

\$1,064,572.13
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HAWKS LANDING FLOOD MITIGATION SOUTH - 2019

CONTRACT NO. 8421

MUNIS NO. 11857

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 16, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**HAWKS LANDING FLOOD MITIGATION SOUTH - 2019
CONTRACT NO. 8421**

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Available in Bid Express:

Exhibit A: Lift Station Site Plan and related reference material

This Proposal, and Agreement have
been prepared by:

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



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

RFP: ls

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:	HAWKS LANDING FLOOD MITIGATION SOUTH - 2019
CONTRACT NO.:	8421
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	JUNE 14, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JUNE 13, 2019
BID SUBMISSION (2:00 P.M.)	JUNE 20, 2019
BID OPEN (2:30 P.M.)	JUNE 20, 2019
PUBLISHED IN WSJ	JUNE 6 & 13, 2019

SBE 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. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

HAWKS LANDING FLOOD MITIGATION SOUTH - 2019 CONTRACT NO. 8421

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

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

SECTION 102.11 **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

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

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on Thursday, July 18, 2019**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday, July 17, 2019.

ARTICLE 104 **SCOPE OF WORK**

This flood mitigation project consists of the following: demolition and reconstruction of street, curb and gutter, sidewalk and terrace from an intersection in Hawks Landing, removal of approximately 450 LF of 43"x68" horizontal elliptical reinforced concrete pipe (HERCP), removal of approximately 171 LF of round reinforced concrete pipe (RCP), removal of storm sewer structures along the pipe, installation of approximately 620 LF of 4'x8' reinforced concrete box culvert (RCBC), installation of a new wingwall and gate in a stormwater pond, excavation of a drainage swale, installation of a new wingwall and gate in the swale, installation of new storm sewer structures and connection of the new storm sewer system to the existing system.

SECTION 104.6 **DECREASED AND DELETED ITEMS**

The Contract shall be phased based on the City of Madison's ability to acquire necessary land south of 1842 and 1834 Shady Point Dr. If the City is unable to acquire that land, work included in this Contract may be deleted or delayed to spring of 2020.

SECTION 105.12 **COOPERATION BY THE CONTRACTOR**

The City of Madison is not aware of other projects taking place in the vicinity of this project.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, signs, utilities, traffic signals, street lights, pedestrian flashers and any other structures or amenities that are not indicated on the plans for removal. The Contractor shall protect all items that are to remain and shall immediately clean off any residue from adjacent construction activities.

The Contractor shall use care around existing trees to remain and as shown on the plans as protected with construction fencing. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified

in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal. The Contractor shall not store materials or equipment within in 6 ft. of any existing tree that is to remain.

All curb and gutter, except as indicated on the plan set, shall be protected on Hidden Hill Dr, Shady Point Dr and Shadow Wood Dr. Damaged curb and gutter shall be replaced by Contractor incidental to contract.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all driveways within the project limits. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating.

Phased Construction

The Contractor should note that they City is proceeding with a relocation order to acquire property rights and a Right of Entry for the properties located at 10004 Mid Town Road and 1809 Hidden Hill Drive. Depending on the timing of the acquisition and rights, the project may need to be phased in over 2 construction seasons (fall 2019 – spring/summer 2020). Provisions have been added to this contract to allow for work to be phased if necessary.

Coordination with Utilities

This project will require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Private utility companies will also need to relocate a number of facilities within the project limits. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. The Contractor shall coordinate with all utilities for any structure adjustments.

The following utility conflicts have been identified and require coordination as follows:

Alliant Energy has a light pole located in the terrace on the southeast corner of Hidden Hill Dr and Shadow Wood Dr. The Contractor shall contact Alliant prior to construction to coordinate the removal, salvage and replacement of that light pole. The contact for Alliant Energy is Nicholas Dachniwskyj at 608-845-1143 or nicholasdachniwskyj@alliantenergy.com.

Madison Gas & Electric Co (MG&E) has gas facilities within the project limits that may need to be relocated. The contact for MG&E Gas is Shaun Endres at 608-252-7224 or SEndres@mge.com.

TDS Telecom has cable facilities within the project limits that may need to be relocated. The contact for TDS is Jerry Myers at 608-664-4404 or jerry.myers@tdstelecom.com.

City of Madison Water Utility has facilities within the project limits that may need to be relocated. The contact for Madison Water Utility is Jeff Belshaw at 608-261-9835 or jbelshaw@madisonwater.org.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The project includes work adjacent to private properties owned by multiple residents and entities. The Contractor shall not disturb private property beyond the construction limits. Those limits shall be staked by a surveyor prior to beginning construction.

SECTION 107.7

MAINTENANCE OF TRAFFIC

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

Two way traffic shall be maintained at all times on Shady Point Drive, Hidden Hill Drive, and Shadow Wood Drive. This is a school bus route so access to bus stops shall be maintained after September 3rd, 2019.

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

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Contractor shall place portable changeable message board at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

Maintain sidewalk on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, Contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining sidewalk is considered incidental to the contract.

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

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The Contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 266-6585 for questions on this spec.

ARTICLE 108.2 **PERMITS**

The City of Madison has submitted a DNR Water Resources Application for Projects Permits (WRAPP) to obtain coverage under a Construction Site General Permit.

A City of Madison Erosion Control permit has been applied for and weekly inspections will be completed by City Staff. Contractor may be required to complete additional inspections following storm events, and this work will be paid for under the appropriate bid item. A copy of the permit will be available at the City of Madison, Engineering Division office.

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. If appropriate items are not included in the contract, they shall be considered Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

Copies of these permits will be provided to Contractor prior to start of construction. The Contractor must keep a copy of each individual permit on site at all times throughout construction.

The City's obtaining of these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 **PROSECUTION OF WORK**

The Contractor shall begin work on **JULY 29, 2019**. All work shall be completed on or prior to **JUNE 30, 2020**.

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

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

The Contract shall be phased based on the City's ability to acquire necessary land south of 1842 and 1834 Shady Point Dr. Interim completion dates shall be set for each phase.

Phase 1 includes installation of the box culvert from the wingwall at Pond C to the 10'x10' storm SAS 1842 Shady Point Dr, as shown in the plan set, and all work within the right-of-way along Hidden Hill Dr, Shady Point Dr and Shadow Wood Dr as shown in the plan set, including any necessary temporary or final paving. All Phase 1 work shall be completed no later than **November 15, 2019**. Any and all needed cold weather protection required to complete this work is included in the requisite bid items.

Phase 2 includes removal of the box culvert pipe plug or cap, extension of the box culvert to the downstream wingwall, grading of the discharge swale as shown in the plan set, all restoration associated with Phase 2 work above, and any final paving. All Phase 2 work shall be completed no later than **June 30, 2020** or a date mutually agreed upon by the City and the Contractor.

Work shall begin only after the start work letter is received.

BID ITEM 20109 – FINISH GRADING

Finish Grading shall include all work to restore disturbed area prior to sodding. Payment for Finish Grading shall be limited to the restoration areas shown on page ST7 of the plan set. Finish Grading on any additional disturbed areas shall be incidental to this bid item.

BID ITEM 20217 – CLEAR STONE

Clear Stone shall meet the requirements for Gradation Number One (No. 1) of the Standard Specifications, commonly known as three-inch clear stone. The clear stone shall be utilized for a construction entrance and/or other purposes as directed by the Engineer.

BID ITEM 20801 – SODDING

All disturbed areas shall be restored with sod, as described in City of Madison Standard Specifications, Article 208. Payment for sodding shall be limited to the restoration areas shown on page ST7 of the plan set or as approved by the Engineer.

BID ITEM 20401 and 20403 – CLEARING AND GRUBBING

DESCRIPTION

Work under these items consists of the clearing and grubbing of individual trees shown on the plans for removal, and any additional trees removed at the direction of the Construction Engineer or City Forester.

Clearing and Grubbing shall be done in accordance with Article 204 of the Standard Specifications as modified in these Special Provisions.

CONSTRUCTION METHODS

Contractor shall mark the trees to be removed in the field and shall review the individual trees to be removed with the Construction Engineer or a City Forestry representative prior to removing them. The construction Engineer and/or Forester may designate certain trees near or within the intercepts to be saved or protected. Such trees shall be clearly marked in the field. Trees shown on the plans or designated by the Forestry representative to be protected require construction fencing and other measures to ensure that they are not damaged, in accordance with these Special Provisions under the item of Tree Protection.

METHOD OF MEASUREMENT

Clearing and Grubbing will be measured as a lump sum bid item.

BASIS OF PAYMENT

Clearing and Grubbing, as measured above, shall be paid at the contract price and be considered full compensation for all work, materials, and incidentals required to complete the work in accordance with the Standard Specifications.

ARTICLE 501 SEWER AND SEWER STRUCTURES GENERAL

STORM SEWER GENERAL

The Engineer for this project is Lauren Striegl. She may be contacted at (608) 266-4094 or lstriegl@cityofmadison.com.

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

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 ULOs are completed and approval of the Engineer has been received.

BID ITEM 90001 – STORM CONTROL PLAN & IMPLEMENTATION

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to prepare a storm control plan and to implement the approved plan. The pipe on which construction will occur drains a large pond and storm system. Contractor shall be fully responsible for protecting work from storm water during construction. All costs related to protecting work during construction including but not limited to diverting flow, pumping, and removing storm water from structure shall be included in the bid price for this item. The Contractor shall submit to the project engineer a plan that details how storm flows will be managed in the screen structure while repairs are being constructed. The approved methodology shall be installed prior to any storm sewer work. Any work, materials, and incidentals necessary to repair and restore the site due to the Storm Control Implementation shall be considered incidental to this bid item.

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 – 8'X4' BOX CULVERT

DESCRIPTION

Work under this item shall include all work, materials, and incidentals to construct a reinforced concrete box culvert with 4' rise by 8' span, as shown on the contract documents. The box shall meet ASTM C1433 Table #1 for HS-20 loading.

This item includes all excavation required for installation of the box culvert, and all necessary removal and disposal of, off site at a location to be provided by the Contractor, excess excavated material. Further, the work under this item includes stockpiling and reuse of excavation spoils for backfill of the dual cell box culvert trench.

The Contractor shall be responsible for coordinating delivery of the box culvert sections, unloading and other incidentals associated with the installation.

The Contractor shall abide by the following guidelines when installing the box culverts:

- 1) The subgrade for the boxes shall have filter fabric (included in the price of this item) placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes.
- 2) One (1) foot of three (3) inch clear stone shall then be placed on the geotextile as bedding stone. Three (3) inch clear stone for box culvert bedding is included in the price of box culvert installation.
- 3) The joints between box culvert sections shall be sealed with a rubberized waterproof membrane. Materials and construction methods for the membrane shall be in accordance with Sections 516.2 and 516.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition. Joint sealing with rubberized waterproof membrane shall be included in the price of this bid item.
- 4) Concrete Supports shall be included in the price of this bid item. Concrete supports shall be installed by the City of Madison's Standard Detail Drawing 5.8.1.
- 5) Mechanical ties shall be installed from the box culvert wingwall through the bend sections and one joint past the box culvert sections once the pipe alignment straightens out.

METHOD OF MEASUREMENT

4'x8' Reinforced Concrete Box Culvert is measured per linear foot of reinforced concrete box culvert delivered, installed and accepted in the field.

BASIS OF PAYMENT

4'x8' Reinforced Concrete Box Culvert, measured as described above, will be paid at the contract price per linear foot and shall be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90003 – 4' RISE X 8' SPAN BOX CULVERT WINGWALL

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to construct and install a full cast-in-place concrete box culvert wingwall per the City of Madison's Standard Detail Drawing 5.5.1. Excavation and clear stone bedding shall be installed as shown in S.D.D. 5.5.1 and shall be paid for under this bid item.

METHOD OF MEASUREMENT

4' Rise x 8' Span Box Culvert Wingwall shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

4' Rise x 8' Span Box Culvert Wingwall, as measured above, shall be paid at contract price and be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90004 – 8' X 4' BOX CULVERT GATE

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to construct and install a full 8' x 4' box culvert gate per the detail drawing on sheet G 13 of the plan set.

METHOD OF MEASUREMENT

8' x 4' Box Culvert Gate shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

8' x 4' Box Culvert Gate, as measured above, shall be paid at contract price and be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90005 – 8' X 4' BOX CULVERT, 22.5° BEND

DESCRIPTION

Where shown on the drawings, the Contractor shall provide an 8' x 4' Box Culvert, 22.5 degree bend. This bend should be a precast concrete bend. The box culvert bend shall meet ASTM C1433 Table #1 for H2-20 loading.

Where precast sections are combined to form a precast bend, adequate reinforcing from each section shall be exposed and tied together. A reinforced concrete collar shall then be provided around the entire perimeter of this joint. Collar shall be sized to provide a minimum of 2-inch coverage over all reinforcing and strength equivalent to the rest of the pipe section. The interior of the joint shall be finished smooth to match the interior of adjoining surfaces.

METHOD OF MEASUREMENT

8' x 4' Box Culvert, 22.5 Degree Bend shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

8' x 4' Box Culvert, 22.5 Degree Bend shall be paid for according to the unit price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as specified in the description.

BID ITEM 90006 – 8'X4' BOX CULVERT, 27.9° BEND

DESCRIPTION

Where shown on the drawings, the Contractor shall provide an 8' x 4' Box Culvert, 27.9 degree bend. This bend should be a precast concrete bend. The box culvert bend shall meet ASTM C1433 Table #1 for HS-20 loading.

Where precast sections are combined to form a precast bend, adequate reinforcing from each section shall be exposed and tied together. A reinforced concrete collar shall then be provided around the entire perimeter of this joint. Collar shall be sized to provide a minimum of 2-inch coverage over all reinforcing and strength equivalent to the rest of the pipe section. The interior of the joint shall be finished smooth to match the interior of adjoining surfaces.

METHOD OF MEASUREMENT

8' x 4' Box Culvert, 27.9 Degree Bend shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

8' x 4' Box Culvert, 27.9 Degree Bend shall be paid for according to the unit price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as specified in the description.

BID ITEM 90007 – 10'X10' STORM SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "10'X10' SAS" in plan set. The 10'x10' Storm SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness to be 10" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center is in both directions.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the casting on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 8" centers in both directions.
- f. Floor thickness shall be 10".
- g. Castings shall be as indicated in the plan set, in accordance with the City of Madison Standard Specifications, Section 507.2(b) and shown in City of Madison Standard Detail Drawings.

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

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

METHOD OF MEASUREMENT

10'X10' Storm SAS shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of sanitary sewer access structures.

BASIS OF PAYMENT

10'X10' Storm SAS shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

BID ITEM 90008 – PRIVATE SITE WORK

DESCRIPTION

Work under this item shall include all work, materials, equipment and incidentals necessary to remove all items (boulder wall, landscaping, trees & shrubs) within the 30-ft stormwater easement adjacent to 1809 Hidden Hill Drive. Boulders from the existing wall shall be salvaged for use in the reconstructed boulder wall. This bid item shall include only the replacement of the boulder wall and associated backfill upon the completion of construction.

The boulder wall shall be constructed in accordance with Part II of the Standard Specifications for Public Works Construction and in accordance with S.D.D. 2.06. A minimum of 12" of bedding materials and clear stone shall be placed under the boulder wall to create a stable base. All material necessary to reconstruct the boulder wall in the existing location shown in sheet PP4 in excess of salvaged material shall be paid for under this bid item. If salvaged material exceeds quantities needed for replacement of the wall, Contractor shall be responsible for determining a suitable off-site disposal location and paying all fees associated with disposal. Any drainage piping and outlets behind the wall shall be replaced in kind. The work shall be incidental to this bid item.

METHOD OF MEASUREMENT

Private Site Work shall be measured by the lump sum unit in place to satisfactorily remove, dispose of (to a location provided by the Contractor), rebuild and replace in kind any landscaping and portions of the boulder wall affected by the construction.

BASIS OF PAYMENT

Private Site Work, as measured above, shall be paid at contract price and be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90009 – TRENCH CUT-OFF WALL

DESCRIPTION

Work under this item shall include all work, materials and incidentals necessary install trench cut off wall as shown on the PP3. The trench cut off wall shall be installed as shown on the detail on plan sheet G 10.

METHOD OF MEASUREMENT

Trench Cut-Off Wall shall be measured by the each unit in place and satisfactorily installed.

BASIS OF PAYMENT

Trench Cut-off wall, as measured above, shall be paid at contract price and be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90010 – RECONSTRUCT SAS TO TERRACE INLET TYPE 2

DESCRIPTION

Work under this item shall include all work, materials and incidentals necessary to reconstruct the SAS on the south side of Shady Point Drive to a Terrace Inlet Type 2. The existing SAS structure will require the lid to be removed in order to facilitate the installation of a City of Madison Terrace Inlet Type 2. The SAS lid shall be removed in way that keeps the structural integrity of the SAS. The Contractor shall install a Terrace Inlet Type 2 in place of the removed SAS lid. The Terrace Inlet Type 2 shall be constructed as shown in S.D.D. 5.7.12A. Type A Concrete Curb and Gutter shall be inclusive to this bid item. The Contractor is notified that horizontal sawcutting of the structure walls shall be required to complete this work.

METHOD OF MEASUREMENT

Reconstruct SAS to Terrace Inlet Type 2 shall be measured by the lump sum unit in place and satisfactorily installed.

BASIS OF PAYMENT

Reconstruct SAS to Terrace Inlet Type 2, as measured above, shall be paid at contract price and be considered full compensation for all work, tools, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90011 – REMOVE CONCRETE STRUCTURE

DESCRIPTION

Work under this item shall include all work, materials, and incidentals to remove portions of the existing concrete that remains from the abandonment of the Shady Point Lift Station located at 1842 Shady Point Drive. See Exhibit A for initial installation and subsequent demolition plan details.

The existing wet well and dry well structures have been removed to approximately 4ft below grade and filled. The Contractor shall remove all portions of the dry well that remain if it is in conflict with the construction. The Contractor shall remove additional sections of the existing wet well vault and fill any

void areas with fill or select fill. Removal of the existing wet well structure shall be completed to meet a minimum of 6 inches below the elevation of the bottom of the proposed box culvert bedding materials. Removal of the wet well shall be done to the next barrel section below the minimum elevation. Any pipes that are exposed shall be abandoned with plugs or slurry. Removal of any and all related debris within the existing lift station site for the preparation of the subgrade, bedding and box culvert installation and storm sewer installation shall be considered incidental to this bid item. Contractor shall be responsible for determining a suitable off-site disposal location for all concrete and debris, hauling, and paying all fees associated with disposal.

METHOD OF MEASUREMENT

Remove Concrete Structure is measured as a lump sum for all work as described above and as accepted in the field.

BASIS OF PAYMENT

Remove Concrete Structure, measured as described above, will be paid at the contract price and shall be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90012 – REMOVE 10'X10' STORM SAS

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to remove and dispose of a 10'x10' storm SAS in accordance with City of Madison Standard Specifications, Section 203.2.

METHOD OF MEASUREMENT

Remove 10'x10' Storm SAS shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Remove 10'x10' Storm SAS, as measured above, shall be paid at contract price and be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90013 – 43"X68" HERCP END

DESCRIPTION

Work under this item shall include all work, materials and incidentals necessary to plug or cap the end of the 43"x68" Type I HERCP storm sewer pipe following removal of the 10'x10' storm SAS in Phase 2 of this project, as shown in the plan set. The end shall be precast concrete or constructed of steel plates and/or concrete to close the existing 43"x68" HERCP system securely to not allow water to escape the pipe at the end. The end piece shall be approved by the Engineer. The Contractor shall seal the HERCP with a water tight seal. This item will include any structural steel needed to reinforce the HERCP end piece.

METHOD OF MEASUREMENT

43"x68" HERCP End shall be measured by the each unit in place and satisfactorily installed.

BASIS OF PAYMENT

43"x68" HERCP End, as measured above, shall be paid at contract price and be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90014 – REMOVE FENCE

DESCRIPTION

Work under this item shall include all work, materials and incidentals necessary to remove, salvage, and reinstall the fence that borders the southern edge of 1842 Shady Point Dr. Contractor shall remove enough fence as is necessary to allow work to occur; however, Contractor shall not remove fence west of the lot line between 1842 Shady Point Dr and 1834 Shady Point Dr.

METHOD OF MEASUREMENT

Remove Fence shall be measured as a lump sum for all work as described above and as accepted in the field.

BASIS OF PAYMENT

Remove Fence, as measured above, shall be paid at contract price and be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90015 – REMOVE OUTLET STRUCTURE AND GATE

DESCRIPTION

Work under this item shall include all work, materials and incidentals necessary to remove the existing outlet structure and gate at the southwest corner of Pond C in Hawks Landing Golf Course. This item includes but is not limited to all required sawcutting of the existing structure and/or 43"x68" HERCP, removal of the structure and gate, stockpiling as needed, hauling away of reinforced concrete and gate material and disposal of the reinforced concrete and gate material. Contractor shall be responsible for determining a suitable off-site disposal location and paying all fees associated with disposal.

METHOD OF MEASUREMENT

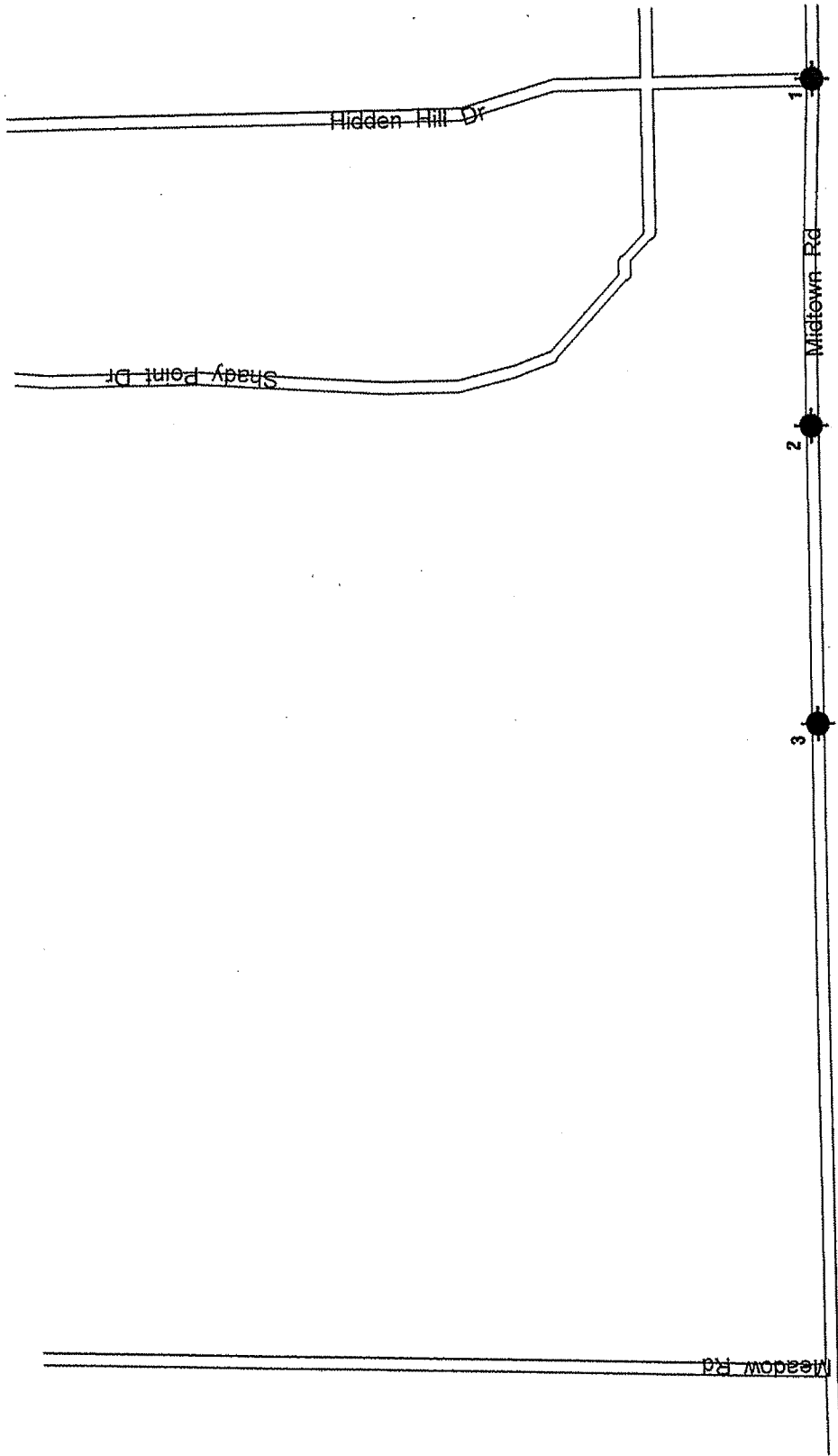
Remove Outlet Structure and Gate shall be measured as a lump sum for all work as described above and as accepted in the field.

BASIS OF PAYMENT

Remove Outlet Structure and Gate, as measured above, shall be paid at contract price and be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

APPENDIX A

**SOIL BORING LOCATION MAP
LOGS OF TEST BORINGS (3)
LOG OF TEST BORING-GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM**



Legend

● Denotes Boring Location (approximate)

Notes

1. Soil borings drilled by Badger State Drilling in February 2009



CGC, Inc.

SOIL BORING LOCATION MAP
Mid Town Road
Madison, Wisconsin

DWN: -	APPD: MNS	Date: 2/09	C09028-1
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LOG OF TEST BORING

Project Mid Town Road
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) _____
 Job No. C09028-1
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	P200
					5" Asphalt Pavement/4" Base Course					
1X 1	10	M	42*		Stiff, Brown lean CLAY, Little Sand (CL)	(1.5)				
2	10	M	44		Dense to Medium Dense, Brown Fine to Medium SAND, Some Gravel, Little Silt (SP-SM)					
3	14	M	26							
4	13	M	34		Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles (SM)					
5	16	M	47							
6	18	M	54							
7	18	M	75							
				25	End Boring at 25 ft					
					Borehole backfilled with bentonite chips					
					*Sample 1 partially frozen					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____ 1/4 hr
 Depth to Water _____ NW
 Depth to Cave in _____

Start 2/12/09 End 2/12/09
 Driller Badger Chief JR Rig CME-55
 Logger RM Editor ESF
 Drill Method 2 1/4" HSA

The stratification lines represent the approximate boundary between _____



LOG OF TEST BORING

Project Mid Town Road
 Location Madison, Wisconsin

Boring No. 2
 Surface Elevation (ft) _____
 Job No. C09028-1
 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
1		14	M	69*	0-3	3" Asphalt Pavement/4" Base Course Dark Brown to Black Lean to Organic CLAY (CL/OL) (Possible Fill)		20.5		4.0
2		18	M	26	3-5	Stiff, Dark Gray-Brown Lean CLAY, Trace Sand and Gravel (CL)	(1.25)			
3		14	M	10	5-7	Very Stiff, Gray Mottled Lean CLAY, Trace Sand (CL)	(2.5)			
4		18	M	7	7-10	Medium to Stiff to Very Soft, Gray-Green Mottled Lean CLAY, Trace Organics (CL)	(<0.25-0.75)			
End Boring at 10 ft										
Borehole backfilled with bentonite chips										
*Sample 1 frozen										

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____ 1/4 hr
 Depth to Water _____ NW ▼
 Depth to Cave in _____

Start 2/12/09 End 2/12/09
 Driller Badger Chief JR Rig CME-55
 Logger RM Editor ESF
 Drill Method 2 1/4" HSA

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



LOG OF TEST BORING

Project Mid Town Road
 Location Madison, Wisconsin

Boring No. 3
 Surface Elevation (ft) _____
 Job No. C09028-1
 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
					3" Asphalt/4" Base Course					
1		14	M	56*	Dark Brown to Black Lean to Organic CLAY (CL/OL) (Possible Buried Topsoil)		24.6			5.2
2		18	M	11	Very Stiff at 4 ft	(3.0)				
3		18	M	18	Very Stiff, Gray Lean CLAY, Trace Sand (CL)	(3.0)				
4		18	W/M	4	Soft to Medium Stiff, Gray Mottled Lean CLAY, Trace Sand (CL)	(0.5-0.75)				
5		16	M	15	Medium Dense, Brown Clayey Fine to Medium SAND, Little Gravel (SC)					
					Very Soft, Brown Lean CLAY, Some Sand (CL)					
6		16	W	5		(<0.25)				
					End Boring at 20 ft					
					Borehole backfilled with bentonite chips					
					*Sample 1 frozen					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 18.0' Upon Completion of Drilling _____
 Time After Drilling _____ 1/4 hr
 Depth to Water _____ 17.5' ∇
 Depth to Cave in _____ 18.0'

Start 2/12/09 End 2/12/09
 Driller Badger Chief JR Rig CME-55
 Logger RM Editor ESF
 Drill Method 2 1/4" HSA

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

CGC, Inc.

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	3/4" to 3"	3/4" to 3"
Fine	4.76 mm to 3/4"	#4 to 3/4"
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 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 _r -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 Designator
RB--Rock Bit
FT--Fish Tail
DC--Drove Casing
C--Casing: Size 2 1/2", 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" Diameter Split-Barrel Sample
2ST--2" Diameter Thin-Walled Tube Sample
3ST--3" Diameter Thin-Walled Tube Sample
PT--3" Diameter 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_s--Penetrometer Reading, tons/sq. ft.
q_u--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--Caved 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.

UNIFIED SOIL CLASSIFICATION SYSTEM

COARSE-GRAINED SOILS

(More than half of material is larger than No. 200 sieve size.)

GRAVELS More than half of coarse fraction larger than No. 4 sieve size	Clean Gravels (Little or no fines)	
	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 (Appreciable amount of fines)	
	GM_u^d	Silty gravels, gravel-sand-silt mixtures
	GC	Clayey gravels, gravel-sand-clay mixtures
SANDS More than half of coarse fraction smaller than No. 4 sieve size	Clean Sands (Little or no fines)	
	SW	Well-graded sands, gravelly sands, little or no fines
	SP	Poorly graded sands, gravelly sands, little or no fines
	Sands with Fines (Appreciable amount of fines)	
	SM_u^d	Silty sands, sand-silt mixtures
	SC	Clayey sands, sand-clay mixtures

FINE-GRAINED SOILS

(More than half of material is smaller than No. 200 sieve.)

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 greater than 50%	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

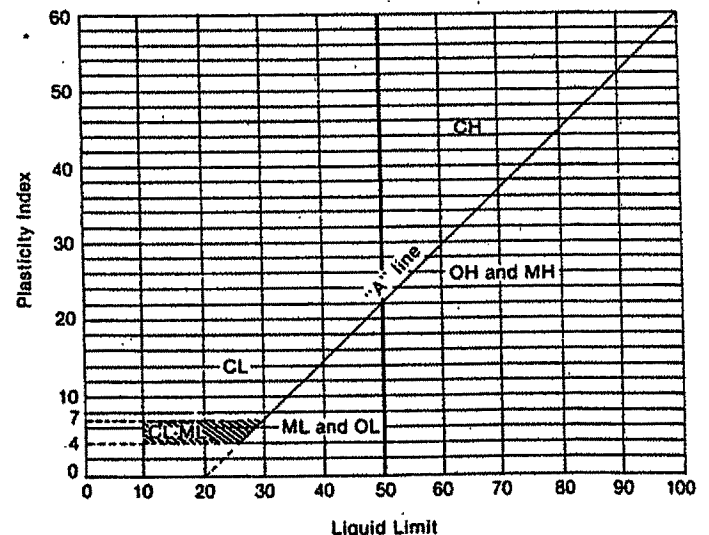
LABORATORY CLASSIFICATION CRITERIA

GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line with P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for SW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in hatched zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols.
SC	Atterberg limits above "A" line with P.I. greater than 7	

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 per cent	GW, GP, SW, SP
More than 12 per cent	GM, GC, SM, SC
5 to 12 per cent	Borderline cases requiring dual symbols

PLASTICITY CHART



For classification of fine-grained soils and fine fraction of coarse-grained soils.
 Atterberg Limits plotting in hatched area are borderline classifications requiring use of dual symbols.
 Equation of A-line: $PI = 0.73 (LL - 20)$

APPENDIX B

RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX B

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

Fill Materials

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. The rock, boulders or concrete pieces should contain finer material to fill in void spaces between the larger material.

Placement Method

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at a moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 1.

Table 1
Compaction Guidelines

Area	Percent Compaction ⁺	
	Clay/Silt	Sand/Gravel
<u>Within 10 feet of building lines</u>		
● Footing bearing soils	93-95	95
● Under floors, steps and walks		
- Lightly loaded floor slab	90	90
- Heavily loaded floor slab & thicker fill zones	92	95
<u>Beyond 10 feet of building lines</u>		
● 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 (ASTM D 1557)

Testing Procedures

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisture-maximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.

APPENDIX C
DOCUMENT QUALIFICATIONS

APPENDIX C

DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you -* should apply the report for any purpose or project except the one originally contemplated.

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report that was:*

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.*

SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINIONS

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

Do not over-rely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *CGC cannot assume responsibility or liability for the report's recommendations if we do not perform construction observation.*

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having CGC participate in prebid and preconstruction conferences, and by providing construction observation.

DO NOT REDRAW THE ENGINEER'S LOGS

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

GIVE CONTRACTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

READ RESPONSIBILITY PROVISIONS CLOSELY

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to

disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

GEOENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of ASFE, for more information.

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ASFE
8811 Colesville Road, Suite G 106
Silver Spring, MD 20910



June 16, 2019

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8421
HAWKS LANDING FLOOD MITIGATION SOUTH - 2019**

Deputy City Engineer
Gregory T. Fries, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

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

REMOVE:

All text under Section 105.12

REPLACE SECTION 105.12 WITH THE FOLLOWING:

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The City of Madison is not aware of other projects taking place in the vicinity of this project.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, signs, utilities, traffic signals, street lights, pedestrian flashers and any other structures or amenities that are not indicated on the plans for removal. The Contractor shall protect all items that are to remain and shall immediately clean off any residue from adjacent construction activities.

The Contractor shall use care around existing trees to remain and as shown on the plans as protected with construction fencing. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal. The Contractor shall not store materials or equipment within in 6 ft. of any existing tree that is to remain.

All curb and gutter, except as indicated on the plan set, shall be protected on Hidden Hill Dr, Shady Point Dr and Shadow Wood Dr. Damaged curb and gutter shall be replaced by Contractor incidental to contract.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all driveways within the project limits. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating.

Phased Construction

The Contractor should note that they City is proceeding with a relocation order to acquire property rights and a Right of Entry for the properties located at 10004 Mid Town Road and 1809 Hidden Hill Drive. Depending on the timing of the acquisition and rights, the project may need to be phased in over 2 construction seasons (fall 2019 – spring/summer 2020). Provisions have been added to this contract to allow for work to be phased if necessary.

Coordination with Utilities

This project will require close coordination with private utility companies. There are several existing utilities located

within the project limits that are to remain. Private utility companies will also need to relocate a number of facilities within the project limits. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. The Contractor shall coordinate with all utilities for any structure adjustments.

The following utility conflicts have been identified and require coordination as follows:

Alliant Energy has a light pole located in the terrace on the southeast corner of Hidden Hill Dr and Shadow Wood Dr. The Contractor shall contact Alliant prior to construction to coordinate the removal, salvage and replacement of that light pole. The contact for Alliant Energy is Nicholas Dachniwskyj at 608-845-1143 or nicholasdachniwskyj@alliantenergy.com.

Madison Gas & Electric Co (MG&E) has gas facilities within the project limits that may need to be relocated. The contact for MG&E Gas is Shaun Endres at 608-252-7224 or SEndres@mge.com.

TDS Telecom has cable facilities within the project limits that may need to be relocated. The contact for TDS is Jerry Myers at 608-664-4404 or jerry.myers@tdstelecom.com.

City of Madison Water Utility has facilities within the project limits that may need to be relocated. Additionally, this project includes work on a Madison Water Utility water main. The contact for Madison Water Utility (MWU) is Jeff Belshaw at 608-261-9835 or jbelshaw@madisonwater.org. The Contractor shall contact Jeff Belshaw at least 7 days prior to performing any work on the MWU water main. The Contractor shall work with the MWU to arrange for an MWU construction inspector to be on-site any time work on the MWU water main is being performed.

REMOVE:

All text under Article 108.2

REPLACE ARTICLE 108.2 WITH THE FOLLOWING:

ARTICLE 108.2 PERMITS

A City of Madison Erosion Control permit has been applied for and weekly inspections will be completed by City Staff. Contractor may be required to complete additional inspections following storm events, and this work will be paid for under the appropriate bid item. A copy of the permit will be available at the City of Madison, Engineering Division office.

The Contractor shall meet the conditions of the permit 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. If appropriate items are not included in the contract, they shall be considered Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

Copies of this permit will be provided to Contractor prior to start of construction. The Contractor must keep a copy of each individual permit on site at all times throughout construction.

A Wisconsin Department of Natural Resources (WI DNR) Point Well Permit shall be obtained by the contractor if necessary.

REMOVE:

All text under Section 109.2

REPLACE SECTION 109.2 WITH THE FOLLOWING:

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on **JULY 29, 2019**. All work shall be completed on or prior to **JUNE 30, 2020**.

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

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

The Contract shall be phased based on the City's ability to acquire necessary land south of 1842 and 1834 Shady Point Dr. Interim completion dates shall be set for each phase.

Phase I includes installation of the box culvert from the wingwall at Pond C to the 10'x10' storm SAS 1842 Shady Point Dr, as shown in the plan set, and all work within the right-of-way along Hidden Hill Dr, Shady Point Dr and Shadow Wood Dr as shown in the plan set, including any necessary temporary or final paving. All Phase I work, including all turf restoration shown as "Phase I" in the plan set, shall be completed no later than **November 15, 2019**. Any and all needed cold weather protection required to complete this work is included in the requisite bid items.

Phase II includes removal of the box culvert pipe plug or cap, extension of the box culvert to the downstream wingwall, grading of the discharge swale as shown in the plan set, all restoration associated with Phase II work above, and any final paving. The Contractor shall not begin any work shown in the plan set as Phase II until **April 1, 2020**. All Phase II work shall be completed no later than **June 30, 2020**.

Work shall begin only after the start work letter is received.

SPECIAL PROVISIONS:

REMOVE:

All text under Bid Item 90007 – 10'X10' Storm SAS

REPLACE BID ITEM 90007 – 10'X10' STORM SAS WITH THE FOLLOWING:

BID ITEM 90007 – 10'X10' STORM SAS

DESCRIPTION

This items includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing and incidentals necessary to construct structures called out as "10' X 10' SAS" in plan set. The 10' X 10' Storm SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof reinforcement shall be:
 - i. Bottom Mat: #6 bars 4" on center in both directions
 - ii. Top Mat: #4 bars at 12" on center in both directions.
 - iii. Diagonal (45 degree) bars shall be #6 bars provided around cut out for manhole casting with 3" clear.
- b. Floor reinforcement shall be:
 - i. Top mat: #6 bars at 8" on center in both directions.
 - ii. Bottom reinforcement shall be extension of vertical wall bars, as described in item c(i) of this specification (below).
- c. Wall reinforcement shall be:
 - i. Outside face of walls shall be reinforced vertically with #7 bars at 6" on center. Vertical bars shall be bent at the corner of the floor mat and shall extend 7.33 feet across the bottom.
 - ii. Outside face of walls shall be reinforced horizontally with #6 bars at 6" on center. Horizontal bars shall bend in corners and use 3' lap.
 - iii. Inside face of walls shall be reinforced with #6 bars at 8" on center in both directions.

- iv. Cut bars 3" clear at openings for storm sewer.
- d. All reinforcement shall be placed 2" clear unless shown or noted otherwise in the plans.
- e. Wall thickness to be 9" minimum.
- f. Floor and roof thickness shall be 10" minimum.
- g. Castings shall be as indicated in the plan set, in accordance with the City of Madison Standard Specifications, Section 507.2(b) and shown in City of Madison Standard Detail Drawings.

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

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

METHOD OF MEASUREMENT

10' X 10' Storm SAS shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of storm sewer access structures.

BASIS OF PAYMENT

10'X10' Storm SAS shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

REMOVE:

All text under Bid Item 90008 – Private Site Work

REPLACE BID ITEM 90008 – PRIVATE SITE WORK WITH THE FOLLOWING:

BID ITEM 90008 – PRIVATE SITE WORK

DESCRIPTION

Work under this item shall include all work, materials, equipment and incidentals necessary to remove all items (boulder wall, landscaping, trees & shrubs) within the 30-ft stormwater easement adjacent to 1809 Hidden Hill Drive and the right of entry area. The boulder wall alignment is shown in the plan set. Existing trees and plantings are not shown in the plan set; the Contractor shall verify the trees and plants to be removed prior to construction. Boulders from the existing wall shall be salvaged for use in the reconstructed boulder wall. This bid item shall include only the replacement of the boulder wall and associated backfill upon the completion of construction.

The boulder wall shall be constructed in accordance with Part II of the Standard Specifications for Public Works Construction and in accordance with S.D.D. 2.06. A minimum of 12" of bedding materials and clear stone shall be placed under the boulder wall to create a stable base. All material necessary to reconstruct the boulder wall in the existing location shown in sheet PP4 in excess of salvaged material shall be paid for under this bid item. If salvaged material exceeds quantities needed for replacement of the wall, Contractor shall be responsible for determining a suitable off-site disposal location and paying all fees associated with disposal. Any drainage piping and outlets behind the wall shall be replaced in kind. The work shall be incidental to this bid item. Work under this bid item shall be limited to the area marked as "Right of Entry Area" in the plan set.

Work included under Private Site Work shall take place on private (non-City owned) property and shall require a Right of Entry signed by the homeowner. The City shall be responsible for obtaining the signed Right of Entry from the homeowner prior to the Contractor beginning work included with this bid item.

METHOD OF MEASUREMENT

Private Site Work shall be measured by the lump sum unit in place to satisfactorily remove and dispose of (to a location provided by the Contractor) any landscaping and portions of the boulder wall affected by construction, and to rebuild

portions of the boulder wall affected by the construction.

BASIS OF PAYMENT

Private Site Work, as measured above, shall be paid at contract price and be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

PLAN SET:

REMOVE ENTIRE PLAN SET AND REPLACE WITH REVISED PLAN SET TITLED "REVISION 1" AND DATED 6/14/19.

PROPOSAL:

REMOVE ENTIRE PROPOSAL PAGE AND REPLACE WITH REVISED PROPOSAL PAGE DATED 6/14/19.

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

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

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

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is stylized with large, flowing loops.

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

HAWKS LANDING FLOOD MITIGATION SOUTH - 2019
CONTRACT NO. 8421

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.

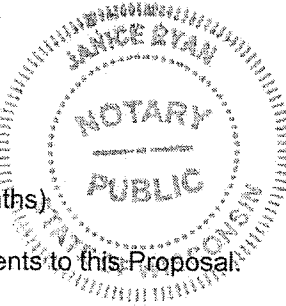
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]
SIGNATURE

President
TITLE, IF ANY

Sworn and subscribed to before me this 20 day of June, 2019

[Signature]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 10-21-21



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

Contract 8359 – R. G. Huston Co., 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

HAWKS LANDING FLOOD MITIGATION SOUTH - 2019
CONTRACT NO. 8421

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: SPEEDWAY SAND & GRAVEL, INC.

8500 GREENWAY BLVD. SUITE 202

Address: MIDDLETON, WI 53562

Telephone Number: 608-836-1021 Fax Number: 608-836-7485

Contact Person/Title: Dustin Bittner

Prime Bidder Certification

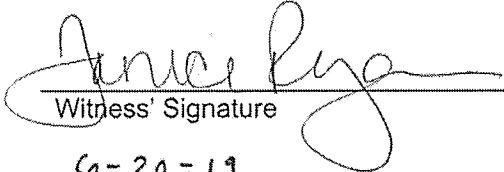
I, Dustin Bittner, PM of

Name

Title

Speedway Sand + Gravel certify that the information
Company

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


Witness' Signature


Bidder's Signature

6-20-19
Date

HAWKS LANDING FLOOD MITIGATION SOUTH - 2019

CONTRACT NO. 8421

DATE: 6/20/19

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LS	1.00	\$13,000.00	\$13,000.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$120.00	\$1,680.00
10911 - MOBILIZATION - LS	1.00	\$50,000.00	\$50,000.00
20101 - EXCAVATION CUT - CY	620.00	\$25.00	\$15,500.00
20109 - FINISH GRADING - LS	1.00	\$2,000.00	\$2,000.00
20217 - CLEAR STONE - TON	60.00	\$30.00	\$1,800.00
20221 - TOPSOIL - SY	4587.00	\$1.50	\$6,880.50
20229 - HEAVY RIPRAP - CY	41.00	\$120.00	\$4,920.00
20233 - RIPRAP FILTER FABRIC, TYPE HR - SY	62.00	\$7.00	\$434.00
20302 - SAWCUT CONCRETE FULL DEPTH - LF	99.00	\$4.00	\$396.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	1.00	\$500.00	\$500.00
20313 - REMOVE INLET - EACH	7.00	\$300.00	\$2,100.00
20322 - REMOVE CONCRETE CURB & GUTTER - LF	461.00	\$3.00	\$1,383.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	2517.00	\$2.00	\$5,034.00
20404 - CLEARING - LS	1.00	\$4,800.00	\$4,800.00
20409 - GRUBBING - LS	1.00	\$2,900.00	\$2,900.00
20504 - ADJUST VALVE CASTING - EACH	4.00	\$250.00	\$1,000.00
20506 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	5.00	\$500.00	\$2,500.00
20701 - TERRACE SEEDING - SY	4007.00	\$2.80	\$11,219.60
20705 - DETENTION BASIN SEEDING - SY	580.00	\$3.40	\$1,972.00
20801 - SODDING - SY	1800.00	\$7.00	\$12,600.00
21011 - CONSTRUCTION ENTRANCE - EACH	3.00	\$1,700.00	\$5,100.00
21024 - SILT SOCK (12 INCH) - COMPLETE - LF	379.00	\$7.00	\$2,653.00
21021 - SILT FENCE - COMPLETE - LF	871.00	\$3.00	\$2,613.00
21041 - INLET PROTECTION, TYPE D - COMPLETE - EACH	12.00	\$260.00	\$3,120.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	1692.00	\$3.00	\$5,076.00
21064 - EROSION MATTING, CLASS I, TYPE B - ORGANIC - SY	1545.00	\$3.00	\$4,635.00
21083 - EROSION MATTING, CLASS III, TYPE C - SY	1350.00	\$3.50	\$4,725.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - LF	365.00	\$20.75	\$7,573.75
30205 - TYPE "H" CONCRETE CURB & GUTTER - LF	72.00	\$32.60	\$2,347.20
30301 - 5 INCH CONCRETE SIDEWALK - SF	1845.00	\$5.70	\$10,516.50
30302 - 7-INCH CONCRETE SIDEWALK & DRIVE - SF	1707.00	\$6.50	\$11,095.50
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - SF	43.00	\$15.00	\$645.00
30340 - CURB RAMP DETECTABLE WARNING FIELDS - SF	64.00	\$40.00	\$2,560.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	245.00	\$90.00	\$22,050.00
40218 - TACK COAT - GAL	96.00	\$3.00	\$288.00
40301 - FULL WIDTH GRINDING - SY	1145.00	\$7.00	\$8,015.00
50211 - SELECT BACKFILL FOR STORM SEWER - TF	574.00	\$0.10	\$57.40
50226 - UTILITY TRENCH PATCH TYPE III - SY	390.00	\$48.00	\$18,720.00
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - LF	28.00	\$82.15	\$2,300.20
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - LF	10.00	\$87.75	\$877.50
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - LF	30.00	\$119.85	\$3,595.50
50424 - 43 INCH X 68 INCH TYPE I HERCP STORM SEWER PIPE - LF	16.00	\$305.53	\$4,888.48
50499 - CONCRETE COLLAR - EACH	11.00	\$900.00	\$9,900.00
50727 - SADDLED STORM - EACH	3.00	\$2,700.00	\$8,100.00
50751 - TYPE "H" INLET WITH SALVAGED CASTINGS - EACH	1.00	\$2,406.00	\$2,406.00
50767 - TERRACE INLET TYPE 2 - EACH	1.00	\$2,950.00	\$2,950.00
50792 - STORM SEWER TAP - EACH	11.00	\$1,000.00	\$11,000.00
50801 - UTILITY LINE OPENING (ULO) - EACH	5.00	\$900.00	\$4,500.00
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - LF	100.00	\$152.74	\$15,274.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	4.00	\$2,000.00	\$8,000.00

HAWKS LANDING FLOOD MITIGATION SOUTH - 2019

CONTRACT NO. 8421

DATE: 6/20/19

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
70101 - FURNISH AND INSTALL STYROFOAM - LF	16.00	\$17.00	\$272.00
90001 - STORM CONTROL PLAN & IMPLEMENTATION - LS	1.00	\$50,000.00	\$50,000.00
90002 - 8' X 4' BOX CULVERT - LF	490.00	\$810.00	\$396,900.00
90003 - 4' RISE X 8' SPAN BOX CULVERT WINGWALL - EACH	2.00	\$38,000.00	\$76,000.00
90004 - 8' X 4' BOX CULVERT GATE - EACH	2.00	\$16,000.00	\$32,000.00
90005 - 8' X 4' BOX CULVERT, 22.5° BEND - EACH	10.00	\$7,300.00	\$73,000.00
90006 - 8' X 4' BOX CULVERT, 27.9° BEND - EACH	3.00	\$7,300.00	\$21,900.00
90007 - 10' X 10' SAS - EACH	2.00	\$30,000.00	\$60,000.00
90008 - PRIVATE SITE WORK - LS	1.00	\$5,000.00	\$5,000.00
90009 - TRENCH CUT OFF WALL - EACH	2.00	\$1,000.00	\$2,000.00
90010 - RECONSTRUCT SAS TO TERRACE INLET TYPE 2 - LS	1.00	\$1,500.00	\$1,500.00
90011 - REMOVE CONCRETE STRUCTURE - LS	1.00	\$5,000.00	\$5,000.00
90012 - REMOVE 10' X 10' SAS - EACH	1.00	\$5,000.00	\$5,000.00
90013 - 43"X68" HERCP END - EACH	1.00	\$4,299.00	\$4,299.00
90014 - REMOVE FENCE - LS	1.00	\$500.00	\$500.00
90015 - REMOVE OUTLET STRUCTURE AND GATE - LS	1.00	\$3,000.00	\$3,000.00
67 Items	Totals		\$1,064,572.13



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

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

Assistant City Engineer
Michael R. Dalley, 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. Fahmeyer, 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

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2018 through January 31, 2020.

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.

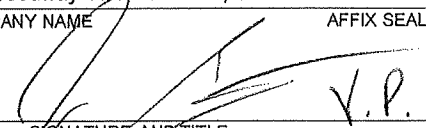
In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total 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. 11-16-2017
COMPANY NAME AFFIX SEAL DATE
By:  V.P.
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland 11-16-2017
COMPANY NAME AFFIX SEAL DATE
By: 
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 National Provider No. 12305256 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-16-2017
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

Madison, WI 53725-9408
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 **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.

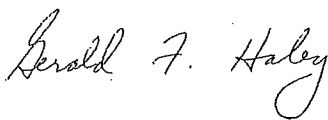
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of April, A.D. 2017.

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 11th day of April, A.D. 2017, 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.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 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, 2017.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

SECTION H: AGREEMENT

THIS AGREEMENT made this 17 day of JULY in the year Two Thousand and Nineteen 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 **JULY 16, 2019**, 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:

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2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION SIXTY-FOUR THOUSAND FIVE HUNDRED SEVENTY-TWO AND 13/100 (\$1,064,572.13)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:


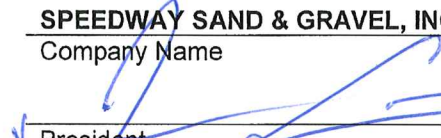

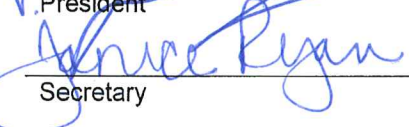
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

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

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CONTRACT NO. 8421**

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




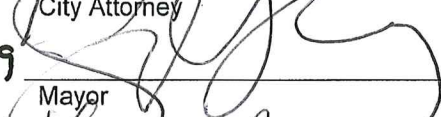

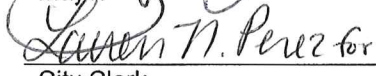
Countersigned:

		SPEEDWAY SAND & GRAVEL, INC.	
		Company Name	
	7/17/19		7/17/19
Witness	Date	President	Date
	7/17/19		7/17/19
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	7/30/19		7.31.19
Finance Director	Date	City Attorney	Date
	31st July 2019		7/23/19
Witness	Date	Mayor	Date
	7/23/19		7/23/19
Witness	Date	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 Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION SIXTY-FOUR THOUSAND FIVE HUNDRED SEVENTY-TWO AND 13/100 (\$1,064,572.13) 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:

**HAWKS LANDING FLOOD MITIGATION SOUTH - 2019
CONTRACT NO. 8421**

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 17th day of July, 2019

Countersigned:

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

[Signature]
Witness

[Signature]
V. President NA Seal

[Signature]
Secretary

Approved as to form:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety Seal
 Salary Employee Commission

[Signature]
City Attorney

By [Signature]
Attorney-in-Fact Tina L. Domask

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17584644 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 17, 2019
Date

[Signature]
Agent Signature

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, 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 **Betsy WRIGHT, Tina DOMASK, Allison M. Hill, Richard O. GIBBS and Ross S. SQUIRES, all of Middleton, 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 1st day of March, A.D. 2018.

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



Michael P. Bond

By: *Michael P. Bond*
Vice President

Dawn E. Brown

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 1st day of March, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 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 17th day of July, 2019.



Michael C. Fay

Michael C. Fay
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Email: reportsfclaims@zurichna.com
1-800-626-4577