

Contract Routing Form

ROUTING: Routine

printed on: 04/24/2017

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

Project: Sunset Courts Assessment District - 2017

Contract No.: 7813  
 Enactment No.: RES-17-00318  
 Dollar Amount: 2,146,711.64

File No.: 46642  
 Enactment Date: 04/19/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4.24.17	4/24/17
Director of Civil Rights	4.24.17	4.26.17 <i>FNS</i>
Risk Manager	4.27.17	4/27/17 <i>REN</i>
Finance Director	4.27.17	4/27/17 <i>MCL</i>
City Attorney	522   4-28-17	5-1-2017
Mayor	5.01.17	5.01.17

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

Original + 2 Copies

04/24/2017 10:45:33 enjls - Andrew Zwieg, 266-9219

Dis Rights: OK *(N/A)* / Problem - Hold  
 Prev Wage: *(AA)* Agency / No  
 Contract Value: 2,146,711.64  
 AA Plan: *APPROVED*  
 Amendment / Addendum # *N/A*  
 Type: POS / *(PW)* / Sbdv / Gov't /  
 Grant / *(PW)* / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 46642      Version: 1      Name: Awarding Public Works Contract No. 7813, Sunset Courts Assessment District - 2017.

Type: Resolution      Status: Passed

File created: 3/27/2017      In control: BOARD OF PUBLIC WORKS

On agenda: 4/18/2017      Final action: 4/18/2017

Enactment date: 4/19/2017      Enactment #: RES-17-00318

Title: Awarding Public Works Contract No. 7813, Sunset Courts Assessment District - 2017.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7813.pdf

Date	Ver.	Action By	Action	Result
4/18/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/5/2017	1	BOARD OF PUBLIC WORKS		
3/27/2017	1	Engineering Division	Refer	

In the adopted 2017 capital budget Engineering Major-Streets has budgeted \$8.6 million for the reconstruction of streets with substandard pavement rating and no existing curb and gutter via the Reconstruction Streets capital program (MUNIS 10204). The minor project for Sunset Court is established with sufficient budget authority for the proposed contract (MUNIS 11431). Funding is provided by GO Borrowing and assessments. The proposed resolution awards the contract at an estimated cost of \$2,274,937.

MUNIS:  
11431-402-174

Awarding Public Works Contract No. 7813, Sunset Courts Assessment District - 2017.  
BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions and **subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 7813) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7813  
SUNSET COURTS ASSESSMENT DISTRICT – 2017

SPEEDWAY SAND & GRAVEL, INC.

\$2,146,711.64

Acct. No. 11431-402-170:54410(91350)	\$590,430.15
Contingency 8%±	<u>47,229.85</u>
Sub-Total	\$637,660.00

Acct. No. 11431-402-174:54445(91345)	\$89,759.90
Contingency 8%±	<u>7,180.10</u>
Sub-Total	\$96,940.00

Acct. No. 11431-84-174:54445(91345)	\$483,613.12
Contingency 8%±	<u>38,686.88</u>
Sub-Total	\$522,300.00

Acct. No. 11431-83-173:54445(91345)	\$500,256.47
Contingency 8%±	<u>40,023.53</u>
Sub-Total	\$540,280.00

Acct. No. 11431-86-179:54445(91360)	\$482,652.00
Contingency 8%±	<u>38,608.00</u>
Sub-Total	\$521,260.00

GRAND TOTAL	<u>\$2,318,440.00</u>
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\$2,146,711.64  
FILE

BID OF SPEEDWAY SAND & GRAVEL, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SUNSET COURTS ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7813

MUNIS NO. 11431

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 18, 2017

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

SUNSET COURTS ASSESSMENT DISTRICT - 2017  
CONTRACT NO. 7813

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: az

## 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:	SUNSET COURTS ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	7813
SBE GOAL	5%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	MARCH 17, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	MARCH 17, 2017
BID SUBMISSION (1:00 P.M.)	MARCH 24, 2017
BID OPEN (1:30 P.M.)	MARCH 24, 2017
PUBLISHED IN WSJ	MARCH 10 & 17, 2017

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express ([www.bidexpress.com](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 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 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
| 120 <input type="checkbox"/> House Mover      |  |

Street, Utility and Site Construction

- |   |  |
|---|--|
| 201 <input type="checkbox"/> Asphalt Paving   | 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units  |
| 205 <input type="checkbox"/> Blasting   | 270 <input type="checkbox"/> Retaining Walls, Reinforced Concrete  |
| 210 <input type="checkbox"/> Boring/Pipe Jacking  | 275 <input checked="" type="checkbox"/> Sanitary, Storm Sewer and Water Main Construction                  |
| 215 <input type="checkbox"/> Concrete Paving  | 276 <input type="checkbox"/> Sawcutting  |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Flat Work                    | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp.                                |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work                         | 285 <input type="checkbox"/> Sewer Lining  |
| 222 <input type="checkbox"/> Concrete Removal   | 290 <input type="checkbox"/> Sewer Pipe Bursting   |
| 225 <input type="checkbox"/> Dredging   | 295 <input type="checkbox"/> Soil Borings  |
| 230 <input type="checkbox"/> Fencing  | 300 <input type="checkbox"/> Soil Nailing  |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation                         | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc.                                  |
| 240 <input type="checkbox"/> Grading and Earthwork  | 310 <input checked="" type="checkbox"/> Street Construction  |
| 241 <input type="checkbox"/> Horizontal Saw Cutting of Sidewalk                             | 315 <input type="checkbox"/> Street Lighting   |
| 242 <input type="checkbox"/> Infrared Seamless Patching                                     | 318 <input type="checkbox"/> Tennis Court Resurfacing  |
| 245 <input type="checkbox"/> Landscaping, Maintenance                                       | 320 <input type="checkbox"/> Traffic Signals   |
| 246 <input type="checkbox"/> Ecological Restoration   | 325 <input type="checkbox"/> Traffic Signing & Marking   |
| 250 <input type="checkbox"/> Landscaping, Site and Street                                   | 332 <input type="checkbox"/> Tree pruning/removal  |
| 251 <input type="checkbox"/> Parking Ramp Maintenance                                       | 333 <input type="checkbox"/> Tree, pesticide treatment of  |
| 252 <input type="checkbox"/> Pavement Marking   | 335 <input type="checkbox"/> Trucking  |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing                         | 340 <input type="checkbox"/> Utility Transmission Lines including Natural Gas, Electrical & Communications |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 399 <input type="checkbox"/> Other _____   |
| 262 <input type="checkbox"/> Playground Installer   |  |

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

- |  |   |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 437 <input type="checkbox"/> Metals   |
| 402 <input type="checkbox"/> Building Automation Systems   | 440 <input type="checkbox"/> Painting and Wallcovering                                |
| 403 <input type="checkbox"/> Concrete  | 445 <input type="checkbox"/> Plumbing   |
| 404 <input type="checkbox"/> Doors and Windows   | 450 <input type="checkbox"/> Pump Repair  |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications                             | 455 <input type="checkbox"/> Pump Systems   |
| 410 <input type="checkbox"/> Elevator - Lifts  | 460 <input type="checkbox"/> Roofing and Moisture Protection                          |
| 412 <input type="checkbox"/> Fire Suppression  | 464 <input type="checkbox"/> Tower Crane Operator                                     |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments                             | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems                     |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000               | 465 <input type="checkbox"/> Soil/Groundwater Remediation                             |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000                   | 466 <input type="checkbox"/> Warning Sirens   |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000                           | 470 <input type="checkbox"/> Water Supply Elevated Tanks                              |
| 428 <input type="checkbox"/> Glass and/or Glazing  | 475 <input type="checkbox"/> Water Supply Wells                                       |
| 429 <input type="checkbox"/> Hazardous Material Removal  | 480 <input type="checkbox"/> Wood, Plastics & Composites - Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC)                          | 499 <input type="checkbox"/> Other _____  |
| 433 <input type="checkbox"/> Insulation - Thermal  |   |
| 435 <input type="checkbox"/> Masonry/Tuck pointing   |   |

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/dcr/aaTBDir.cfm](http://www.cityofmadison.com/dcr/aaTBDir.cfm).

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/dcr/aaTBDir.cfm](http://www.cityofmadison.com/dcr/aaTBDir.cfm). 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

### SUNSET COURTS ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7813

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 102.12**      **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

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

The work under this contract shall include, but is not limited to, installation of water main, sanitary sewer, storm sewer, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work on N Sunset Ct, S Sunset Ct, E Sunset Ct and W Sunset Ct are between Mineral Point Rd and Hillcrest Dr. The project is approximately 2800 ft. in length.

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

The purpose of the channel stabilization is to stabilize the erosion in the channel while minimizing the amount of disturbance in the channel, and mimicking a natural appearance. Several stone sizes are specified. The intent is to use decreasing stone sizes as the distance from the storm outfall increases, and therefore, exact transitions between stone sizes are not as significant as achieving a general gradation.

The Contractor shall be prepared to complete the channel stabilization portion of the project with equipment that is appropriately sized to minimize disturbance, meaning the Contractor will be expected to use small excavating equipment to prepare and place the smaller stone sizes along the toe of the channel, as well as grade the smaller banks. Hand placement of some stone may be necessary.

The Contractor shall also complete concrete driveway removal and replacement at 4301 Hillcrest Drive.

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

It is anticipated that the Contractor will need to use multiple crews and may need to work on weekends in order to complete the work under this contract within contract duration. It is also expected that certain items of work will require multiple mobilizations to meet the requirements of the traffic control plan and the restoration and erosion control requirements.

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

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

Work in this contract will require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. As part of the rock excavation, Madison Gas & Electric will relocate gas services, as needed.

City Engineering will be letting a contract to plant and maintain shrubs on the graded banks of the channel. The Contractor shall coordinate access to the site, and if necessary, channel bank grading, with the winning bidder of this contract.

The City of Madison Parks Division will be installing new playground equipment in the Sunset Park starting June 5, 2017. The project is set to be completed by June 30, 2017. The Sunset Park contractor will access the park from S Sunset Court. The Sunset Court reconstruction contractor shall maintain access to the Sunset Park from S Sunset Court for the park construction contractor to complete work in the park. The Sunset Park construction coordinator is Mike Strum. He may be contacted at (608) 267-4921 or [mstrum@cityofmadison.com](mailto:mstrum@cityofmadison.com).

Work under this project will require close coordination with MG&E. The Contractor shall coordinate with MG&E on any gas service relocations or shut-offs in order to complete the rock excavation and trenching work. Contact Shaun Endres with MG&E (252-7224 or [sendres@mge.com](mailto:sendres@mge.com)) a minimum of 1 week notice shall be provided to MG&E prior to starting the rock excavation activities. This work may also impact water services and will also require close coordination with Madison Water Utility along with proper notification to any affected residents as required by the standard specifications.

The gas main located within the project limits is all plastic and looped. There are a handful of steel services that MG&E would like to replace with plastic as part of the project. If potential conflicts require relocation, MG&E will install a window in that location. Contact Shaun Endres with MG&E (252-7224 or [sendres@mge.com](mailto:sendres@mge.com)) a minimum of 3 days notice in order to perform a diggers hotline one call for the area. The window relocation should take 2-3 hours. The gas main that may need relocation due to conflict can be raised or lowered by MG&E's West Road King with little notice. West Road King can be contacted at 608-235-0237. Below is a list of potential gas main conflicts within the Sunset Ct. reconstruction.

There are 5 locations within the Sunset Ct. reconstruction that utility poles are in conflict with proposed construction activities. MG&E will relocate all the poles prior to construction. Contact Rich Parker with MG&E (262-7379 or [RParker@mge.com](mailto:RParker@mge.com)).

#### **SECTION 107.6            DUST PROOFING**

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

#### **SECTION 107.7            MAINTENANCE OF TRAFFIC**

All signing and barricading shall conform with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15c 11-5

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Gretchen Aviles, [gavilespineiro@cityofmadison.com](mailto:gavilespineiro@cityofmadison.com), a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering



Division has approved a traffic control plan and traffic control devices have been installed in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

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

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, 1 working day prior to placement of the plates.

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one work day), upon the Contractor's request.

The Contractor shall not in any manner unnecessarily obstruct the streets or crossings, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

#### **W Sunset Ct/E Sunset Ct/N Sunset Ct/S Sunset Ct**

W Sunset Ct, E Sunset Ct, N Sunset Ct and S Sunset Ct may be closed to through traffic, at the project limits, for the duration of the project.

The Contractor shall maintain access to and from the Sunset Courts neighborhood at all times. There are only 2 possible access points to the neighborhood – W. Sunset Ct. at Hillcrest Dr. and E. Sunset Ct. at Mineral Point Rd. One of these intersections shall remain open at all times in order to maintain local and emergency vehicle access to all properties at all times.

#### **Mineral Point Rd**

The Contractor shall not disrupt eastbound lanes on Mineral Point Rd.

Westbound lane closure during working non peak hour periods is allowed (9:00AM to 3:30PM on weekdays or approved weekends). The Contractor shall maintain one westbound lane of at least eleven (11) feet of width open.

Continuous westbound lane closure is limited to a one (1) week period and only after MMSD academic school year has ended (June 8, 2017). The Contractor shall maintain one westbound lane of at least eleven (11) feet of width open on a paved surface or steel plates. An electronic arrow board shall be provided during lane closure period. The Contractor shall use a message board to announce lane closure seven (7) days prior to the event.

The Contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The Contractor may use drums as a channelizing device to separate traffic from work zone.

The Contractor shall notify (48 hour minimum notice) all residents within the construction limits of this project if the vehicular access is to be cut off to their property.

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

The Contractor shall notify the City of Madison Traffic Operations Section, 266-4767 a minimum of 5 working days prior to opening of a street that has been closed to traffic to permit reinstallation of signs and markings. If landscaping is not complete then the street opening date may be extended to a

minimum of 5 days after the landscaping is completed. If the street is opened before the installation of permanent signing & marking the contractor shall be responsible for all temporary signs & markings as directed by the City Traffic Engineer.

Contact Gretchen Aviles, Traffic Engineering Division, [gavilespineiro@cityofmadison.com](mailto:gavilespineiro@cityofmadison.com), with any questions concerning these traffic control specifications.

#### **SECTION 107.8            NOTIFICATION WHEN CLOSING STREET**

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

#### **SECTION 107.10            OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

#### **SECTION 108.2            PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General 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.

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

The Contractor shall begin work on **MAY 15, 2017**. The total time for completion of this contract is **ONE HUNDRED TWENTY (135) CALENDAR DAYS**.

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

#### **BID ITEM 20101 – EXCAVATION CUT**

Removal of any existing small timber retaining walls or planters, landscaping borders and small shrubs shall be considered incidental to this bid item.

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

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

**BID ITEM 30208 – HAND FORMED CURB & GUTTER (TREE LOCATIONS)**

When placing Hand Formed Curb & Gutter adjacent to existing trees, the Contractor shall minimize the excavation necessary for the curb to be installed. The excavated area shall be limited to a maximum of 6 Inches behind the back of curb. The Contractor shall coordinate work with City Forestry as required by the standard specifications.

**BID ITEM 30451 – BOULDER RETAINING WALL**

**DESCRIPTION**

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to provide and construct a boulder retaining wall as shown in the plan set and in Standard Detail Drawing 2.06.

The retaining wall shall be constructed with glacial field stone that varies in diameter from 30 inches to 12 inches.

Provision and placement of the geotextile filter fabric shall be paid separately. Excavation necessary to construct the retaining wall shall be paid separately.

**METHODS OF MEASUREMENT**

Boulder Retaining Wall shall be measured per Square Foot as measured along the face of wall placed and accepted.

**BASIS OF PAYMENT**

Boulder Retaining Wall shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials and incidentals necessary to complete the work as described above.

**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 2452 feet of new 8" PVC SDR-35/SDR-26 pipe and 1451 feet of new sanitary lateral SDR-35/SDR-26, in order to reconnect 60 sanitary laterals.

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-1050 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. 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 2764 feet of new storm sewer of various sizes ranging from 10" to 54".

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 50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26)**

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to 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.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

#### **BID ITEM 50354 – RECONNECT SANITARY SEWER LATERAL**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconstructions. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

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

With regard to the City of Madison Standard Specifications for Public Works Construction 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. 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.

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

The Water Utility designer for the project is Adam Wiederhoeft. He may be contacted at (608) 266-9121 or [awiederhoeft@madisonwater.org](mailto:awiederhoeft@madisonwater.org).

The proposed water system improvements in this Contract include furnishing and installing approximately 2,800-feet of new water main and associated valves, hydrants and service lateral connections. The new water main installations consist of 8-inch ductile iron (DI) water main within the project limits on North, South, East and West Sunset Ct, with all work located between Hillcrest Drive and Mineral Point Road.

As presented in the geotechnical investigation documents, note that shallow bedrock is to be anticipated along several segments of proposed water main installations in this project. Use caution during rock excavation activities to minimize disturbance and/or damage to nearby properties and/or structures. The Contractor is responsible for any property damage costs or repairs resulting from rock excavation activities. Alternate rock excavation methods such as rotary grinding will be permitted, if warranted, to reduce and minimize potential liabilities resulting from rock excavation located in close proximity to residential/developed properties.

Once the new systems have passed the required pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains (unless the service is to be abandoned). Services will be reconnected to the new main as shown on the plans. Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector and will be paid under BID ITEM: 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL.

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

View the site 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 any proposed 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 directed otherwise by the Water Utility representative.

## **UTILITY PROTECTION, SUPPORT & COORDINATION**

Portions of the water main construction within this project are located in close proximity to, or cross Madison Gas & Electric Co. (MG&E) underground gas distribution mains, electrical distribution poles, and also street lighting/misc. utility poles. Use extreme caution and care when working near these facilities. Adequately protect and support these and all other utilities during water main construction activities. Coordinate, as applicable, with the respective utility owner for inspections and/or utility support requirements. The utility protection and support, including utility coordination is considered incidental to the water main construction.

Note that several segments of proposed sewer installations are located along existing 6-inch water main corridors. Upon abandonment of the existing water mains, any abandoned water main removal work necessary to accommodate construction of the proposed sewer improvements is considered to be incidental to the project.

## **WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:**

WN1	Replace the existing lead service with a new copper service.
WN2	Extend and reconnect the existing copper service to the new water main.
WN3	Existing service to be abandoned when water main is cut-off.
WN4	Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
WN5	Relocate the existing fire hydrant.
WN6	Abandon water valve access structure.
WN7	Furnish and install the new top section for the water access structure.
WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.

**BID ITEM 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL**

Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector. Refer to Section 704.10 - Method of measurement and payment in this contract shall be per each completed service replacement, and also includes abandonment of the existing curb box.

**BID ITEM 90001 – REMOVE BRICK PAVERS (UNDISTRIBUTED)**

**DESCRIPTION**

This bid item includes all work, equipment and incidentals necessary to Remove Brick Pavers. There are existing brick pavers used for driveways or walkways within the limits of the project. The Contractor shall remove the brick pavers in accordance with Article 203 of the City of Madison Standard Specifications. The Contractor shall also remove any base material for the pavers as necessary to allow for proper restoration with topsoil seed or mat or for installation of other driveway material. Removal of the base material shall be considered incidental to this bid item.

**METHOD OF MEASUREMENT**

Remove Brick Pavers (Undistributed) shall be measured by the Square Foot acceptably completed.

**BASIS OF PAYMENT**

Remove Brick Pavers shall be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

**BID ITEM 90002 – REMOVE, SALVAGE & REINSTALL FENCE**

**DESCRIPTION**

This Bid Item includes all labor, equipment, materials and incidentals necessary to Remove, Salvage and Reinstall Fence at the locations indicated on the plans or as directed by the engineer. Work under this bid item applies to chain link fencing at the location specified on the construction plans.

The Contractor shall remove the existing fence, including the posts, without causing any damage to the fencing or posts; if the Contractor causes any damage to the fencing or posts, the damaged portions shall be repaired or replaced at no additional cost to the City. Once removed, the Contractor shall place the fence in the same location as the existing fence prior to construction.

Any area disturbed by removing the fence shall be restored with topsoil, seed and erosion mat, which shall be paid under the appropriate bid items.

**METHOD OF MEASUREMENT**

Remove, Salvage & Reinstall Fence shall be measured by the Linear Foot acceptably completed.

**BASIS OF PAYMENT**

Remove, Salvage & Reinstall Fence, as measured above, shall be paid at the contract unit price which shall be full compensation for labor, equipment, hauling, storage and incidentals necessary to acceptably complete the work as described.

## **BID ITEM 90003 – TREE PROTECTIVE FENCE**

### **DESCRIPTION**

This special provision describes constructing a plastic fence around trees indicated on the plan to be protected or as directed by the engineer. Tree Protective Fence shall be installed a minimum of 5 ft. away from the base of the tree to be protected, but the distance may vary depending on City Forestry review. Protective Fence shall remain in place throughout the project and shall only be removed upon completion or as necessary to complete the work. The Contractor shall maintain the fence as necessary, which may include re-installation if removed to complete work or if damaged. Maintaining the protective fence shall be considered incidental to this bid item.

### **MATERIALS**

Provide notched conventional metal "T" or "U" shaped fence posts.  
Provide fence fabric meeting the following requirements.

Color: International orange (UV stabilized)  
Roll Height: 4 feet

### **CONSTRUCTION**

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at 6 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.  
Overlap two rolls at a post and secure with wire ties.

### **METHOD OF MEASUREMENT**

City Engineering will measure Safety Fence by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities will not be measured and paid again.

### **BASIS OF PAYMENT**

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

## **BID ITEM 90030 – SIDEWALK TRENCH DRAIN**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals necessary to construct a 15' long sidewalk drain in accordance with the City of Madison Standard Detail Drawing 5.7.36 in the Standard Specifications for Public Works Construction and with modifications per the plan set. Rim grades, pipe sizes, and depth of structure shall be as called out on the plan utility sheets or as adjusted by Inspector in the field.

### **METHOD OF MEASUREMENT**

SIDEWALK TRENCH DRAIN shall be measured as each complete unit.



## **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 90031 – STORM BEND**

### **DESCRIPTION**

Where shown on the plan utility sheets, the Contractor shall provide a pipe bend. This bend may be either field constructed or pre-fabricated bend.

Where precast sections are constructed, the bend shall be of like material. The interior of the joint shall be smooth to match the interior of adjoining surfaces.

Where a field poured bend is constructed the bend shall be reinforced with welded wire fabric and shall utilize fiber reinforced concrete in the concrete collar itself. The interior of the joint shall be finished smooth to match the interior of adjoining surfaces.

### **MEATHOD OF MEASUREMENT**

STORM BEND shall be measured as each complete unit. Individual or multiple precast bend sections that are assembled to provide the total angle required will be measured for payment as a single precast bend.

### **BASIS OF PAYMENT**

STORM BEND shall be paid as described above which shall be full compensation for all work, materials, equipment, and incidentals necessary to complete work as described above.

## **BID ITEM 90032 – 54" PIPE PLUG**

### **DESCRIPTION**

This item shall include all work necessary to provide and install a pipe plug for the proposed 54" RCP stub.

### **MEATHOD OF MEASUREMENT**

54" PIPE PLUG shall be measured as each complete unit.

### **BASIS OF PAYMENT**

54" PIPE PLUG shall be measured as described above which shall be full compensation for all work, materials, and incidentals required to complete the work in accordance with the description.

## **BID ITEM 90033 – STREAM CONTROL**

### **DESCRIPTION**

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to manage storm flows in the channel during construction. During rain events, this channel shall be expected to flood rapidly. The Contractor shall also be prepared to manage overland flow from Cherokee Way during heavy rain events.

The Contractor shall not disturb more bank than can be stabilized in the same work day. Additionally, the Contractor shall not work in the channel on days when rain is anticipated. The Contractor shall not

stockpile topsoil, excavated material, or other material that may suspended and transported during rain events. The Contractor shall not store equipment within the channel.

#### **METHODS OF MEASUREMENT**

Stream Control shall be measured as a Lump Sum.

#### **BASIS OF PAYMENT**

Stream Control shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials and incidentals necessary to complete the work in a manner that prevents erosion from the work site during storm events.

#### **BID ITEM 90034 – REMOVE CONCRETE FROM CHANNEL**

##### **DESCRIPTION**

Work under this bid item includes all labor, equipment, materials, and incidentals necessary to remove, transport, and dispose the degrading concrete slabs within the channel. This concrete is currently located between stations 10+25 and 10+75. The quantity of concrete is unknown, as is the presence of rebar or other reinforcing material. The Contractor is encouraged to visit the site prior to bidding.

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

Remove Concrete from Channel shall be measured as a Lump Sum to complete the work as described above.

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

Remove Concrete from Channel 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, hauling, disposal and incidentals required to complete the work as set forth in the description.

#### **BID ITEM 90035 – BRUSHING**

##### **DESCRIPTION**

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove vegetation smaller than 3-inches in diameter from the channel banks. The Contractor shall ONLY remove brush from the existing banks.

All debris created via brushing shall become the property of the Contractor and shall be hauled off site for disposal.

##### **METHODS OF MEASUREMENT**

Brushing shall be measured as a Lump Sum.

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

Brushing shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials and incidentals necessary to complete brushing activities as described above.

**BID ITEM 90036 – 24” GLACIAL FIELD STONE**

**DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the following sizing requirements

<b>Minimum Stone Size</b>	<b>Median Stone Size</b>	<b>Maximum Stone Size</b>
21”	24”	26”

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or “made” stone will not be permitted on site. Stone salvaged from the site shall not be used for installation in this bid item.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications and have a minimum thickness of 24 inches. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid separately under Bid Item 20233. The geotextile fabric shall be placed in a manner that prevents excess material from extending beyond the placed stone. The filter fabric shall not be visible beyond the stone.

**METHOD OF MEASUREMENT**

24” Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

**BASIS OF PAYMENT**

24” Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

**BID ITEM 90037 – 18” GLACIAL FIELD STONE**

**DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the following sizing requirements

<b>Minimum Stone Size</b>	<b>Median Stone Size</b>	<b>Maximum Stone Size</b>
14”	18”	20”

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or “made” stone will not be permitted on site. Stone salvaged from the site shall not be used for installation in this bid item.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications and have a minimum thickness of 18 inches. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid separately under Bid Item 20233. The geotextile fabric shall be placed in a manner that prevents

excess material from extending beyond the placed stone. The filter fabric shall not be visible beyond the stone.

**METHOD OF MEASUREMENT**

18" Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

**BASIS OF PAYMENT**

18" Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

**BID ITEM 90038 – 12" GLACIAL FIELD STONE**

**DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the following sizing requirements

Minimum Stone Size	Median Stone Size	Maximum Stone Size
10"	12"	14"

The material shall be comprised of rounded, durable, glacial fill that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site. Stone salvaged from the site shall not be used for installation in this bid item.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications and have a minimum thickness of 18 inches. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid separately under Bid Item 20233. The geotextile fabric shall be placed in a manner that prevents excess material from extending beyond the placed stone. The filter fabric shall not be visible beyond the stone.

**METHOD OF MEASUREMENT**

12" Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

**BASIS OF PAYMENT**

12" Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

**BID ITEM 90039 – 9" GLACIAL FIELD STONE**

**DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the following sizing requirements

Minimum Stone Size	Median Stone Size	Maximum Stone Size
7"	9"	10"

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site. Stone salvaged from the site shall not be used for installation in this bid item.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications and have a minimum thickness of 18 inches. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid separately under Bid Item 20233. The geotextile fabric shall be placed in a manner that prevents excess material from extending beyond the placed stone. The filter fabric shall not be visible beyond the stone.

#### **METHOD OF MEASUREMENT**

9" Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

#### **BASIS OF PAYMENT**

9" Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

#### **BID ITEM 90040 – #2 WASHED RIVER STONE**

##### **DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and place #2 washed river stone, if necessary, as backfill between the riprap toe and existing channel bed.

#2 Washed River Stone does not need to be underlain with geotextile fabric. This material is to be used as minor backfill, only in areas where replacing and recompacting the original material from the channel bed is not possible.

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

#2 Washed River Stone shall be measured per Ton of material provided, transported, and placed on site.

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

#2 Washed River Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

#### **BID ITEM 90041 – MISCELLANEOUS CHANNEL BED STONES**

##### **DESCRIPTION**

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to salvage, provide, and place miscellaneous stones on the channel bed, in order to mimic natural channel conditions. The stones shall range in diameter from 6 to 18 inches.

Stones salvaged from the existing channel riprap may be used for this bid item, provided the stones are natural, rounded stones that are not fractured or coated in concrete. The stones shall be "randomly" dispersed between stations 10+50 and 11+50, and shall generally decrease in diameter downstream. The stones shall be "set" in the channel bed such that  $\frac{1}{4}$  to  $\frac{1}{2}$  of the stone is buried, if possible.

#### **METHOD OF MEASUREMENT**

Miscellaneous Channel Bed Stones shall be measured per Each stone salvaged or provided, and placed in the field.

#### **BASIS OF PAYMENT**

Miscellaneous Channel Bed Stones shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to salvage and store, or provide stones, as well as place each stone.

#### **BID ITEM 90042 – PROTECT OR REMOVE AND REPLACE CHAIN LINK FENCE**

#### **DESCRIPTION**

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to protect the existing chain link fence along the property line of 224 E. Sunset Court. The Contractor may slightly alter the grading limits if necessary to protect the fence. The placement of the boulder retaining wall shall not be altered.

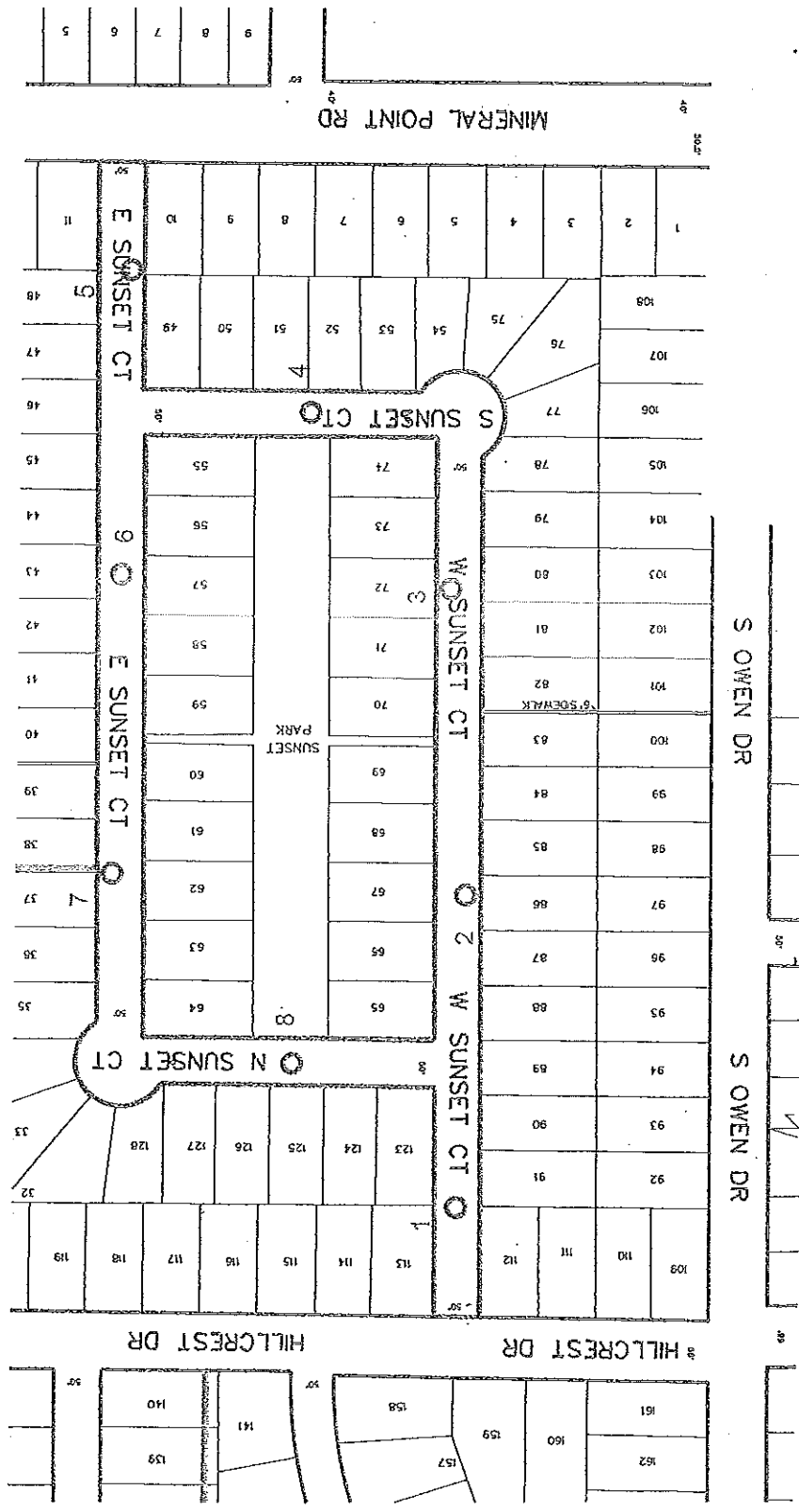
If the chain link fence is damaged in any way during construction, the Contractor shall remove the damaged fence and replace it with fence that matches the existing conditions. If necessary, the Contractor shall be prepared to replace, at a minimum, the entire length of fence, including posts, along the adjacent property line. New fence material and installation shall be approved by the Construction Engineer.

#### **METHOD OF MEASUREMENT**

Protect or Remove and Replace Chain Link Fence shall be paid per Linear Foot.

#### **BASIS OF PAYMENT**

Protect or Remove and Replace Chain Link Fence shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to protect the existing fence, and if necessary, replace the fence adjacent to the channel.



**Legend**

○ Denotes Boring Location (approximate)

**Notes**

1. Soil borings performed by Badger State Drilling in September 2015

**SOIL BORING LOCATION PLAN**  
 Sunset Courts  
 Madison, Wisconsin

DWN: -

APP'D: MNS

Date: 3/16

C15051-13



# LOG OF TEST BORING

Project Sunset Courts  
 W. Sunset: 105' South of Hillcrest, 7' East of Centerline  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-13  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Depth (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					4 in. Asphalt Pavement/6 in. Base Course					
1		8	M	17	FILL: Reddish Brown Clayey Sand					
2		4	M	17	Medium Dense, Brown Fine to Medium SAND Some Silt and Gravel, Scattered Cobbles and Boulders (SM) †					
3		1	M	50/3"	Weathered to Competent, Brown to Light Brown Sandy Dolomitic Limestone BEDROCK					
					End Boring at 7 ft Due to Auger Refusal on Competent Bedrock					
					Backfilled with Soil Cuttings and Asphalt Patch					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/21/15</u> End <u>9/21/15</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>D-120</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	





# LOG OF TEST BORING

Project Sunset Courts  
 Location W. Sunset: 150' South of N. Sunset, 7' East of Centerline  
Madison, WI

Boring No. 2  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-13  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					X	6 in. Asphalt Pavement/10 in. Base Course				
1		4	M	11		FILL: Brown Silty Sand, Clay and Gravel				
2		14	M	15		Medium Dense, Reddish-Brown to Brown Fine to Medium SAND, Some Silt, Gravel and Clay, Scattered Cobbles (SM/SC)				
3		16	M	35		Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4		10	M	64/10 <sup>1</sup>						
5		10	M	67/11 <sup>1</sup>						
End Boring at 15 ft										
Backfilled with Bentonite Chips and Asphalt Patch										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <u>∇</u> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/23/15</u> End <u>9/23/15</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>D-120</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Sunset Courts  
 W. Sunset: 200' North of S. Sunset, 6' East of Centerline  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-13  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE P E	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					5	X X	6 in. Asphalt Pavement/12-in. Base Course				
1	█	12	M	9	5	/ /	Hard, Brown Lean CLAY (CL)				
2	█	14	M	11	5	/ /	(4.0+)				
3	█	16	M	14	5	. . .	Medium Dense, Light Brown Fine SAND, Trace Silt (SP)				
4	█	14	M	45	10	. . .	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
5	█	18	M	22	15	. . .	End Boring at 15 ft				
					15	. . .	Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW      Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/23/15</u> End <u>9/23/15</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>D-120</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Sunset Courts  
 S. Sunset: 175' East of W. Sunset, 6' North of Centerline  
 Location Madison, WI

Boring No. 4  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-13  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	w	LL	PL
					5 in. Asphalt Pavement/10 in. Base Course					
1		0	M	5	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
2		14	M	6						
3		14	M	14						
4		14	M	15						
5		16	M	24						
					End Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/23/15</u> End <u>9/23/15</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>D-120</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Sunset Courts  
 Location Sunset: 120' North of Mineral Point, 7' West of Centerline  
Madison, WI

Boring No. 5  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-13  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	6 in. Asphalt Pavement/6 in. Base Course				
1	█	12	M	10	10	FILL: Dark Brown and Brown Clay				
					10	Very Stiff, Brown Lean CLAY (CL)				
2	█	14	M	11	11					
					11	Loose, Dark Brown Clayey Fine SAND (SC)				
3	█	14	M	5	5					
					15	Loose to Medium Dense, Reddish-Brown to Brown Fine to Medium SAND, Some Silt, Gravel and Clay, Scattered Cobbles (SM/SC)				
4	█	18	M	10	10					
					17	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
5	█	18	M	17	17					
End Boring at 15 ft										
Backfilled with Bentonite Chips and Asphalt Patch										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW      Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/21/15</u> End <u>9/21/15</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>D-120</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>

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



# LOG OF TEST BORING

Project Sunset Courts  
 E. Sunset: 160' North of S. Sunset, 7' West of Centerline  
 Location Madison, WI

Boring No. 6  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-13  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	6 in. Asphalt Pavement/5 in. Base Course				
1AS	█	0	M	10	10	FILL: Dark Brown Silty Sand				
2	█	14	M	8	8	Loose, Reddish-Brown to Brown Fine to Medium SAND, Some Silt, Gravel and Clay, Scattered Cobbles (SM/SC)				
3	█	16	M	9	9	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4	█	16	M	24	24					
5	█	2	M	42	42					
End Boring at 15 ft										
Backfilled with Bentonite Chips and Asphalt Patch										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/21/15</u> End <u>9/21/15</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>D-120</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Sunset Courts  
 E. Sunset: 160' South of N. Sunset, 7' West of Centerline  
 Location Madison, WI

Boring No. 7  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-13  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	PTH E (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	w	LL	PL	LI
					5	6 in. Asphalt Pavement/4 in. Base Course					
1		10	M	10	10	Hard, Brown Lean CLAY (CL)					(4.0+)
2		12	M	8	8	Loose, Brown Clayey Fine SAND (SC)					
3		16	M	9	9	Loose, Reddish-Brown to Brown Fine to Medium SAND, Some Silt, Gravel and Clay, Scattered Cobbles (SM/SC)					
4		14	M	24	24	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
5		3	M	88/8"	15	Weathered to Competent, Brown to Light Tan Sandy Dolomitic Limestone BEDROCK					
End Boring at 15 ft											
Backfilled with Bentonite Chips and Asphalt Patch											

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW      Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/21/15</u> End <u>9/21/15</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>D-120</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Sunset Courts  
 N. Sunset: 210' East of W. Sunset, 5' South of Centerline  
 Location Madison, WI

Boring No. 8  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-13  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0					
IAS		0	M	8	0					
					2.5					
					5					
2		8	M	57/10 <sup>1</sup>	5					
					10					
					15					
					20					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW    Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/21/15</u> End <u>9/21/15</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>D-120</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	

**LOG OF TEST BORING**  
General Notes

**DESCRIPTIVE SOIL CLASSIFICATION**

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders.....	Larger than 12".....	Larger than 12"
Cobbles.....	3" to 12".....	3" to 12"
Gravel: Coarse.....	¾" to 3".....	¾" to 3"
Fine.....	4.76 mm to ¾".....	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium.....	0.42 to mm to 2.00 mm.....	#40 to #10
Fine.....	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm.....	Smaller than #200
Clay.....	Smaller than 0.005 mm.....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

- Physical Characteristics  
Color, moisture, grain shape, fineness, etc.
- Major Constituents  
Clay, silt, sand, gravel
- Structure  
Laminated, varved, fibrous, stratified, cemented, fissured, etc.
- Geologic Origin  
Glacial, alluvial, eolian, residual, etc.

Relative Density

Term	"N" Value
Very Loose.....	0 - 4
Loose.....	4 - 10
Medium Dense.....	10 - 30
Dense.....	30 - 50
Very Dense.....	Over 50

Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little.....	5% - 12%
Some.....	12% - 35%
And.....	35% - 50%

Consistency

Term	q <sub>u</sub> -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat...	More than 50%

Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

**SYMBOLS**

Drilling and Sampling

- CS - Continuous Sampling
- RC - Rock Coring: Size AW, BW, NW, 2"W
- RQD - Rock Quality Designation
- RB - Rock Bit/Roller Bit
- FT - Fish Tail
- DC - Drove Casing
- C - Casing: Size 2 ½", NW, 4", HW
- CW - Clear Water
- DM - Drilling Mud
- HSA - Hollow Stem Auger
- FA - Flight Auger
- HA - Hand Auger
- COA - Clean-Out Auger
- SS - 2" Dia. Split-Barrel Sample
- 2ST - 2" Dia. Thin-Walled Tube Sample
- 3ST - 3" Dia. Thin-Walled Tube Sample
- PT - 3" Dia. Piston Tube Sample
- AS - Auger Sample
- WS - Wash Sample
- PTS - Peat Sample
- PS - Pitcher Sample
- NR - No Recovery
- S - Sounding
- PMT - Borehole Pressuremeter Test
- VS - Vane Shear Test
- WPT - Water Pressure Test

Laboratory Tests

- q<sub>a</sub> - Penetrometer Reading, tons/sq ft
- q<sub>u</sub> - Unconfined Strength, tons/sq ft
- W - Moisture Content, %
- LL - Liquid Limit, %
- PL - Plastic Limit, %
- SL - Shrinkage Limit, %
- LI - Loss on Ignition
- D - Dry Unit Weight, lbs/cu ft
- pH - Measure of Soil Alkalinity or Acidity
- FS - Free Swell, %

Water Level Measurement

- ▽ - Water Level at Time Shown
- NW - No Water Encountered
- WD - While Drilling
- BCR - Before Casing Removal
- ACR - After Casing Removal
- CW - Cave and Wet
- CM - Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.



# CGC, Inc.

Madison - Milwaukee



# Unified Soil Classification System

## UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART



### COARSE-GRAINED SOILS

(more than 50% of material is larger than No. 200 sieve size)



#### Clean Gravels (Less than 5% fines)

GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size		GW	Well-graded gravels, gravel-sand mixtures, little or no fines
		GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines



#### Gravels with fines (More than 12% fines)

		GM	Silty gravels, gravel-sand-silt mixtures
		GC	Clayey gravels, gravel-sand-clay mixtures

#### Clean Sands (Less than 5% fines)


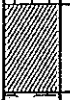





SANDS 50% or more of coarse fraction smaller than No. 4 sieve size		SW	Well-graded sands, gravelly sands, little or no fines
		SP	Poorly graded sands, gravelly sands, little or no fines

#### Sands with fines (More than 12% fines)

		SM	Silty sands, sand-silt mixtures
		SC	Clayey sands, sand-clay mixtures

### FINE-GRAINED SOILS

(50% or more of material is smaller than No. 200 sieve size.)

SILTS AND CLAYS Liquid limit less than 50%		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL	Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH	Inorganic clays of high plasticity, fat clays
		OH	Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS		PT	Peat and other highly organic soils

## LABORATORY CLASSIFICATION CRITERIA

GW  $C_u = \frac{D_{60}}{D_{10}}$  greater than 4;  $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$  between 1 and 3

GP Not meeting all gradation requirements for GW

GM Atterberg limits below "A" line or P.I. less than 4  
 GC Atterberg limits above "A" line or P.I. greater than 7  
 Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

SW  $C_u = \frac{D_{60}}{D_{10}}$  greater than 4;  $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$  between 1 and 3

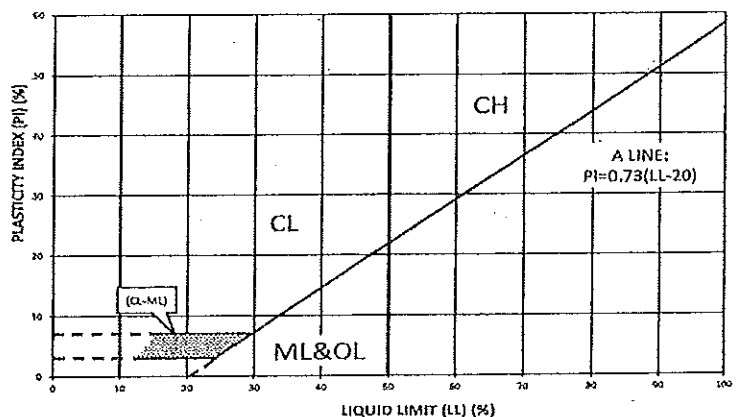
SP Not meeting all gradation requirements for GW

SM Atterberg limits below "A" line or P.I. less than 4  
 SC Atterberg limits above "A" line with P.I. greater than 7  
 Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent ..... GW, GP, SW, SP  
 More than 12 percent ..... GM, GC, SM, SC  
 5 to 12 percent ..... Borderline cases requiring dual symbols

### PLASTICITY CHART



**Table 1  
Gradation of Special Fill Materials**

Material	WisDOT Section 311	WisDOT Section 312	WisDOT Section 305			WisDOT Section 209		WisDOT Section 210
	Breaker Run	Select Crushed Material	3-in. Dense Graded Base	1 1/4-in. Dense Graded Base	3/4-in. Dense Graded Base	Grade 1 Granular Backfill	Grade 2 Granular Backfill	Structure Backfill
Sieve Size	Percent Passing by Weight							
6 in.	100							
5 in.		90-100						
3 in.			90-100					100
1 1/2 in.		20-50	60-85					
1 1/4 in.				95-100				
1 in.					100			
3/4 in.			40-65	70-93	95-100			
3/8 in.				42-80	50-90			
No. 4			15-40	25-63	35-70	100 (2)	100 (2)	25-100
No. 10		0-10	10-30	16-48	15-55			
No. 40			5-20	8-28	10-35	75 (2)		
No. 100						15 (2)	30 (2)	
No. 200			2-12	2-12	5-15	8 (2)	15 (2)	15 (2)

**Notes:**

- Reference: Wisconsin Department of Transportation *Standard Specifications for Highway and Structure Construction*.
- Percentage applies to the material passing the No. 4 sieve, not the entire sample.
- Per WisDOT specifications, both breaker run and select crushed material can include concrete that is 'substantially free of steel, building materials and other deleterious material'.

**Table 2  
Compaction Guidelines**

Area	Percent Compaction (1)	
	Clay/Silt	Sand/Gravel
<b><u>Within 10 ft of building lines</u></b>		
Footing bearing soils	93 - 95	95
Under floors, steps and walks		
- Lightly loaded floor slab	90	90
- Heavily loaded floor slab and thicker fill zones	92	95
<b><u>Beyond 10 ft of building lines</u></b>		
Under walks and pavements		
- Less than 2 ft below subgrade	92	95
- Greater than 2 ft below subgrade	90	90
Landscaping	85	90

**Notes:**

- Based on Modified Proctor Dry Density (ASTM D 1557)



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)

**Assistant City Engineer**  
Michael R. Dailey, P.E.

**Principal Engineer 2**  
Gregory T. Fries, P.E.  
Christopher J. Petykowski, P.E.

**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Eric L. Dundee, P.E.  
John S. Fahmey, P.E.

**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager

**Operations Manager**  
Kathleen M. Cryan

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

**Financial Manager**  
Steven B. Danner-Rivers

March 17, 2017

NOTICE OF ADDENDUM  
ADDENDUM NO. 1  
CONTRACT NO. 7813

SUNSET COURTS – ASSESSMENT DISTRICT 2017

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

**SPECIAL PROVISIONS:**

**EDITS TO SECTION 109.2 PROSECUTION OF WORK**

CHANGE THE LAST SENTENCE OF THE FIRST (1<sup>ST</sup>) PARAGRAPH TO:

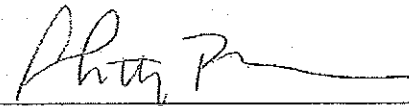
The total time for completion of this contract is **ONE HUNDRED THIRTY-FIVE (135) CALENDAR DAYS.**

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 this document 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 to receive the material by another route.

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

RFP:ajz



SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE - SUNSET COURS ASSESMENT DISTRICT - 2017

CONTRACT NO. 7813

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 - 2017 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 to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of Middleton State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

*Vice Pres.*

TITLE, IF ANY

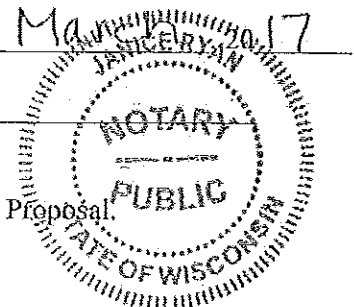
Sworn and subscribed to before me this 24th day of March 2017.

*Janice Ryan*

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 10-22-17

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



**Contract 7813 -- Speedway Sand & Gravel, Inc.**

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

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

Method of Submittal for BVC (click in box below to choose) \*

I will submit Bid Express fillable online form (BVC).

**Best Value Contracting**

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

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

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

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

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

CONTRACT NO. 7813

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. Middleton, WI 53562
Telephone Number:	608-836-1071
Fax Number:	608-836-7485
Contact Person/Title:	Jeremy Hillebrand Estimator / Project Manger

Prime Bidder Certification

Name:	John Czerpinski
Title:	Vice President
Company:	Speedway Sand & Gravel

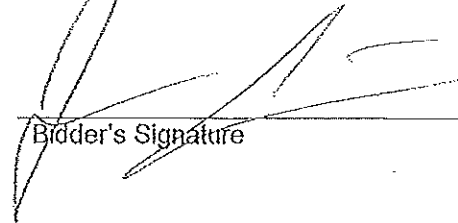
I certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.



Witness' Signature

3-24-17

Date



Bidder's Signature



**CONTRACT NO. 7813**

**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
JR's Construction & Landscaping	Landscaping	2 %
Neil Schlough Trucking, LLC	Trucking	3 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>5</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%)

**Total Percentage of SBE Utilization:** 5 %.

SUNSET COURTS ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7813

DATE: 3/24/17

Speedway Sand & Gravel,  
Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,500.00	\$4,500.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	7.00	\$25.00	\$175.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	7.00	\$100.00	\$700.00
10801.0 - ROOT CUTTING - CURB & GUTTER - L.F.	130.00	\$3.00	\$390.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$132,330.00	\$132,330.00
20101.0 - EXCAVATION CUT C.Y.	4911.00	\$19.83	\$97,385.13
20130.0 - UNDERDRAIN - L.F.	600.00	\$14.75	\$8,850.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	1400.00	\$2.50	\$3,500.00
20219.0 - BREAKER RUN - TON	1000.00	\$5.00	\$5,000.00
20221.0 - TOPSOIL - S.Y.	4565.00	\$4.00	\$18,260.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	160.00	\$1.50	\$240.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	15.00	\$10.00	\$150.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	8400.00	\$1.75	\$14,700.00
20401.0 - CLEARING - I.D.	479.00	\$20.85	\$9,987.15
20402.0 - GRUBBING - I.D.	479.00	\$10.75	\$5,149.25
20701.0 - TERRACE SEEDING - S.Y.	4565.00	\$1.00	\$4,565.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	4000.00	\$1.80	\$7,200.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	5000.00	\$14.80	\$74,000.00
30203.0 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	340.00	\$19.00	\$6,460.00
30208.0 - HAND FORMED CURB & GUTTER (TREE LOCATIONS) - L.F.	130.00	\$25.00	\$3,250.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	1575.00	\$5.25	\$8,268.75
30302.0 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	8400.00	\$5.50	\$46,200.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	48.00	\$26.00	\$1,248.00
40101.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	2400.00	\$9.00	\$21,600.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	1600.00	\$15.00	\$24,000.00
40201.0 - HMA PAVEMENT TYPE E-0.3 - TON	1400.00	\$61.20	\$85,680.00
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	860.00	\$15.00	\$12,900.00
90001.0 - REMOVE BRICK PAVERS (UNDISTRIBUTED) - S.F.	200.00	\$2.50	\$500.00
90002.0 - REMOVE, SALVAGE & REINSTALL FENCE - L.F.	20.00	\$50.00	\$1,000.00
90003.0 - TREE PROTECTIVE FENCE - L.F.	14.00	\$8.00	\$112.00
20217.0 - CLEAR STONE - TON	600.00	\$5.00	\$3,000.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$425.00	\$2,125.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$200.00	\$200.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$200.00	\$200.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$1,500.00	\$1,500.00
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	1.00	\$200.00	\$200.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	25.00	\$250.00	\$6,250.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	50.00	\$2.00	\$100.00
21019.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	50.00	\$2.00	\$100.00

SUNSET COURTS ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7813

DATE: 3/24/17

Speedway Sand & Gravel,  
Inc.

Item	Quantity	Price	Extension
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	5.00	\$70.00	\$350.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	10.00	\$50.00	\$500.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	5.00	\$45.00	\$225.00
21046.0 - INLET PROTECTION TYPE A - PROVIDE & INSTALL - EACH	1.00	\$125.00	\$125.00
21047.0 - INLET PROTECTION TYPE A - MAINTAIN - EACH	1.00	\$70.00	\$70.00
21048.0 - INLET PROTECTION TYPE A - REMOVE - EACH	1.00	\$45.00	\$45.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	20.00	\$165.00	\$3,300.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	40.00	\$65.00	\$2,600.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	20.00	\$30.00	\$600.00
21061.0 - EROSION MATTING, CLASS I URBAN TYPE A - S.Y.	565.00	\$2.60	\$1,469.00
50390.0 - SEWER ELECTRONIC MARKERS (STORM) - EACH	1.00	\$50.00	\$50.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	127.00	\$66.11	\$8,395.97
50442.0 - 10 INCH TYPE III STORM SEWER PIPE - L.F.	135.00	\$60.73	\$8,198.55
50443.0 - 12 INCH TYPE III STORM SEWER PIPE - L.F.	11.00	\$65.58	\$721.38
50741.0 - TYPE "H" INLET - EACH	10.00	\$2,854.00	\$28,540.00
50767.0 - TERRACE INLET TYPE 2 - EACH	2.00	\$6,065.00	\$12,130.00
50768.0 - TERRACE INLET TYPE 3 - EACH	2.00	\$2,970.00	\$5,940.00
20233.0 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	170.00	\$12.00	\$2,040.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	5.00	\$450.00	\$2,250.00
20313.0 - REMOVE INLET - EACH	2.00	\$375.00	\$750.00
20314.1 - REMOVE PIPE (STORM) - L.F.	239.00	\$20.00	\$4,780.00
21052.0 - POLYMER STABILIZATION - S.Y.	640.00	\$0.80	\$512.00
21073.0 - EROSION MATTING, CLASS II, TYPE C - ORGANIC - S.Y.	425.00	\$6.40	\$2,720.00
30451.0 - BOULDER RETAINING WALL - S.F.	450.00	\$25.00	\$11,250.00
50201.0 - ROCK EXCAVATION (UNDISTRIBUTED) - C.Y.	1965.00	\$1.00	\$1,965.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	2752.00	\$0.10	\$275.20
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	74.00	\$69.11	\$5,114.14
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	71.50	\$79.96	\$5,717.14
50407.0 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	16.00	\$99.72	\$1,595.52
50409.0 - 36 INCH TYPE I RCP STORM SEWER PIPE - L.F.	407.50	\$120.10	\$48,940.75
50411.0 - 48 INCH TYPE I RCP STORM SEWER PIPE - L.F.	130.00	\$168.30	\$21,879.00
50412.0 - 54 INCH TYPE I RCP STORM SEWER PIPE - L.F.	918.50	\$194.22	\$178,391.07
50433.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	251.00	\$57.78	\$14,502.78
50434.0 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	381.50	\$60.87	\$23,221.91
50435.0 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	229.00	\$68.12	\$15,599.48
50468.0 - 36 INCH RCP AE - EACH	1.00	\$1,550.00	\$1,550.00
50499.0 - CONCRETE COLLAR - EACH	1.00	\$400.00	\$400.00
50608.0 - 36 INCH RCP AE GATE - EACH	1.00	\$1,580.00	\$1,580.00
50723.0 - 3'X3' STORM SAS - EACH	5.00	\$2,492.00	\$12,460.00
50724.0 - 4'X4' STORM SAS - EACH	4.00	\$3,132.00	\$12,528.00
50725.0 - 5'X5' STORM SAS - EACH	2.00	\$4,452.00	\$8,904.00
50726.0 - 6'X6' STORM SAS - EACH	6.00	\$9,382.00	\$56,292.00
50792.0 - STORM SEWER TAP - EACH	1.00	\$750.00	\$750.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	16.00	\$600.00	\$9,600.00

SUNSET COURTS ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7813  
 DATE: 3/24/17

Speedway Sand & Gravel,  
 Inc.

Item	Quantity	Price	Extension
90030.0 - SIDEWALK TRENCH DRAIN - EACH	1.00	\$3,650.00	\$3,650.00
90031.0 - STORM BEND - EACH	1.00	\$850.00	\$850.00
90032.0 - 54" PIPE PLUG - EACH	1.00	\$1,250.00	\$1,250.00
90033.0 - STREAM CONTROL - LUMP SUM	1.00	\$1,000.00	\$1,000.00
90034.0 - REMOVE CONCRETE FROM CHANNEL - LUMP SUM	1.00	\$2,050.00	\$2,050.00
90035.0 - BRUSHING - LUMP SUM	1.00	\$500.00	\$500.00
90036.0 - 24-INCH GLACIAL FIELD STONE - TONS	55.00	\$120.00	\$6,600.00
90037.0 - 18-INCH GLACIAL FIELD STONE - TONS	32.00	\$120.00	\$3,840.00
90038.0 - 12-INCH GLACIAL FIELD STONE - TONS	23.00	\$125.00	\$2,875.00
90039.0 - 9-INCH GLACIAL FIELD STONE - TONS	35.00	\$130.00	\$4,550.00
90040.0 - #2 WASHED RIVER STONE - TONS	30.00	\$55.00	\$1,650.00
90041.0 - MISCELLANEOUS CHANNEL BED STONES - EACH	30.00	\$100.00	\$3,000.00
90042.0 - PROTECT OR REMOVE AND REPLACE CHAIN LINK FENCE - L.F.	125.00	\$20.00	\$2,500.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	10.00	\$450.00	\$4,500.00
20314.0 - REMOVE PIPE (SANITARY) - L.F.	12.00	\$40.00	\$480.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	3902.00	\$0.10	\$390.20
50301.0 - 8 INCH PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	2451.00	\$99.27	\$243,310.77
50353.0 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	1451.00	\$57.50	\$83,432.50
50355.0 - RECONNECT SANITARY SEWER LATERAL - EACH	60.00	\$2,080.00	\$124,800.00
50357.0 - COMPRESSION COUPLING - EACH	2.00	\$294.00	\$588.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$2,000.00	\$2,000.00
50701.0 - 4' DIA SAS - EACH	10.00	\$3,185.00	\$31,850.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	1.00	\$425.00	\$425.00
50390.0 - SEWER ELECTRONIC MARKERS (SANITARY) - EACH	138.00	\$30.00	\$4,140.00
50791.0 - SANITARY SEWER TAP - EACH	3.00	\$1,280.00	\$3,840.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	100.00	\$112.93	\$11,293.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	2800.00	\$101.97	\$285,516.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	1.00	\$1,865.00	\$1,865.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	16.00	\$2,425.00	\$38,800.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	7.00	\$4,735.00	\$33,145.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	4.00	\$2,385.00	\$9,540.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	60.00	\$1,393.00	\$83,580.00
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$3,430.00	\$3,430.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	2.00	\$2,400.00	\$4,800.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	2.00	\$1,780.00	\$3,560.00
70090.0 - ABANDON WATER VALVE BOX - EACH	10.00	\$150.00	\$1,500.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	232.00	\$19.00	\$4,408.00
70104.0 - ADJUST WATER VALVE BOX - EACH	2.00	\$200.00	\$400.00
<b>121 Items</b>	<b>Totals</b>		<b>\$2,146,711.64</b>



Department of Public Works  
**City Engineering Division**

Larry D. Nelson, P.E.  
City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
608 264 9275 FAX  
1 866 704 2315 Textnet

608 266 4751

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

Principal Engineers  
Michael R. Dalley, P.E.  
Christina M. Bachmann, P.E.  
John S. Fahrney, P.E.  
Gregory T. Fries, P.E.

Facilities & Sustainability  
Jeanne E. Hoffman, Manager  
James C. Whitney, A.I.A.

Operations Supervisor  
Kathleen M. Cryan

Hydrogeologist  
Joseph L. DeMoreff, P.G.

GIS Manager  
David A. Davis, R.L.S.

Financial Officer  
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 America

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, 2016 through January 31, 2018.

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. 11-16-2015  
COMPANY NAME AFFIX SEAL DATE

By: [Signature]  
SIGNATURE AND TITLE  
John Czerepinski, V.P.

**SURETY**

Fidelity and Deposit Company of America 11-16-2015  
COMPANY NAME AFFIX SEAL DATE

By: [Signature]  
SIGNATURE AND TITLE Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2530156 for the year 2016, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-16-2015  
DATE

Liz Mosca  
AGENT

PO Box 259408  
ADDRESS

Madison, WI 53725  
CITY, STATE AND ZIP CODE

608-252-9674  
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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, 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 Judith A. WALKER, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER and Elizabeth MOSCA, all of Madison, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

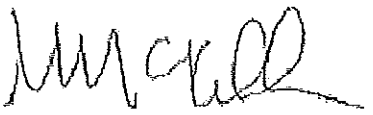
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

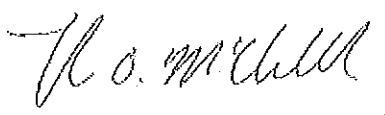
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of August, A.D. 2015.

ATTEST:

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



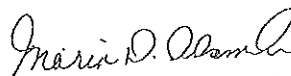
By:   
Secretary  
Michael McKibben

  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 24th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, 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.



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019



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 16 day of November, 2015.



Michael Bond, Vice President



## SECTION H: AGREEMENT

THIS AGREEMENT made this 19 day of APRIL in the year Two Thousand and Seventeen between SPEEDWAY SAND & GRAVEL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted APRIL 18, 2017, 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:

### SUNSET COURTS ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7813

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 TWO MILLION ONE HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED ELEVEN AND 64/100 (\$2,146,711.64) 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 five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
  1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

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

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

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

SUNSET COURTS ASSESSMENT DISTRICT - 2017  
CONTRACT NO. 7813

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

[Signature] 4/19/17  
Witness Date  
[Signature] 4/19/17  
Witness Date

SPEEDWAY SAND & GRAVEL, INC.  
Company Name  
[Signature] 4/19/17  
President Date  
[Signature] 4/19/17  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]  
Finance Director

[Signature]  
City Attorney

Signed this 1st day of May, 2017

[Signature]  
Witness

[Signature] 01 May 2017  
Mayor Date

[Signature]  
Witness

[Signature] FOR 4.24.17  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC., as principal, and Fidelity and Deposit Company of Maryland

Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO MILLION ONE HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED ELEVEN AND 64/100 (\$2,146,711.64) 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:

**SUNSET COURTS ASSESSMENT DISTRICT - 2017  
CONTRACT NO. 7813**

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 19th day of April, 2017

Countersigned:

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

[Signature]  
V. President Seal LA

Witness: [Signature]

Secretary: [Signature]

Approved as to form:

Fidelity and Deposit Company of Maryland

Surety Seal  
 Salary Employee  Commission

By [Signature]  
Attorney-in-Fact, Elizabeth Mosca

[Signature]  
City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 12305256 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 19, 2017  
Date

[Signature]  
Agent Signature

**SIGN  
HERE**

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, 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 **Judith A. WALKER, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER and Elizabeth MOSCA, all of Madison, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of April, A.D. 2016.

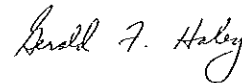
ATTEST:

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



By: 

*Secretary  
Michael McKibben*

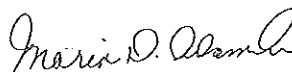


*Vice President  
Gerald F. Haley*

State of Maryland  
County of Baltimore

On this 20th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, 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.



*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019*



**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 19 day of April, 2017.



A handwritten signature in black ink, appearing to read "Michael Bond".

Michael Bond, Vice President