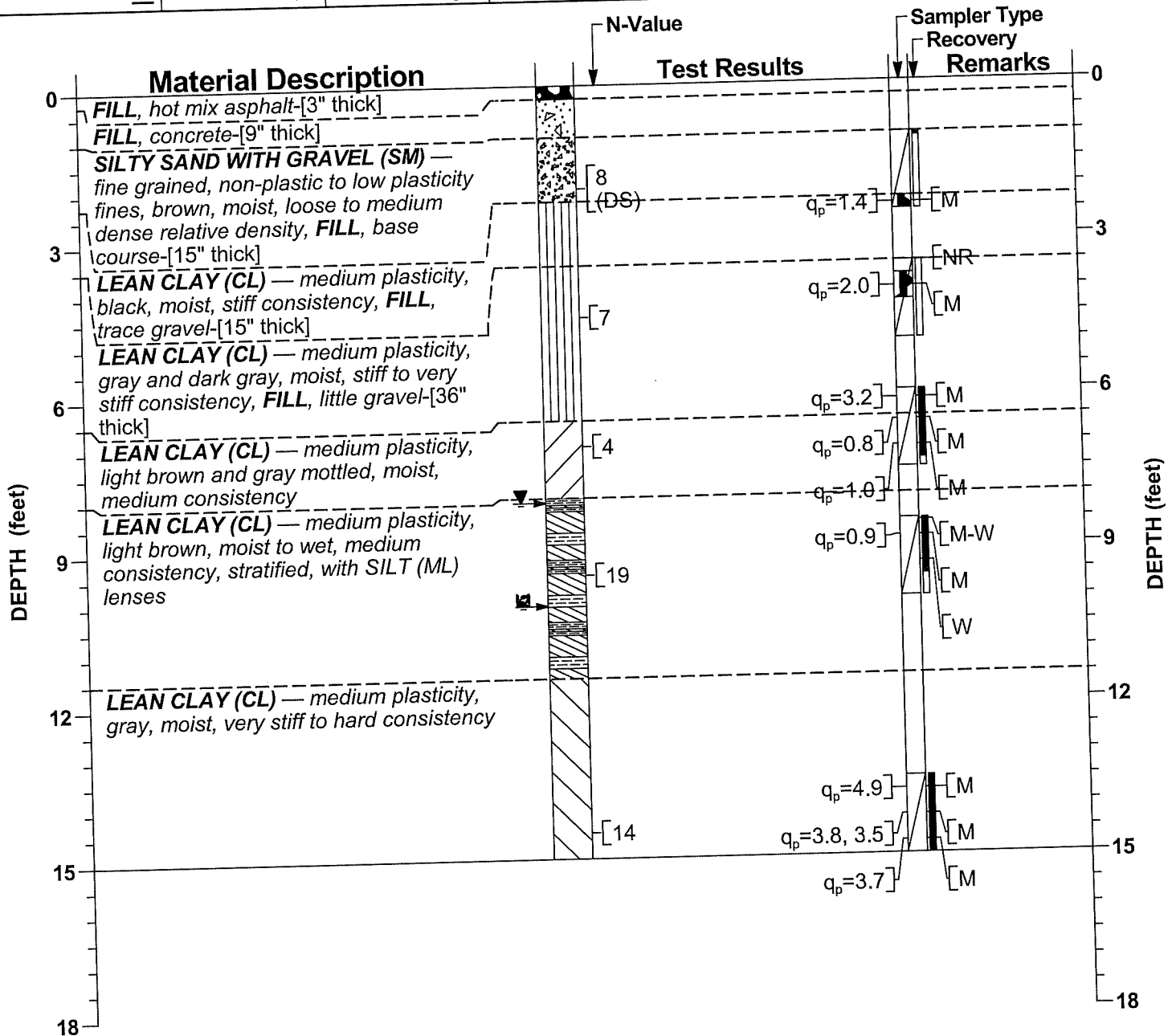
30"  
curb + gutter

West Wilson Street

General Location: **9<sup>th</sup> northwest of southeast pavement edge in-line with lot line b/w 338 & 340 W Wilson Street**

**Boring BH-1**

LATITUDE: _____	LONGITUDE: _____	COUNTY: <b>Dane</b>	SECTION: <b>23</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: _____	EASTING: _____	TOWNSHIP: <b>(Madison) 7 N</b>	¼: <b>NE</b>	LOG REVIEW: <b>CMB</b>	HAMMER TYPE: <b>Automatic</b>	TOTAL DEPTH: <b>15'-0"</b>
STATION: _____	OFFSET: _____	RANGE: <b>9 E</b>	¼ ¼: <b>SE</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>12/28/2018</b>	DATE COMPLETED: <b>12/28/2018</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 8'-1" at completion	⊠ 10'-1" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	5.6"

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

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

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 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

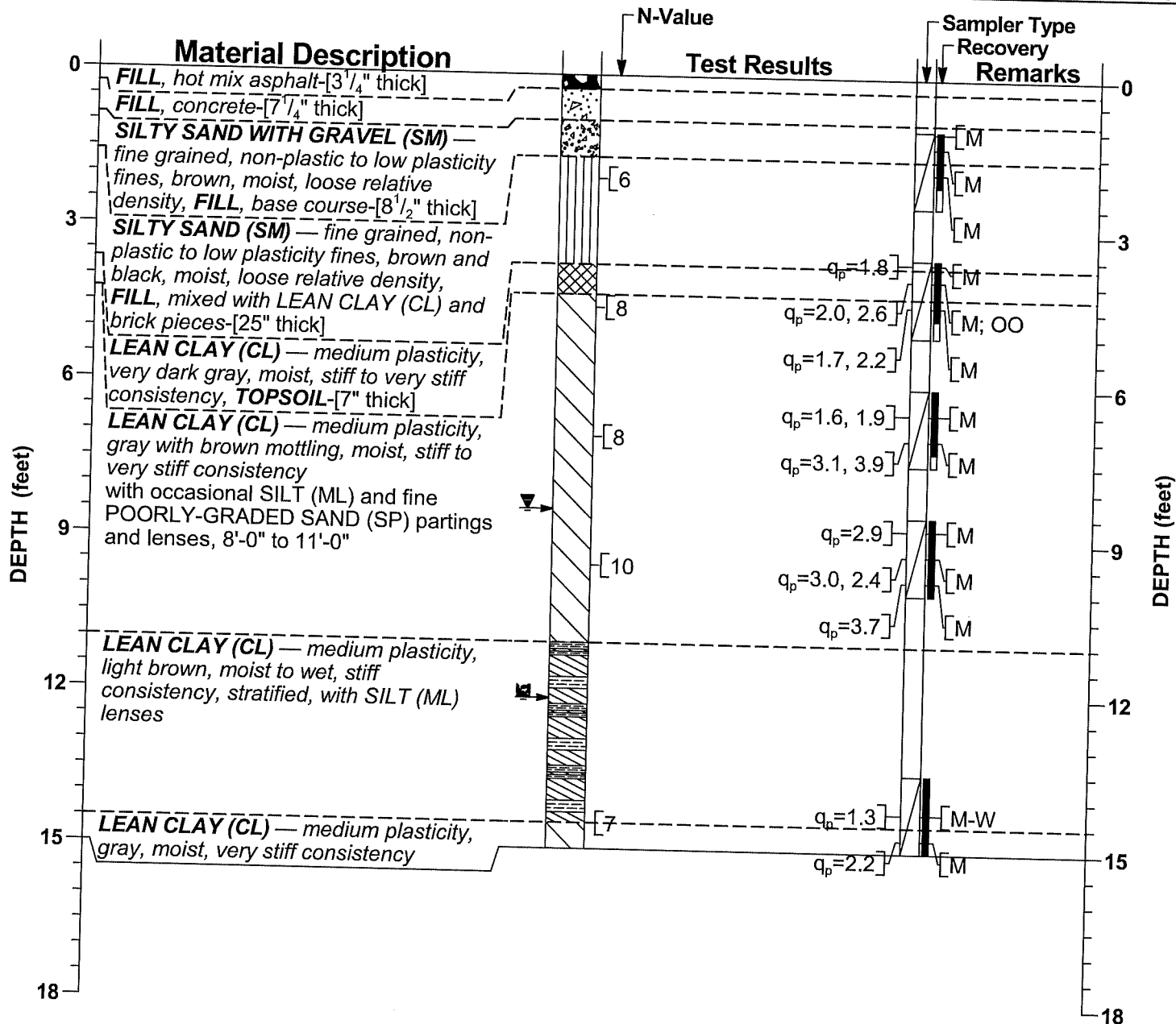
**SOIL BORING RECORD**  
 West Wilson Street  
 S Broom Street - S Henry Street  
 City of Madison, Dane County, Wisconsin

13300.14

General Location: **7.5' northwest of southeast pavement edge, 8.5' northeast of lot line b/w 316 & 320 W Wilson Street**

**Boring BH-2**

LATITUDE: ---	LONGITUDE: ---	COUNTY: <b>Dane</b>	SECTION: <b>23</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: ---	EASTING: ---	TOWNSHIP: <b>(Madison) 7 N</b>	¼: <b>NE</b>	LOG REVIEW: <b>CMB</b>	HAMMER TYPE: <b>Automatic</b>	TOTAL DEPTH: <b>15'-0"</b>
STATION: ---	OFFSET: ---	RANGE: <b>9 E</b>	¼¼: <b>SE</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>12/28/2018</b>	DATE COMPLETED: <b>12/28/2018</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 8'-5" at completion	■ 12'-1" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	---	None	0'-0"	15'-0"	5.6"

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

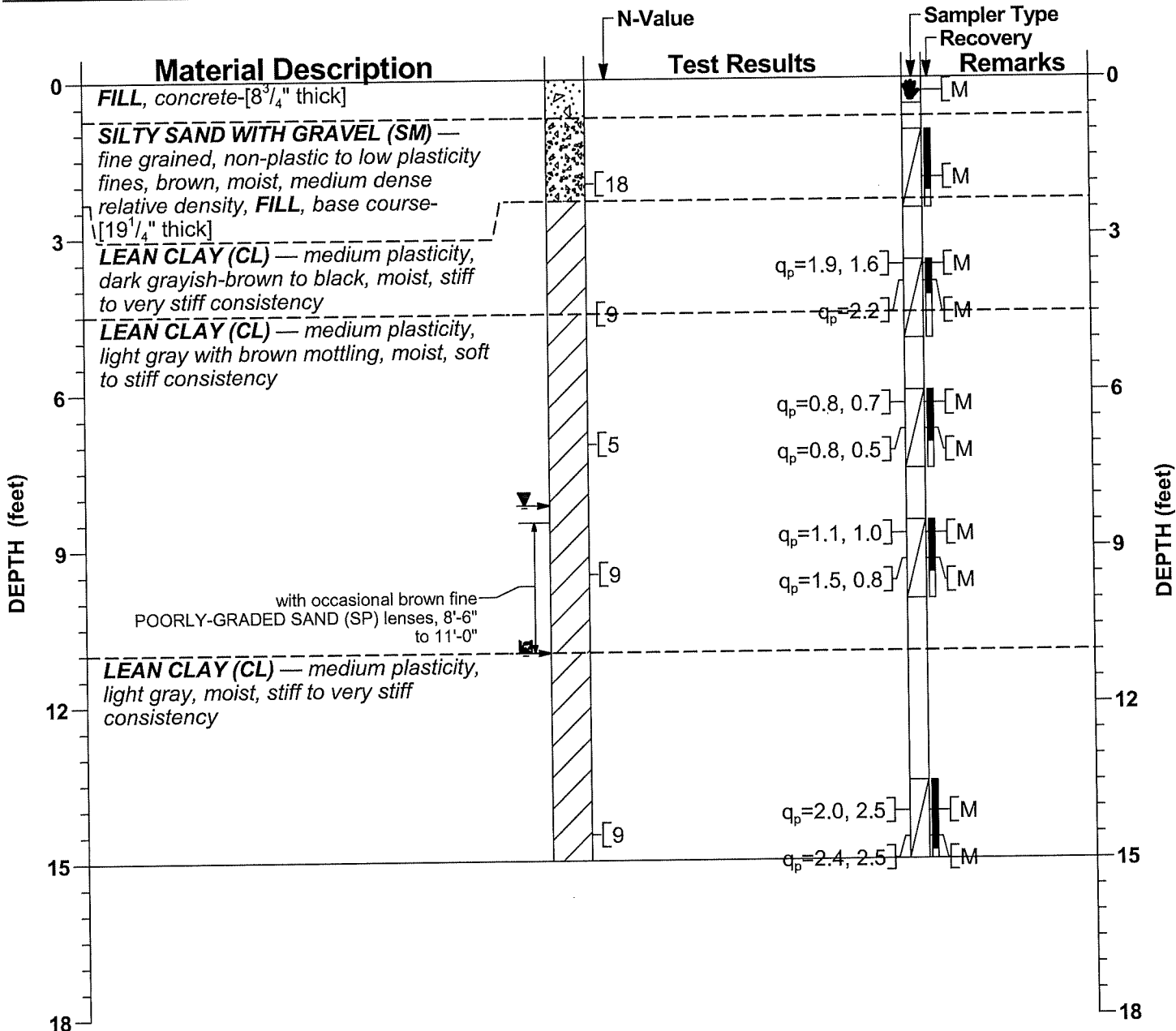
The Notes and Legend Record is considered a part of this Soil Boring Record.

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 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

**SOIL BORING RECORD**  
 West Wilson Street  
 S Broom Street - S Henry Street  
 City of Madison, Dane County, Wisconsin

13300.14

General Location: <b>Assuming S Broom Street is in east-west direction, this boring is 22 feet west of Lots 207/209 property line, 8.5 feet south of back of north curb</b>					<b>Boring BH-3</b>	
LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>23</b>	CREW CHIEF: <b>SJH</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Madison) 7 N</b>	¼: <b>NE</b>	LOG REVIEW: <b>SLF</b>	HAMMER TYPE (EFFICIENCY): <b>Automatic (91%)</b>	TOTAL DEPTH: <b>15'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>9 E</b>	¼ ¼: <b>SE</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>01/02/2020</b>	DATE COMPLETED: <b>01/02/2020</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 8'-2" at completion	⊠ 11'-0" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	6.3"
SAMPLING METHOD(S): AASHTO T 206						
SURFACE PATCH: Portland Cement (Sacrete) Patching Compound						
BACKFILL: Base Course, Bentonite Chips, Caved Soil						

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

**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713  
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 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

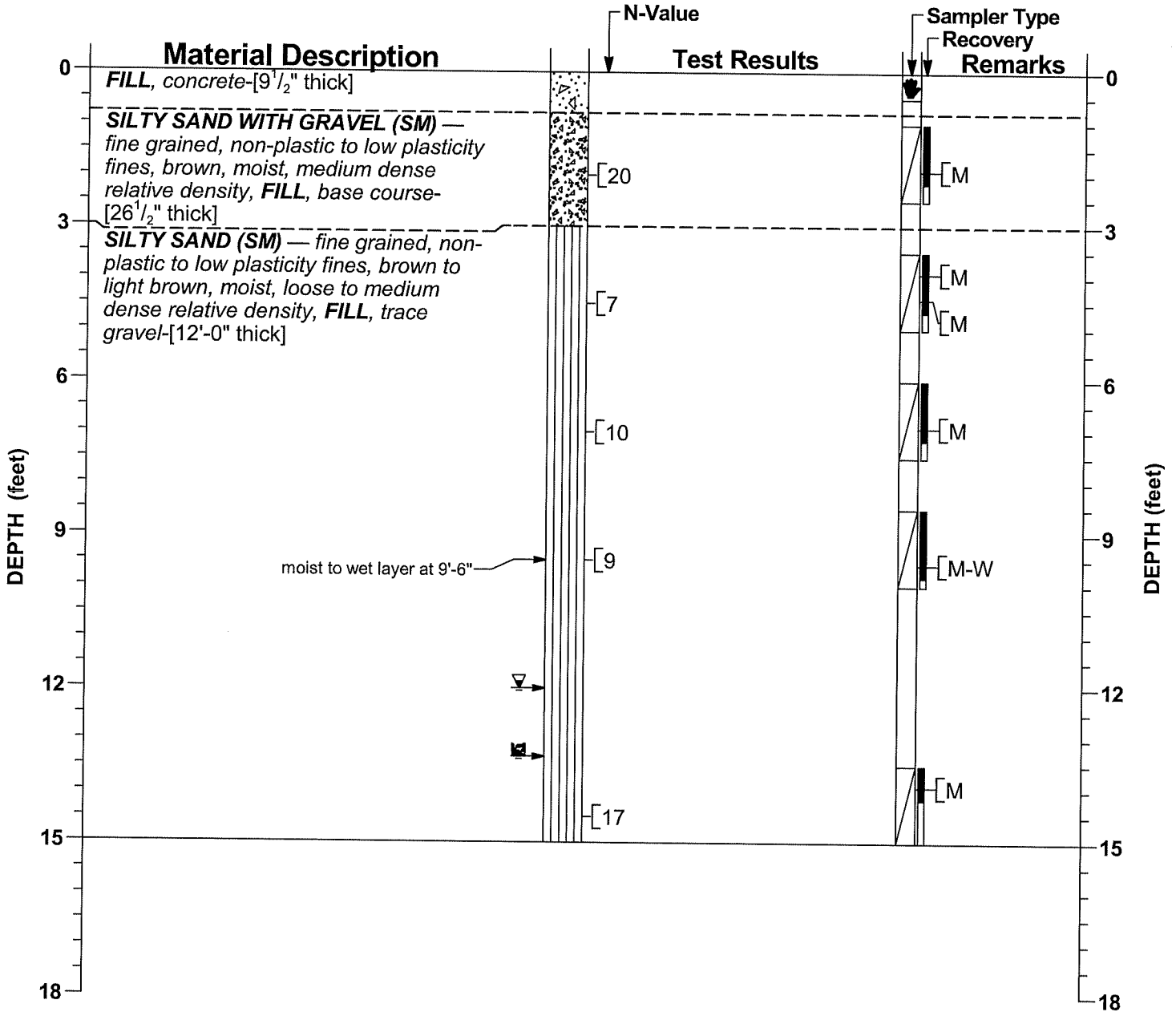
**BORING LOG RECORD**  
 S. Broom St.  
 City of Madison, Dane County, Wisconsin

13300.35

General Location: **Assuming S Broom Street is in east-west direction, this boring is 29 feet east of Lots 310/314 property line, 7 feet south of back of north curb**

**Boring BH-4**

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>23</b>	CREW CHIEF: <b>SJH</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Madison) 7 N</b>	¼: <b>NE</b>	LOG REVIEW: <b>SLF</b>	HAMMER TYPE (EFFICIENCY): <b>Automatic (91%)</b>	TOTAL DEPTH: <b>15'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>9 E</b>	¼ ¼: <b>SE</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>01/02/2020</b>	DATE COMPLETED: <b>01/02/2020</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▽ 12'-0" at completion	■ 13'-4" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	6.3"

SAMPLING METHOD(S): AASHTO T 206
SURFACE PATCH: Portland Cement (Sacrete) Patching Compound
BACKFILL: Base Course, Auger Cuttings, Bentonite Chips, Caved Soil

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

**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713  
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 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

**BORING LOG RECORD**  
 S. Broom St.  
 City of Madison, Dane County, Wisconsin

13300.35



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)

**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**

Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.

**Financial Manager**

Steven B. Danner-Rivers

April 10, 2023

**NOTICE OF ADDENDUM**

**ADDENDUM 1**

**CONTRACT NO. 8300**

**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT – 2021 AND S. HENRY STREET  
ASSESSMENT DISTRICT - 2023**

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 and replace the title sheet and sheet U-8 with the attached plan sheets. Title sheet now includes Engineer's stamp for water design. Sheet U-8 revised to show that pipe P-1 shall be a Class IV HERCP pipe.

**INFORMATIONAL ITEM:**

The details from the plans on file for the concrete wall along the westerly side of Broom St. have been posted as an informational item, for reference only.

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



Department of Public Works  
**Engineering Division**  
James M. Wolfe, P.E., City Engineer  
City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
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[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Assistant City Engineer**  
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**Deputy Division Manager**  
Kathleen M. Cryan  
**Principal Engineer 2**  
John S. Fahmeyer, P.E.  
Janet Schmidt, P.E.  
**Principal Engineer 1**  
Mark D. Moder, P.E.  
Andrew Zwiag, P.E.  
**Financial Manager**  
Steven B. Danner-Rivers

April 13, 2023

**NOTICE OF ADDENDUM  
ADDENDUM 2  
CONTRACT NO. 8300  
W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT – 2021 AND S. HENRY STREET  
ASSESSMENT DISTRICT - 2023**

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

**PAGE A-1, SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS:**

EDITS TO TABLE ON SHEET A-1  
REMOVE AND REPLACE TABLE WITH:

PROJECT NAME:	W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021 AND S. HENRY STREET ASSESSMENT DISTRICT - 2023
CONTRACT NO.:	8300
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/13/2023
BID SUBMISSION (2:00 P.M.)	4/20/2023
BID OPEN (2:30 P.M.)	4/20/2023
PUBLISHED IN WSJ	3/30/2023, 4/6/2023, & 4/13/2023

**SPECIAL PROVISIONS:**

SECTION 105.12 COOPERATION BY THE CONTRACTOR

ADD PARAGRAPH TO THE SECTION:

The City of Madison will contract separately for the work and cost to reinstate the rail road track after installation of the storm sewer main. The Contractor shall coordinate their work with this rail contractor to ensure the rail contractor is allowed access to replace the railroad track immediately following the storm installation to keep rail closures to an absolute minimum.

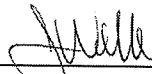
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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

RFP:kdf



**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021  
AND S. HENRY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8300**

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 - 2023 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 2 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_ of \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

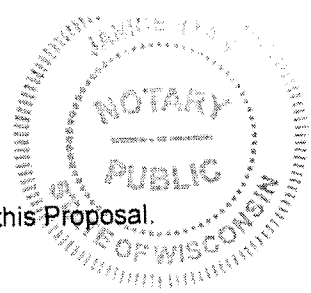
*Dustin Beth*  
SIGNATURE

VP  
TITLE, IF ANY

Sworn and subscribed to before me this  
20th day of April, 2023

*Danice Ryan*  
(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.



Contract 8300 – Speedway Sand & Gravel, Inc.

**Section F: Best Value Contracting (BVC)**

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Please select the method of submission below. The form can be found below for filling out online or download and submit by hand.

Method of Submittal for BVC (click in box below to choose) \*  
I will submit Bid Express fillable online form (BVC).

**Best Value Contracting**

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O.

33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021  
AND S. HENRY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8300**

**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

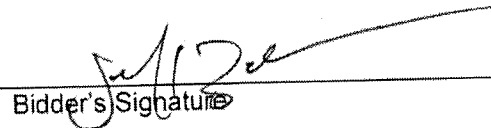
Company: Speedway Sand & Gravel, Inc.  
Address: 8500 Greenway Blvd, Ste. 202  
Telephone Number: 608-836-1071 Fax Number: 608-836-7485  
Contact Person/Title: Jeff Borth

Prime Bidder Certification

I, Jeff Borth, Office Assistant of  
Name Title  
Speedway Sand & Gravel certify that the information  
Company

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

  
Witness' Signature  
4/20/23  
Date

  
Bidder's Signature

**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021  
AND S. HENRY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8300**

**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	
Greener Valley Landscaping	Landscaping	1	%
Schlobohm Trucking	Dump Trucking	5.7	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>6.7</u>	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal Contractors who are suppliers:</b>		_____ % x 0.6 = _____	% (discounted to 60%)
<b>Total Percentage of SBE Utilization:</b>		<u>6.7</u>	%

**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021 AND S. HENRY STREET ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8300  
DATE: 4/20/23

**Speedway Sand & Gravel, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$54,514.00	\$54,514.00
10712 - TEMPORARY PEDESTRIAN BARRICADE (UNDISTRIBUTED) - L.F.	100.00	\$9.00	\$900.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	60.00	\$30.00	\$1,800.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	153.00	\$45.00	\$6,885.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS (UNDISTRIBUTED) - EACH	2.00	\$987.00	\$1,974.00
10790 - RAILROAD INSURANCE - LUMP SUM	1.00	\$9,944.00	\$9,944.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	50.00	\$0.01	\$0.50
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	50.00	\$0.01	\$0.50
10911 - MOBILIZATION - LUMP SUM	1.00	\$265,119.00	\$265,119.00
20101 - EXCAVATION CUT - C.Y.	7610.00	\$27.86	\$212,014.60
20130 - UNDERDRAIN - L.F.	1100.00	\$22.20	\$24,420.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) (UNDISTRIBUTED) - S.Y.	15000.00	\$0.35	\$5,250.00
20219 - BREAKER RUN - TON	2150.00	\$14.30	\$30,745.00
20221 - TOPSOIL - S.Y.	2500.00	\$3.00	\$7,500.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	1670.00	\$2.10	\$3,507.00
20301 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	200.00	\$4.00	\$800.00
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	4900.00	\$4.00	\$19,600.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	4125.00	\$4.56	\$18,810.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	16500.00	\$3.00	\$49,500.00
20401 - CLEARING - I.D.	24.00	\$95.21	\$2,285.04
20402 - GRUBBING - I.D.	45.00	\$82.03	\$3,691.35
20701 - TERRACE SEEDING - S.Y.	2500.00	\$3.00	\$7,500.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	2500.00	\$3.00	\$7,500.00
30131 - COLD WEATHER PROTECTION OF CONCRETE SIDEWALK & DRIVE (POLYETHYLENE) (UNDISTRIBUTED) - S.F.	4000.00	\$0.22	\$880.00
30132 - COLD WEATHER PROTECTION OF CONCRETE CURB & GUTTER (POLYETHYLENE) (UNDISTRIBUTED) - L.F.	1500.00	\$0.90	\$1,350.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	800.00	\$24.05	\$19,240.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	210.00	\$31.15	\$6,541.50
30205 - TYPE 'E' CONCRETE CURB & GUTTER - L.F.	170.00	\$30.25	\$5,142.50
30207 - TYPE 'H' CONCRETE CURB & GUTTER - L.F.	3125.00	\$23.05	\$72,031.25
30208 - HAND FORMED CONCRETE CURB & GUTTER (UNDISTRIBUTED) - L.F.	135.00	\$32.15	\$4,340.25
30301 - 5" CONCRETE SIDEWALK - S.F.	8500.00	\$6.23	\$52,955.00
30302 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	10900.00	\$7.85	\$85,565.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	630.00	\$14.00	\$8,820.00
30313 - CONCRETE STEPS - S.F.	20.00	\$20.00	\$400.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	664.00	\$54.00	\$35,856.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	3000.00	\$18.50	\$55,500.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 OR NO. 3 - TON	5200.00	\$20.50	\$106,600.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	300.00	\$105.70	\$31,710.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	1450.00	\$88.50	\$128,325.00
40205 - HMA PAVEMENT 4 MT 58-28 S - TON	800.00	\$86.60	\$69,280.00
40218 - TACK COAT - GAL	350.00	\$3.00	\$1,050.00
40231 - ASPHALT DRIVE & TERRACE (UNDISTRIBUTED) - S.Y.	30.00	\$34.00	\$1,020.00
40301 - FULL WIDTH GRINDING - S.Y.	1800.00	\$8.10	\$14,580.00
40308 - RAMPING SAS (UNDISTRIBUTED) - EACH	20.00	\$350.00	\$7,000.00
40402 - 9 INCH CONCRETE PAVEMENT - S.Y.	320.00	\$89.75	\$28,720.00
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	950.00	\$4.25	\$4,037.50
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	1100.00	\$5.25	\$5,775.00

**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021 AND S. HENRY STREET ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8300

DATE: 4/20/23

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	5250.00	\$3.00	\$15,750.00
60809 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 6-INCH - L.F.	600.00	\$7.50	\$4,500.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	875.00	\$12.00	\$10,500.00
60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	550.00	\$14.00	\$7,700.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	1000.00	\$20.00	\$20,000.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	525.00	\$14.50	\$7,612.50
60819 - PAVEMENT MARKING EPOXY, CURB - L.F.	1100.00	\$7.00	\$7,700.00
60820 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - S.F.	500.00	\$10.00	\$5,000.00
60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	4.00	\$250.00	\$1,000.00
60826 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE & ARROW - EACH	17.00	\$250.00	\$4,250.00
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	4.00	\$275.00	\$1,100.00
60830 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	7.00	\$275.00	\$1,925.00
60831 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT ARROW - EACH	2.00	\$250.00	\$500.00
60832 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT & LEFT ARROW - EACH	6.00	\$300.00	\$1,800.00
60834 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	12.00	\$300.00	\$3,600.00
60835 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING - EACH	3.00	\$1,200.00	\$3,600.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	500.00	\$4.00	\$2,000.00
60882 - PAVEMENT MARKING REMOVAL, 8-INCH - L.F.	100.00	\$5.00	\$500.00
60884 - PAVEMENT MARKING REMOVAL, 18-INCH - L.F.	100.00	\$7.00	\$700.00
60885 - PAVEMENT MARKING REMOVAL, 24-INCH - L.F.	100.00	\$8.00	\$800.00
60887 - PAVEMENT MARKING REMOVAL, SYMBOL, ARROW - EACH	2.00	\$225.00	\$450.00
60888 - PAVEMENT MARKING REMOVAL, SYMBOL, WORD - EACH	2.00	\$225.00	\$450.00
60894 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN - S.F.	5450.00	\$12.50	\$68,125.00
90001 - GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED) - S.Y.	2000.00	\$3.50	\$7,000.00
90002 - 7" COLORED CONCRETE SIDEWALK - S.F.	3200.00	\$12.05	\$38,560.00
90003 - BUS ISLAND CURB & GUTTER - L.F.	350.00	\$47.00	\$16,450.00
90004 - CONCRETE SPLITTER ISLAND - S.F.	240.00	\$13.60	\$3,264.00
90005 - REMOVE OVERHEAD SIGN STRUCTURE - EACH	1.00	\$4,321.00	\$4,321.00
90006 - CANTILEVER OVERHEAD SIGN SUPPORT STRUCTURE - EACH	1.00	\$110,000.00	\$110,000.00
90007 - SIGNS, REFLECTIVE TYPE 1 - S.F.	150.00	\$35.00	\$5,250.00
90008 - FLEXIBLE TUBULAR MARKER POST AND BASE, 36" WHITE - EACH	80.00	\$74.00	\$5,920.00
90009 - TEMPORARY ASPHALT PAVEMENT (UNDISTRIBUTED) - S.Y.	300.00	\$24.55	\$7,365.00
90010 - TEMPORARY CROSSWALK ACCESS - EACH	10.00	\$100.00	\$1,000.00
90011 - REMOVE & SALVAGE BRICK PAVERS - S.F.	20.00	\$15.00	\$300.00
90012 - REMOVE & RELAY STONE MULCH - S.Y.	10.00	\$30.00	\$300.00
90013 - BARK MULCH - S.Y.	20.00	\$20.00	\$400.00
90014 - 5" COLORED CONCRETE SIDEWALK - S.F.	310.00	\$17.65	\$5,471.50
90015 - PAVEMENT MARKING REMOVAL, SKID/SLIP RESISTANT BIKE LANE GREEN - S.F.	500.00	\$6.00	\$3,000.00
90016 - PROVIDE & INSTALL PRAIRIE SEED MIX - S.Y.	90.00	\$4.00	\$360.00
20217 - CLEAR STONE - TON	600.00	\$16.50	\$9,900.00
20311 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	8.00	\$789.00	\$6,312.00
20313 - REMOVE INLET - EACH	21.00	\$654.00	\$13,734.00
20314 - REMOVE PIPE (STORM) - L.F.	235.00	\$34.00	\$7,990.00
20336 - PIPE PLUG - EACH	17.00	\$333.00	\$5,661.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	6.00	\$496.00	\$2,976.00
20503 - ADJUST INLET - EACH	4.00	\$496.00	\$1,984.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$40.00	\$200.00

**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021 AND S. HENRY STREET ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8300  
DATE: 4/20/23

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
21011 - CONSTRUCTION ENTRANCE - EACH	6.00	\$300.00	\$1,800.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$6,495.00	\$6,495.00
21032 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	5.00	\$186.00	\$930.00
21033 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	8.00	\$6.00	\$48.00
21034 - INLET PROTECTION, TYPE C - REMOVE - EACH	5.00	\$30.00	\$150.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	76.00	\$335.00	\$25,460.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	115.00	\$6.00	\$690.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	76.00	\$35.00	\$2,660.00
50204 - UNDERCUT FOR STORM SEWER - C.Y.	100.00	\$145.00	\$14,500.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1812.50	\$0.01	\$18.13
50390 - SEWER ELECTRONIC MARKERS - EACH	78.00	\$55.00	\$4,290.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	209.50	\$92.16	\$19,307.52
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	197.00	\$102.62	\$20,216.14
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	38.50	\$108.51	\$4,177.64
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	55.00	\$245.51	\$13,503.05
50421 - 29 INCH X 45 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	960.50	\$312.02	\$299,695.21
50424 - 43 INCH X 68 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	352.00	\$494.80	\$174,169.60
50455 - STORM SEWER BEND - EACH	2.00	\$3,600.00	\$7,200.00
50723 - 3'X3' STORM SAS - EACH	3.00	\$4,820.00	\$14,460.00
50725 - 5'X5' STORM SAS - EACH	11.00	\$6,381.00	\$70,191.00
50726 - 6'X6' STORM SAS - EACH	1.00	\$9,750.00	\$9,750.00
50727 - SADDLED STORM - EACH	1.00	\$3,500.00	\$3,500.00
50741 - TYPE H INLET - EACH	35.00	\$4,251.00	\$148,785.00
50792 - STORM SEWER TAP - EACH	4.00	\$1,275.00	\$5,100.00
50793 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	3.00	\$1,750.00	\$5,250.00
50794 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	1.00	\$2,150.00	\$2,150.00
50795 - PRIVATE STORM SEWER LATERAL - EACH	2.00	\$2,034.00	\$4,068.00
50801 - UTILITY LINE OPENING (ULO) - EACH	21.00	\$765.00	\$16,065.00
90031 - STORM WATER CONTROL - LUMP SUM	1.00	\$4,321.00	\$4,321.00
90032 - RECONSTRUCT INLET - EACH	3.00	\$1,720.00	\$5,160.00
90033 - SIDEWALK TRENCH DRAIN - EACH	1.00	\$1,940.00	\$1,940.00
90030 - 6'X7' STORM SAS - EACH	6.00	\$9,150.00	\$54,900.00
20311.1 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	4.00	\$789.00	\$3,156.00
20314.1 - REMOVE PIPE (SANITARY) - LF	297.00	\$34.00	\$10,098.00
50202 - DEWATERING TYPE II - LUMP SUM	1.00	\$555.00	\$555.00
50203 - UNDERCUT FOR SANITARY SEWER - C.Y.	100.00	\$249.00	\$24,900.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	2023.00	\$0.01	\$20.23
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	20.00	\$250.00	\$5,000.00
50301 - 8" PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	620.00	\$198.05	\$122,791.00
50302 - 12" PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	349.00	\$220.95	\$77,111.55
50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	1054.00	\$16.40	\$17,285.60
50356 - RECONNECT SANITARY SEWER LATERAL - EACH	35.00	\$5,833.00	\$204,155.00
50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$5,678.00	\$5,678.00
50701 - 4' DIA SAS - EACH	6.00	\$6,581.00	\$39,486.00
50771 - INTERNAL CHIMNEY SEAL - EACH	4.00	\$415.00	\$1,660.00
50791 - SANITARY SEWER TAP - EACH	6.00	\$1,870.00	\$11,220.00
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	6.00	\$720.00	\$4,320.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	30.00	\$128.65	\$3,859.50
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	980.00	\$194.80	\$190,904.00
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	340.00	\$231.80	\$78,812.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	1.00	\$4,026.00	\$4,026.00



**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021 AND S. HENRY STREET ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8300

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**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	6.00	\$4,843.00	\$29,058.00
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	2.00	\$7,023.00	\$14,046.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	2.00	\$8,637.00	\$17,274.00
70053 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	1.00	\$6,494.00	\$6,494.00
70056 - RECONNECT 1-INCH SERVICE LATERAL - EACH	25.00	\$2,892.00	\$72,300.00
70057 - RECONNECT 1 ½-INCH SERVICE LATERAL - EACH	4.00	\$5,113.00	\$20,452.00
70058 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$4,574.00	\$4,574.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	3.00	\$3,315.00	\$9,945.00
70082 - CUT OFF EXISTING WATER MAIN - EACH	5.00	\$2,285.00	\$11,425.00
70090 - ABANDON WATER VALVE BOX - EACH	4.00	\$234.00	\$936.00
70091 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	1.00	\$654.00	\$654.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	18.00	\$125.00	\$2,250.00
70104 - ADJUST WATER VALVE BOX - EACH	16.00	\$234.00	\$3,744.00
70110 - TEMPORARY WATER SUPPLY SYSTEM - LUMP SUM	1.00	\$950.00	\$950.00
70111 - FURNISH & INSTALL ANODE - EACH	1.00	\$700.00	\$700.00
90040 - INSTALL PERMANENT 2-INCH FLUSHING BLOW-OFF - EACH	1.00	\$3,662.00	\$3,662.00
60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	1030.00	\$13.45	\$13,853.50
60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	2280.00	\$9.45	\$21,546.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	2940.00	\$6.00	\$17,640.00
60234 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	285.00	\$3.75	\$1,068.75
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	110.00	\$62.00	\$6,820.00
60261 - ELECTRICAL TRENCH - L.F.	5750.00	\$7.75	\$44,562.50
60269 - FURNISH & INSTALL TRAFFIC SIGNAL CABLE 12-14 AWG - L.F.	2530.00	\$4.90	\$12,397.00
60280 - LOOP DETECTOR LEAD IN WIRE - L.F.	1550.00	\$1.60	\$2,480.00
60296 - FURNISH & INSTALL FIBER OPTIC CABLE 144-COUNT - L.F.	1985.00	\$4.25	\$8,436.25
60409 - CONSTRUCTION OFFSET BASE - EACH	2.00	\$2,250.00	\$4,500.00
60413 - CONSTRUCT TYPE 'P' BASE - EACH	4.00	\$1,870.00	\$7,480.00
60415 - CONSTRUCT LB-3R BASE - EACH	11.00	\$1,170.00	\$12,870.00
60416 - CONSTRUCT LB-8R BASE - EACH	7.00	\$1,345.00	\$9,415.00
60417 - CONSTRUCT TYPE 'GR' BASE - EACH	11.00	\$960.00	\$10,560.00
60423 - REMOVE TRAFFIC SIGNAL BASE - EACH	18.00	\$400.00	\$7,200.00
60427 - REMOVE ELECTRICAL HANDHOLE - EACH	13.00	\$340.00	\$4,420.00
60441 - AUGER CONCRETE ELECTRICAL BASE - EACH	2.00	\$425.00	\$850.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	22.00	\$1,410.00	\$31,020.00
60704 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 3 - EACH	5.00	\$765.00	\$3,825.00
60706 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	1.00	\$1,775.00	\$1,775.00
60708 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH	2.00	\$2,065.00	\$4,130.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	530.00	\$8.35	\$4,425.50
60255 - FURNISH & INSTALL 3 #6 AND 1 #8 WIRES IN EXISTING OR CONTRACTORINSTALLED CONDUIT - L.F.	3760.00	\$10.30	\$38,728.00
60401 - CONSTRUCT LB-1 BASE - EACH	18.00	\$1,060.00	\$19,080.00
60421 - REMOVE STREET LIGHT BASE - EACH	12.00	\$400.00	\$4,800.00
60422 - REMOVE STREET LIGHT POLE - EACH	12.00	\$615.00	\$7,380.00
60501 - INSTALL CITY FURNISHED STREET LIGHT UNIT - EACH	15.00	\$925.00	\$13,875.00
60504 - INSTALL CITY-FURNISHED PEDSETRIAN STREET LIGHT UNIT - EACH	18.00	\$765.00	\$13,770.00
90090 - INSTALL AND MAINTAIN SUPPORT STRUCTURES FOR STREET LIGHTS AND TEMPORARY TRAFFIC SIGNALS - LUMP SUM	1.00	\$117,350.00	\$117,350.00
<b>190 Items</b>	<b>Totals</b>		<b>\$4,298,969.66</b>



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

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

## BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2022 through January 31, 2024.

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

Dec 15, 2021  
DATE

By: Jessica Ryan  
SIGNATURE AND TITLE Corp sec.

**SURETY**

Fidelity and Deposit Company of Maryland  
COMPANY NAME AFFIX SEAL

December 15, 2021  
DATE

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

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

December 15, 2021  
DATE

Nicole Stillings  
AGENT SIGNATURE

1600 Aspen Commons, Suite 990  
ADDRESS

Middleton, WI 53562  
CITY, STATE AND ZIP CODE

608-242-2551  
TELEPHONE NUMBER

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

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R.C. BOWMAN, Ted JORGENSEN, Nicole STILLINGS and C. WHITE, 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 18th day of November, A.D. 2021.



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of November, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

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 15th day of December, 2021.



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.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

## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2022 - January 31, 2024
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

February 1, 2022  
DATE

## SECTION H: AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of May in the year Two Thousand and Twenty-Three between SPEEDWAY SAND & GRAVEL, INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 16, 2023, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### **W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021 AND S. HENRY STREET ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8300**

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 FOUR MILLION TWO HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED SIXTY-NINE AND 66/100 (\$4,298,969.66) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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



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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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


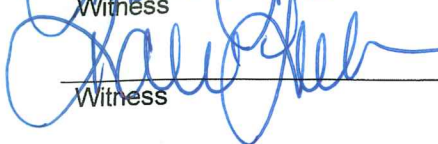
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

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


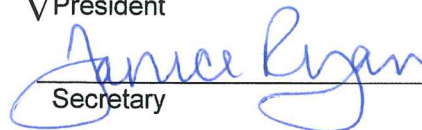
**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021  
AND S. HENRY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8300**

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

Countersigned:


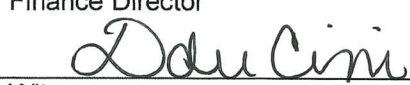
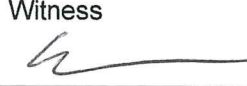
	5/17/2023
Witness	Date
	5/17/2023
Witness	Date

**SPEEDWAY SAND & GRAVEL, INC.**

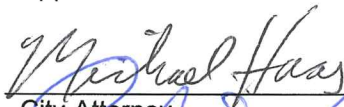

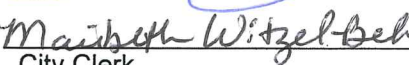
Company Name	
	5/17/2023
V President	Date
	5/17/2023
Secretary	Date

CITY OF MADISON, WISCONSIN

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

	5/26/2023
Finance Director	Date
	5/26/23
Witness	Date
	5-22-23
Witness	Date

Approved as to form:

	5/26/23
City Attorney	Date
	5/26/23
Mayor	Date
	5-22-23
City Clerk	Date



Bond No. 9402478

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FOUR MILLION TWO HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED SIXTY-NINE AND 66/100 (\$4,298,969.66)** 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:

**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021  
AND S. HENRY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8300**

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 18th day of May, 2023

Countersigned:

Kate Gilwe  
Witness

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

Dustin Bith  
V. President

Seal  
NA

Juanice Ryan  
Secretary

Approved as to form:

Michael Hoas  
City Attorney

Fidelity and Deposit Company of Maryland  
Surety Seal

Salary Employee  Commission

By Tina Domask  
Attorney-in-Fact **Tina Domask**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17584644 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 18, 2023  
Date

Tina Domask  
Agent Signature **Tina Domask**



Bond No. 9402478

**SECTION I: PAYMENT AND PERFORMANCE BOND**

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**W. WILSON STREET AND S. BROOM STREET ASSESSMENT DISTRICT - 2021  
AND S. HENRY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8300**

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Signed and sealed this 18th day of May, 2023

Countersigned:

[Signature]  
Witness

[Signature]  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney

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

[Signature]  
✓ President Seal NA

Fidelity and Deposit Company of Maryland  
Surety Seal  
 Salary Employee  Commission

By [Signature]  
Attorney-in-Fact **Tina Domask**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17584644 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 18, 2023  
Date

[Signature]  
Agent Signature **Tina Domask**

## 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 18th day of May, 2023.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577