

Contract Routing Form

ROUTING: Urgent Rush

printed on: 06/02/2020

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

Project: McKenna Flood Mitigation Phase 2

Contract No.: 8536 File No.: 60219
 Enactment No.: RES-20-00385 Enactment Date: 05/27/2020
 Dollar Amount: 1,262,371.23

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6/3/2020	6/3/2020
Director of Civil Rights	6/4/2020	6/4/2020
Risk Manager	6/5/2020	6/5/2020 <i>REN</i>
Finance Director	6/5/2020	
City Attorney	6-08-20	6-9-2020
Mayor	6-9-2020	6-9-2020

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

Original + 2 Copies

06/02/2020 11:55:04 enjls - Matt Allie 266-4058

Dis Rights: OK *N/A* / Problem - Hold
 Prev Wage: AA / Agency / *N/A*
 Contract Value: *See above*
 AA Plan: *Approved*
 Amendment / Addendum # *1*
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant *PW* / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 60219 **Version:** 1 **Name:** Amending the 2020 Engineering Major Streets Capital Budget transfer \$510,000 of existing GO borrowing authority between major project Monroe Street and major program Citywide Flood Mitigation, and Awarding Public Works Contract 8536, McKenna Boulevard Flo

Type: Resolution **Status:** Passed

File created: 4/13/2020 **In control:** Engineering Division

On agenda: 5/19/2020 **Final action:** 5/19/2020

Enactment date: 5/27/2020 **Enactment #:** RES-20-00385

Title: Amending the 2020 Engineering Major Streets Capital Budget transfer \$510,000 of existing GO borrowing authority between major project Monroe Street and major program Citywide Flood Mitigation, and Awarding Public Works Contract 8536, McKenna Boulevard Flood Mitigation Phase 2 (City Wide ADs)

Sponsors: Keith Furman, Barbara Harrington-McKinney, Tag Evers

Indexes:

Code sections:

Attachments: 1. 8536.pdf, 2. Bid Report Contract 8536.pdf

Date	Ver.	Action By	Action	Result
5/19/2020	1	COMMON COUNCIL	Adopt - 15 Votes Required	Pass
5/12/2020	1	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT (15 VOTES REQUIRED) - REPORT OF OFFICER	Pass
4/22/2020	1	BOARD OF PUBLIC WORKS		
4/14/2020	1	Engineering Division	Refer	

The proposed resolution amends the 2020 Adopted Capital Budget for Engineering -- Major Streets by authorizing a net-neutral transfer of existing budget authority across major programs. Under the proposed resolution, \$510,000 of unused GO borrowing authority will be transferred from the Monroe Street Project to the Citywide Flood Mitigation Major Program - McKenna Flood Mitigation Phase 2 Project.

Munis:

(\$510,000) 10251-402-170

(\$510,000) 10251-402-801

\$510,000 12746-402-170

\$510,000 12746-402-801

Amending the 2020 Engineering Major Streets Capital Budget transfer \$510,000 of existing GO borrowing authority between major project Monroe Street and major program Citywide Flood Mitigation, and Awarding Public Works Contract 8536, McKenna Boulevard Flood Mitigation Phase 2 (City Wide ADs)

WHEREAS, on August 20, 2018 the Westside of the City of Madison experienced a very significant rain event with rainfall amounts ranging from 5 to 10 inches which fell in approximately 6 hours; and

WHEREAS, this rain event resulted in significant flash flooding damages to portions of the City including the McKenna Boulevard area; and

WHEREAS, City Engineering has been working on flood solutions to the McKenna Boulevard drainage problem with the neighborhood since approximately July of 2016 and;

WHEREAS, City Engineering has worked with the neighborhood to arrive at Phase 1 of the flood relief public works improvement project represented and bid under Contract 9411; and

WHEREAS, in order to provide the full benefits of the flood relief project, City Engineering will implement McKenna Boulevard Flood Mitigation Phase 2 in 2020, under Contract 8536; and

WHEREAS, City Engineering received six (6) competitive bids for construction of the design solution agreed to with the neighborhood; and

WHEREAS, a significant amount of the costs to construct this improvement involve the reconstruction of Struck Street and Schroeder Road to lower the overflow elevation to safely pass flows associated with large rain events.

WHEREAS, unused portions of the Monroe Street project funds will help pay for street related work that the Citywide Flood Mitigation Program would have otherwise needed to cover, and

WHEREAS, there are many flood mitigation related projects in the future that can benefit from the funds that would have otherwise been spent on the McKenna Boulevard Flood Mitigation Phase 2 project.

NOW, THEREFORE, BE IT RESOLVED that:

1. The following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting.**
2. The funds be encumbered to cover the cost of the projects contained herein. See attached document (Contract No. 8536) for itemization of bids.
3. The 2020 Engineering Major Streets Capital Budget is amended according to the fiscal note to cover the costs associated with infrastructure improvement necessary to implement the flood mitigation project known as the McKenna Boulevard Flood Mitigation Phase 2.



Legislation Details (With Text)

File #: 60219 **Version:** 1 **Name:** Amending the 2020 Engineering Major Streets Capital Budget transfer \$510,000 of existing GO borrowing authority between major project Monroe Street and major program Citywide Flood Mitigation, and Awarding Public Works Contract 8536, McKenna Boulevard Flo

Type: Resolution **Status:** Report of Officer

File created: 4/13/2020 **In control:** FINANCE COMMITTEE

On agenda: 5/19/2020 **Final action:**

Enactment date: **Enactment #:**

Title: Amending the 2020 Engineering Major Streets Capital Budget transfer \$510,000 of existing GO borrowing authority between major project Monroe Street and major program Citywide Flood Mitigation, and Awarding Public Works Contract 8536, McKenna Boulevard Flood Mitigation Phase 2 (City Wide ADs)

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PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8536
MCKENNA FLOOD MITIGATION PHASE 2

SPEEDWAY SAND & GRAVEL, INC.

\$1,262,371.23

Acct. No. 12746-402-170: 54410 (91350)	\$461,764.31
Contingency 8%±	<u>36,935.69</u>
Sub-Total	\$498,700.00
Acct. No. 12746-402-174: 54445 (91345)	\$8,960.72
Contingency 8%±	<u>719.28</u>
Sub-Total	\$9,680.00
Acct. No. 12746-84-174: 54445 (91345)	\$721,599.92
Contingency 8%±	<u>57,730.08</u>
Sub-Total	\$779,330.00
Acct. No. 12746-84-179: 54445 (91360)	\$70,046.28
Contingency 8%±	<u>5,603.72</u>
Sub-Total	\$75,650.00
 GRAND TOTAL	 <u>\$1,363,360.00</u>

Jurisdiction: Wisconsin

Demographics

Company Name: Fidelity and Deposit Company of Maryland	NAIC CoCode: 39306	Short Name:
SBS Company Number: 54219634	State of Domicile: Illinois	FEIN: 13-3046577
Domicile Type: Foreign	Organization Type: Stock	Country of Domicile: United States
NAIC Group Number: 212 - ZURICH INS GRP		Date of Incorporation: 03/18/1969
Merger Flag: No		

Address

Business Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States	Mailing Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States	Statutory Home Office Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States	Main Administrative Office Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States
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Phone, Email, Website

Phone	Email	Website								
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Toll Free Phone</td> <td>(800) 382-2150</td> </tr> <tr> <td>Business Primary Phone</td> <td>(847) 413-5048</td> </tr> <tr> <td>Business Primary Phone</td> <td>(847) 605-6000</td> </tr> </tbody> </table>	Type	Number	Toll Free Phone	(800) 382-2150	Business Primary Phone	(847) 413-5048	Business Primary Phone	(847) 605-6000	No results found.	No results found.
Type	Number									
Toll Free Phone	(800) 382-2150									
Business Primary Phone	(847) 413-5048									
Business Primary Phone	(847) 605-6000									

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 01/01/1982
Status: Active	Legacy State ID: 111700	Expiration Date:
Effective Date: 12/31/2018	Approval Date:	File Date:
Issue Date: 01/01/1982	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show entries Showing 1 to 2 of 1418 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Property	04/22/2019	01/08/2020	03/15/2021
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Casualty	04/22/2019	01/08/2020	03/15/2021

Line Of Business

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

Contact

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

Company Merger

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No results found.

Name Change History

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

\$1,262,371.23
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MCKENNA FLOOD MITIGATION PHASE 2

CONTRACT NO. 8536

MUNIS NO. 12746

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 19, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MCKENNA FLOOD MITIGATION PHASE 2
CONTRACT NO. 8536**

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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: ma

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:	MCKENNA FLOOD MITIGATION PHASE 2
CONTRACT NO.:	8536
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	See Pre Bid Meeting Info Below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	April 2, 2020
BID SUBMISSION (2:00 P.M.)	April 9, 2020
BID OPEN (2:30 P.M.)	April 9, 2020
PUBLISHED IN WSJ	March 26 & April 2, 2020

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

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 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 DISCREPANCIES

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

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS
MCKENNA FLOOD MITIGATION PHASE 2
CONTRACT NO. 8536

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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on Thursday, May 7, 2020**. 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 that Wednesday, **May 6, 2020**.

ARTICLE 104 SCOPE OF WORK

This flood mitigation project consists of the following: replacing the corrugated metal pipes at the inlet of Greentree Pond with concrete pipes; lowering and regrading the greenway channel between Greentree Pond and Schroeder Road; replacing the pipe culverts under Schroeder Road with box culverts; removing the concrete channel lining, lowering, and regrading the greenway channel north of Schroeder Road; storm sewer improvements; and water main replacement to allow for installation of larger storm water infrastructure.

Work shall include, but is not limited to: clearing & grubbing, channel excavation, base course, installation of storm pipe and structures, installation of box culverts, installation of water main and appurtenances, grading, installation of electrical conduit, pavement marking and restoration.

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. Email will be the preferred form of communication for all project contacts provided in this contract.

Traffic Engineering crews will need time to install all new lighting and traffic signals and temporary traffic signals. The Contractor shall provide time and space for Traffic Engineering to complete this work as the roadway cannot be re-opened until these items are fully installed. Contact Troy Vant (TVant@cityofmadison.com; (608) 266-4767) prior to placement of any binder or surface layers of payment to coordinate installation of traffic signal loops.

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 indicated on the plans to remain. The Contractor shall protect all items that are to remain and shall immediately clean off any residue from adjacent construction activities.

The existing Traffic Engineering electrical and fiber optic must remain in service throughout the duration of the project. The electrical conduit crossings that are to be replaced must remain operational until temporary signals and/or lighting are installed and are operational. Contact Mike Benzschawel (MBenzschawel@cityofmadison.com; (608) 266-9031) at the City of Madison Traffic Engineering shop at least forty-eight (48) hours in advance of needing traffic signal and street lighting equipment moved or removed. The rectangular rapid flashing beacon at Struck St. and Schroeder Rd. will need to be removed by City of Madison crews. The Contractor shall protect concrete bases from damage after removal of signs and poles. Street light cables on the northwest corner of Struck St. and Schroeder Rd. will need to be temporarily placed overhead by City of Madison Crews. Contact Mike Benzschawel at least forty-eight (48) hours in advance of installing concrete curb at the Struck St. and Schroeder Rd. intersection to allow City of Madison crews to install conduit prior to curb work and paving.

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. Several trees are noted on plans to follow the "No Root Cutting" procedures as identified in the standard specifications. 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 Schroeder Road and Struck Street. 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 commercial 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.

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. Provide a minimum of 1 week notice prior to needing structure adjustments.

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

Madison Gas & Electric Co (MG&E) has electrical facilities within the project limits that will need to be relocated. The contact for MG&E Electric is Mark Bohm at MBohm@mge.com or (608) 252-4730.

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

AT&T has facilities within the project area. The contact for AT&T is Carol Anason at ca2624@att.net or (608) 252-2385.

Madison Metropolitan Sewerage District (MMSD) has facilities within the project area. The contact for MMSD is Ray Schneider at RayS@madsewer.org or (608) 347-3628.

SECTION 107.1

PUBLIC CONVENIENCE AND SAFETY

Primary access to the site and hauling shall be via Schroeder Road and Struck Street. The Contractor shall be allowed to utilize a portion of the bike path along the City of Madison's West Badger Mill Creek-Elver Park Greenway – Schroeder Road Section for accessing and moving around the site, as approved by the Construction Engineer. Restoration of the existing bike path will be handled as described in the special provisions for Bid Item 90011 – Bike Path Restoration. The Contractor is alerted that there is no public street access to the site other than City greenway frontage on Schroeder Road and Struck Street. No hauling shall take place on local streets without prior written approval of the Construction Engineer.

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.

Contractor is alerted that little additional space is available within the project right of way or easement lines for a construction trailer, material storage or other use. If the Contractor identifies public property near the site which could be used for such purposes, they shall obtain advance approval from the Construction Engineer to occupy or disturb such area. If approval is not granted, the Contractor shall be required to obtain other staging locations and shall not be provided additional compensation for this effort.

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.

A traffic control plan is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. It shall not be considered to scale. The contractor shall not use the traffic control plan to represent quantity of drums. Drums shall be spaced per M.U.T.C.D. The contractor shall maintain all lanes shown on the traffic control plan. Accomplish the construction sequence, including the associated traffic control as detailed in the traffic control section of the plans, and as described in this traffic article. Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article. Submit all traffic control change requests to the construction engineer at least 7 working days prior to an actual traffic control change. A request does not constitute approval.

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

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

Schroeder Road - Schroeder Road may be closed at the project limits for the duration of the project. If closed, the detour plan shall be in place for as long as work is occurring here.

Bike Path - The bike path between McKenna Blvd. and Schroeder Rd. may be closed while work is occurring on the path. If closed, the detour plan shall be in place for as long as work is occurring here.

Construction equipment or materials shall not be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division at streets@cityofmadison.com or (608) 266-4681, one working day prior to placement of the plates.

Contractor shall place portable changeable message boards 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.

The Contractor shall post notifications at all ends of the paths for seven days prior to closing or detouring the paths. Postings shall be on signs a minimum of 11" x 17" in size.

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.

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 at TSobota@cityofmadison.com or (608) 261-4289.

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 Villarreal with the City of Madison Parking Utility at JVillarreal@cityofmadison.com or (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

Notify residents and businesses in writing at least 2 days (48 hours) prior to restricting access to any driveway. Notify residents and businesses in writing at least 3 days (72 hours) prior to closing any access to any driveway.

Provide emergency vehicles with adequate access to all properties along the project at all times.

Provide access for mail delivery to all properties.

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, trafficfieldops@cityofmadison.com or (608) 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, trafficfieldops@cityofmadison.com or (608) 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, Traffic Engineering Division, at JNash@cityofmadison.com or 608-266-6585, with any questions concerning these traffic control specifications.

ARTICLE 108.2 **PERMITS**

The following permits have been issued to the City of Madison for the proposed work:

- Wisconsin DNR Individual Permit to construct culverts: IP-SC-2019-13-04070
- Wisconsin DNR Individual Permit to change stream course: IP-SC-2019-13-04073

Wisconsin DNR WRAPP (NOI) and City of Madison Erosion Control permits will also be issued prior to the preconstruction meeting for this project. Weekly erosion control 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.

The Contractor shall meet the conditions of all permits, including but not limited to, 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 their 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 or after **JUNE 8, 2020**. All work shall be completed on or prior to **DECEMBER 31, 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 is made aware that the start of work date listed above may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at the discretion of the Engineer.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. Monday – Saturday within the roadway, greenway, or pond, unless approved by the Engineer in writing.

City expects that all permits applied for by the City listed in Section 108.2 will be obtained prior to the named start date. If elements of work critical to the schedule are delayed beyond the agreed start date due solely to the City's failure to obtain the permits listed in Section 108.2, the Completion Date will be adjusted accordingly. However, such delays shall not be grounds for any compensation from the City or adjustment in unit prices.

This project includes interim completion dates at one location within the project limits. Schroeder Road and Struck Street shall not be closed to traffic until after **June 10, 2020** and all work necessary to restore traffic on Schroeder Road and Struck Street shall be completed prior to **September 1, 2020**.

Any remaining paving or restoration work shall be completed no later than **December 31, 2020.**

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

SECTION 107.13 TREE PROTECTION

The Contractor is advised to review Section 107.13 of the Standard Specifications for tree protection. Other sections are applicable except as provided below.

All trees shall be saved except those trees marked for removal on the plans and with pink paint in the field. Because of the intent to save trees, there are trees to be saved that are inside the construction limits. It is recognized that grading operations and root cutting of these trees may need to occur within 5 feet of these trees in order to complete the work, but care must be taken in these areas. Roots shall be cut cleanly by using lopping shears, chainsaw, stump grinder, sawzall, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation is complete. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is **not** acceptable. All mechanical grading, including sod installation within five (5) feet of any tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system shall be prohibited unless directed by the City Engineer or City Forester.

With regard to Section 107.13(f), pruning to accommodate construction equipment invading the tree crown may be done by the Contractor, with advance permission from City Forestry and Construction Engineer. No pruning will be performed by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications.

With regard to Section 107.14(g), no parked vehicles, construction equipment, materials, or spoils will be allowed to be placed within 5 feet of a tree. Construction traffic within 5 feet of a tree will be allowed only where necessary to complete grading operations, as described above, at the discretion of the Construction Engineer.

Where noted on the plan set that trees are to be kept and not disturbed, trees shall be protected. City Forestry and City Engineering will mark these trees with ribbon after the site has been staked prior to construction. The Contractor shall not disturb these trees and may further indicate their presence by placing temporary fencing between the work area and tree. Temporary fencing shall be paid separately under Bid Item 90010.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

The item of Excavation Cut shall apply to all excavation for channel within the project limits except for removal of concrete items and pipes, which are paid separately. This item also does not include trenching for water main, sanitary sewer or storm sewer pipes nor does it include any excavation for the channel restoration work. Excavation Cut shall be in accordance with Article 201 of the Standard Specifications except as provided below.

The plan quantity of excavation cut includes quantities for all work necessary to construct Schroeder Road at the proposed profile on the plans, to construct the proposed natural channel at a lower elevation than the existing channel, and for the over-excavated channel sections (Stations 0+50 – 7+36 and 11+00 – 23+36).

The plan quantity of excavation cut includes quantities for all work necessary to grade the streets to the subgrade for placement of new base course and pavement. In locations where only pavement is to be

removed, the plan quantity includes the necessary excavation cut to remove the pavement to top of the base course.

In locations where the new culvert and channel alignment will involve filling, it is assumed that suitable fill material will be found from excavation areas within the limits of the project, and the Contractor shall use these materials as necessary to establish the grade in fill areas.

Suitable material, as determined by the Construction Engineer, from the cut shall be used on site to construct embankments as indicated on the plans. Placing, grading and compaction of excavated materials will be considered incidental to this bid item.

The Contractor shall be responsible for determining a suitable off-site disposal location for excess or unsuitable material. Contractor shall comply with all laws and permit conditions for off-site disposal and any off-site disposal costs or fees are considered incidental to this bid item.

METHOD OF MEASUREMENT

The quantity of Unclassified Excavation above the subgrade line as shown on the cross sections will not be measured in the field, but will be assumed to be the Plan Quantity as shown on the Plans. Excavation below Subgrade (EBS or undercut, including topsoil stripping), where required by the Construction Engineer, will be measured in the field. The pay quantity for the item of Excavation Cut shall be the sum of the plan quantity for Unclassified Excavation and the measured quantity of EBS, with no adjustment for shrink/swell.

BASIS OF PAYMENT

Excavation Cut, measured as provided above, will be paid at the contract unit price per Cubic Yard, which shall be full compensation for all excavation of asphalt, granular materials or soil, compaction of the subgrade where required, removal, hauling, and disposal of all excess materials of all types, and all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 20109 – FINISH GRADING

Finish Grading shall include all work along the greenway channel to restore the existing grass areas disturbed during construction. Contractor to note – the Construction Inspector shall be called to inspect and approve the finish grade prior to seeding and mulching.

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 20221 – TOPSOIL

DESCRIPTION

Topsoil shall include furnishing, spreading, fine grading and raking the surface in preparation for seeding, in accordance with Section 202 of the Standard Specifications. Contractor may use salvaged topsoil obtained from excavation within the project limits for some or all of the topsoil required. If salvaged topsoil is used, this item includes any additional effort to strip the topsoil, stockpile it on site and prepare it to meet the material specifications. If off-site topsoil is required, no extra compensation will be allowed.

All areas within the limits of disturbance, except areas of hard surface, shall have topsoil placed to a minimum thickness of six (6) inches unless otherwise shown on plans. Within the terraces areas (between the curb and sidewalk), Topsoil shall be placed to a depth of twelve (12) inches, as indicated on the details. This item shall be measured and paid per the standard specifications.

METHOD OF MEASUREMENT

Topsoil will be measured by the square yard, in place.

BASIS OF PAYMENT

Topsoil will be paid at the contract price per square yard, which shall be full payment for segregating, stockpiling and preparing salvaged topsoil, furnishing additional topsoil from offsite if needed, placing, grading and raking finished surface, all materials, labor and incidentals necessary to complete the work as provided.

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 by Inch-Diameter as provided in the Standard Specifications. Only trees with a 3-inch or greater diameter, measured approximately 4.5 feet above ground level will be measured.

BASIS OF PAYMENT

Clearing and Grubbing, measured as provided above, will be paid at the contract price per Inch-Diameter, which shall be full payment for all work to complete this item in accordance with the Standard Specifications.

SECTION 210.1(D) CLEAR STONE BERM (DITCH CHECK)

The Contractor shall install ditch checks as shown on the plan set and in accordance with Section 210.1(d) of the Standard Specifications. The Contractor shall construct the ditch checks as shown in City of Madison Engineering Division Standard Detail Drawing 1.05. Ditch checks may be relocated as necessary due to construction phasing and field conditions. Installation of ditch checks may be phased in accordance

with construction progress. All materials necessary to construct, maintain, and remove the ditch checks shall be considered incidental to Bid Item 21014.

BID ITEM 21073 – EROSION MATTING, CLASS II, TYPE C - ORGANIC

DESCRIPTION

Work under this bid item shall consist of furnishing and installing Class II, Type C - Organic Erosion Control Revegetative Mat (ECRM) on all disturbed areas to be seeded, except those areas specifically shown on the plans or directed by the Construction Engineer to be matted with a different material. The ECRM shall be one of the products listed in the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL), under the category "Erosion Mat, Class II, Type C – Organic." On channel side slopes and banks, a double layer of Class II, Type C – Organic matting shall be installed, as shown in the plans.

METHOD OF MEASUREMENT

Erosion Matting, Class II, Type C - Organic shall be measured by the square yard in place, not including runoff in anchor trenches or overlap. No adjustment shall be made for slope.

ARTICLE 501 SEWER AND SEWER STRUCTURES GENERAL

STORM SEWER GENERAL

The Storm Sewer Designer for this project is Matt Allie. He may be contacted at MAllie@cityofmadison.com or (608) 266-4058. Questions related to the box culvert and channel grading may be directed to Matt Allie.

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 design engineer has been received.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Kelly Miess. She may be contacted at kmiess@madisonwater.org or (608) 261-9640.

The project consists of furnishing and installing ductile iron water main and fittings on Schroeder Road just west of Struck Street. The proposed water main is being relocated to accommodate proposed the storm sewer improvements. The water main underneath the stormwater conveyances is to be installed in casing and reconnected to existing main on either side of the storm crossings.

The project also includes abandoning, and removing as required, existing water main. **Any required removal and disposal of existing main shall be incidental to the installation of new main.** Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

Water Services Outages: Restrictions

Cut-in connections on Schroeder Road will disrupt water service to La Petite Childcare Center located at 6514 Schroeder Road. This facility, which is open from 6am to 6pm Monday through Friday, cannot operate without water. Allow no water service outages to the center Monday through Friday. **Any cut-in connection that causes a service outage to La Petite may only be performed on a Saturday or a Sunday.**

Water Services Outages: Direct Contact for Notification

The customers listed below require a specific customer representative to be notified of service outages. Directly contact the following representatives to provide the required standard notification or for emergency outages:

- La Petite Academy, 6514 Schroeder Road
 - Primary: Carin (608) 277-0076
 - Secondary: Jenny (608) 222-0328
- Prairie Park Senior Apartments, 6530 Schroeder Road
 - Main Number: (608) 276-5785 or contact on site, in person.
- Country Meadows Apartments, 6840 Schroeder Road
 - Laurie: (608) 273-8662

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

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

SECTION 702 MATERIALS

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

All proposed water main, not just the carrier pipe, shall be US Pipe TR-Flex or equivalent.

SECTION 703 CONSTRUCTION METHODS

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

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

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

WN1	Replace the existing lead service with a new copper service.
WN2	Extend and reconnect the existing copper service to the new water main.
WN3	Existing service to be abandoned when water main is cut-off.
WN4	Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
WN5	Relocate the existing fire hydrant.
WN6	Abandon water valve access structure.
WN7	Furnish and install the new top section for the water access structure.
WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 50501 – PRECAST REINFORCED CONCRETE BOX CULVERT

DESCRIPTION

This item shall include all work, materials, incidentals, and coordination necessary to provide and install 8' span x 4' rise precast reinforced concrete box culverts as shown on the plan set and as specified here. This includes all joint material, bedding, and backfill as described.

A box culvert structural design is required for this bid item and shall be provided and stamped by a Professional Engineer. The box culvert design and fabrication shall be in accordance with the Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD, ASTM C1577 – 19 and AASHTO LRFD Specifications, using the controlling cover depth along the profile of the box. The box shall be manufactured, provided, and installed with the appropriate amount of reinforcing steel, as specified in the structural design. This special provision specifies the dimensions and structural design standards required for this box culvert.

This item includes all excavation required for installation of the box culvert and all necessary removal and disposal of excess trench excavation, off site at a location to be provided by the Contractor. Further, the work under this item includes stockpiling and reuse of excavation spoils for backfill of the 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 geotextile (paid under **BID ITEM 20241 - RIPRAP FILTER FABRIC, TYPE HR**) placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes.
- 2) A one (1) foot thick layer 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) Those portions of the box culvert under the pavement structure backfill shall be in accordance with "Article 502 – Trench Excavation, Bedding, and Backfill," SDD 5.2.1, and SDD 5.2.2. Provision and placement of backfill is included in the price of this bid item.
- 4) Joint sealing shall be included in the price of this bid item and the joints between box culvert sections shall be sealed as follows:
 - (a) The full interior of the joints of the box shall be sealed with cold plastic trowelable sewer joint compound or two (2) appropriately sized mastic "ropes" (commonly used products include Pro-Stik & EZ-Stik) around the entire joint of the box.
 - (b) The exterior joints of the box shall be sealed with a 12" wide butyl exterior joint wrap (common products include EZ-Wrap & ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint.
 - (c) If multiple, parallel, box installations are called for, the spacing between exterior walls of the boxes shall include a three (3) inch horizontal separation, at minimum, and this separation space shall be maintained between the boxes along the entire run. The void between the boxes shall be filled with TYPE A Slurry Mix as specified in Section 301.9 of the Specifications.

METHOD OF MEASUREMENT

Precast Reinforced Concrete Box Culvert shall be measured by the linear foot for box culvert provided and installed.

BASIS OF PAYMENT

Precast Reinforced Concrete Box Culvert, 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 as described above.

BID ITEM 90010 - CONSTRUCTION FENCE (PLASTIC)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans. Fencing may be used to delineate areas for tree protection, as shown in the plans or as directed in the field.

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

Construction Fence (Plastic) shall be measured by the linear foot quantity.

BASIS OF PAYMENT

Construction Fence (Plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90011 – BIKE PATH RESTORATION

DESCRIPTION

In locations not specifically identified on the plans for work on the bike path, the existing bike path is to remain. Prior to starting work, the Contractor shall review the condition of the existing bike path with the Engineer. As work on the channel and associated culverts nears completion, the Contractor shall review the post-construction condition of the bike path with the Engineer. In locations where damage to the path has occurred, which has resulted in approximately 10% or more cracking, rutting, potholing or other forms of deterioration, the Contractor shall mill and overlay 2 inches of the bike path surface. In locations where damage is severe, the contractor shall fully excavate and replace the base course and pavement for the path. Locations of the various repair types will be at the direction of the Engineer. The minimum length of any mill and overlay or pavement surface repairs shall be 50 ft. All restoration of the bike path shall be completed per the standard specifications using the materials identified on standard detail drawing 4.08. Following the bike path repair work, any landscape restoration or shoulder repair associated with the bike path pavement repairs shall be completed per the standard specifications, and the associated landscape restoration work is included with this item.

METHOD OF MEASUREMENT

Bike Path Restoration shall be measured by the Lump Sum, for work acceptably completed.

BASIS OF PAYMENT

This item, measured as provided above shall be paid at the contract unit price for all work, materials, equipment and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90030 – STORM CONTROL PLAN AND IMPLEMENTATION

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to prepare a stormwater control plan and to implement the approved plan. The storm control plan shall include dry weather, wet weather and backwater flow control contingencies. The Contractor shall submit to the project engineer a plan that details how storm flows will be managed and/or diverted during placement of the new two-cell (8' span x 4' rise) box culvert, concrete channel lining removal, new channel excavation and re-shaping, and associated grading and restoration. At a minimum, the pre-construction cross-sectional area and conveyance capacity of both the open channel upstream of Greentree Pond and the culverts under Schroeder Road must be maintained throughout construction. The approved methodology shall be

installed prior to any storm sewer work. Any work, materials, and incidentals necessary to repair and restore the site in conjunction with the Storm Control Plan and 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 Plan and Implementation shall be measured as a lump sum bid item.

BASIS OF PAYMENT

Storm Control Plan and Implementation, 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 as described above.

BID ITEM 90031 – REMOVE EXISTING CUNETTE

DESCRIPTION

Work under this item shall include all work, material, and incidentals necessary to remove the existing reinforced concrete cunette in the Watts Road Section greenway within the limits shown on the plans, between Schroeder Road and the first private driveway from Struck Street that crosses the channel. The existing concrete cunette has an estimated thickness of 12". This item includes but is not limited to all required sawcutting of the existing cunette, removal of the cunette, stockpiling as needed, hauling away and disposal of the reinforced concrete. Contractor shall be responsible for determining a suitable off-site disposal location and paying all fees associated with disposal.

METHOD OF MEASUREMENT

Remove Existing Cunette shall be paid by the square yard of reinforced concrete removed, with no adjustment for the sideslopes/wings of the cunette.

BASIS OF PAYMENT

Remove Existing Cunette, 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 90032 – REMOVE EXISTING 48" RCP APRON ENDWALL

DESCRIPTION

Work under this item shall include all work, material, and incidentals necessary to remove the concrete apron endwall structures at the inlet and outlet of the three existing 48" RCP culverts under Schroeder Road, and at the outlet of the existing 48" RCP storm sewer under Schroeder Road, as shown on the plans. This item includes but is not limited to removal of the structures, any required sawcutting of the existing endwall structures, stockpiling as needed, hauling away and disposal of the reinforced concrete. Contractor shall be responsible for determining a suitable off-site disposal location and paying all fees associated with disposal.

METHOD OF MEASUREMENT

Remove Existing 48" RCP Apron Endwall shall be paid by the endwall structure removed.

BASIS OF PAYMENT

Remove Existing 48" RCP Apron Endwall, 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 90033 – REMOVE EXISTING CONCRETE RETAINING WALL & CHAINLINK FENCE

DESCRIPTION

Work under this item shall include all work, material, and incidentals necessary to remove the reinforced concrete retaining wall and chainlink fence near the outfall of the four existing 48" RCP on the south side of Schroeder Road, as shown on the plans. This item includes but is not limited to all required sawcutting of the existing wall, removal of the wall material, stockpiling as needed, hauling away and disposal of the reinforced concrete and fence material. Contractor shall be responsible for determining a suitable off-site disposal location and paying all fees associated with disposal.

METHOD OF MEASUREMENT

Remove Existing Concrete Retaining Wall & Chainlink Fence shall be paid by the square yard of reinforced concrete removed, measured on the on the exposed face of the wall (in the vertical dimension).

BASIS OF PAYMENT

Remove Existing Concrete Retaining Wall & Chainlink Fence, 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 90034 – REMOVE EXISTING 42" CMP CONCRETE HEADWALL

DESCRIPTION

Work under this item shall include all work, material, and incidentals necessary to remove the concrete headwall structures at the inlet and outlet of the three existing 42" CMP under the bike path at the inlet of Greentree Pond, as shown on the plans. This item includes but is not limited to all required sawcutting of the existing headwall structures, removal of the structures, stockpiling as needed, hauling away and disposal of the reinforced concrete. Contractor shall be responsible for determining a suitable off-site disposal location and paying all fees associated with disposal.

METHOD OF MEASUREMENT

Remove Existing 42" CMP Concrete Headwall shall be paid by the headwall structure removed.

BASIS OF PAYMENT

Remove Existing 42" CMP Concrete Headwall, 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 90035 – 24 INCH PIPE GRATE

DESCRIPTION

Work under this item shall include all necessary work, materials, and incidentals necessary to construct and install a pipe grate at the outfall of P-5 (T-2). The grate shall be constructed as shown in City of Madison Standard Detail Drawing (SDD) 5.6.3, but sized to completely cover the outfall of a 24" reinforced concrete pipe. Bar and hinge spacing shall be as shown in SDD 5.6.3. In addition to hinges along the top of the opening, identical hinges shall be installed at the same interval along the bottom of the grate to prevent opening of the grate.

METHOD OF MEASUREMENT

24 Inch Pipe Grate shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

24 Inch Pipe Grate shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90036 – 48 INCH PIPE GRATE

DESCRIPTION

Work under this item shall include all necessary work, materials, and incidentals necessary to construct and install a pipe grate at the outfall of P-7 (S-7). The grate shall be constructed as shown in City of Madison Standard Detail Drawing (SDD) 5.6.3, but sized to completely cover the outfall of a 48" reinforced concrete pipe. Bar and hinge spacing shall be as shown in SDD 5.6.3. In addition to hinges along the top of the opening, identical hinges shall be installed at the same interval along the bottom of the grate to prevent opening of the grate.

METHOD OF MEASUREMENT

48 Inch Pipe Grate shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

48 Inch Pipe Grate shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90037 – BOX CULVERT UPSTREAM END WINGWALL & APRON (S-1)

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 at the inlet of P-1 and P-2 per the City of Madison's Standard Detail Drawings 5.5.1A and 5.5.1B. Excavation and clear stone bedding shall be installed as stated in S.D.D. 5.5.1A and shall be paid for under this bid item. At the edge of the apron, cutoff wall shall be installed, as shown in the detail referenced above.

METHOD OF MEASUREMENT

Box Culvert Upstream End Wingwall & Apron (S-1) shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Box Culvert Upstream End Wingwall & Apron (S-1), 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 90038 – BOX CULVERT DOWNSTREAM END WINGWALL & APRON (S-7)

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 at the outlet of P-1, P-2, and P-7 per the City of Madison's Standard Detail Drawings 5.5.1A and 5.5.1B. Excavation and clear stone bedding shall be installed as stated in S.D.D. 5.5.1A and shall be paid for under this bid item. The wingwall and apron shall have the following dimensions, as shown on sheet U-2 of the plans: the wingwalls both open at a 45 degree angle, measured from the inside wall of the box culvert; the apron floor extends 10 feet out from the opening of the box culverts and pipe; the apron extends 35 feet along the face of the box culvert and pipe openings; the edge of the apron away from the culvert openings has a length of 55 feet. At the edge of the apron, cutoff wall shall be installed, as shown in the detail referenced above.

METHOD OF MEASUREMENT

Box Culvert Downstream End Wingwall & Apron (S-7) shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Box Culvert Downstream End Wingwall & Apron (S-7), 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 90039 – PIPE CULVERT WINGWALL & APRON

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to construct and install a full cast-in-place concrete pipe culvert wingwalls and apron at the inlet and outlet of pipes P-8, P-9, P-10, P-11. The wingwalls and apron shall be constructed by modifying the box culvert apron in the City of Madison's Standard Detail Drawings 5.5.1A and 5.5.1B to extend across the openings of all four 42" diameter pipes. Excavation and clear stone bedding shall be installed as stated in S.D.D. 5.5.1A and shall be paid for under this bid item.

METHOD OF MEASUREMENT

Pipe Culvert Wingwall & Apron shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Pipe Culvert Wingwall & Apron, 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 90040 – REMOVE BIKE PATH RAILING

DESCRIPTION

This item includes all work, equipment, hauling and incidentals necessary to remove the railings at the locations indicated on plan sheet U-5. All work shall be completed per Part II of the standard specifications and per the plans and details. The railings to be removed may be constructed with different materials and by different methods. All railings to be removed will be paid under this item regardless of size, detail or material. The Contractor shall remove all elements of the railings.

METHOD OF MEASUREMENT

Remove Bike Path Railing shall be measured by the Linear Foot acceptably removed.

BASIS OF PAYMENT

Remove Bike Path Railing, measured as stated above, shall be paid at the contract unit price which includes all equipment, work, hauling and incidentals necessary to complete the work as set forth in the description and as shown on the plans and details.

BID ITEM 90041 – CULVERT PROTECTIVE RAILINGS

DESCRIPTION

This Bid Item consists of providing and installing a steel railing at the locations indicated on plan sheets U-2 and U-5, as shown in the "Railing Details" on those sheets. The Contractor shall provide shop drawings of the railing to the Engineer for approval prior to installation. Note that the details provided contain some flexibility in the dimensions such that the layout can be modified to meet the actual field conditions.

The railing posts shall be embedded to a minimum depth of 18" or to the top of the concrete culvert using Ankr-TITE Concrete Anchors. Surround the embedded concrete posts with a minimum of 18" diameter of concrete. Leave a minimum of 4" above the concrete for placement of topsoil & seed (paid separately).

MATERIALS

Railing: All steel pipe railing material, shall be painted with a three-coat, zinc rich epoxy system consisting of an inorganic, zinc rich primer, intermediate high build epoxy paint coat, and protective shop coat of urethane paint. Prior to painting, all steel posts and rails shall be given a near-white blast cleaning. Painting and cleaning shall conform to Section 517 of the State Standard Specifications.

METHOD OF MEASUREMENT

Railing will be measured by linear foot, acceptably installed.

BASIS OF PAYMENT

Railing shall be paid per the above and shall include all materials, labor and equipment necessary to install the railing as set forth in the description.

BID ITEM 90042 – SLOPE PROTECTION TREATMENT

DESCRIPTION

This work shall consist of furnishing and placing the Flexamat, or similar approved tied concrete block erosion control mat, system in accordance with this specification and conforming to the lines, grades, design, and dimensions shown on the plans.

MATERIALS

Flexamat is manufactured from individual concrete blocks tied together with high strength polypropylene bi-axial geogrid. Each block is tapered, beveled and interlocked and includes connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

Tied Concrete Block Mats shall be Flexamat, manufactured by Motz Enterprises, Inc. or approved equal (See Section 3, Alternative Products).

Blocks. Furnish blocks manufactured with concrete conforming to the cement requirements of ASTM C150 and to the aggregate requirements of ASTM C33. Meet a minimum compressive strength of 5,000 psi at 28 days. Furnish blocks that have a minimum weight of 3 lb. per block. Blocks shall be placed no further than 2 in. apart. Exterior of the blocks shall have a coarse, non-slip surface, with no noticeable protrusions or bumps.

Polypropylene Bi-Axial Geogrid. Provide revetment mat that is constructed of a high tenacity, low elongating, and continuous filament polypropylene fibers that is securely cast into and embedded within the base of the concrete blocks and obtains connection strength greater than that of the geogrid. Ensure the geogrid meets the requirements of Table 1:

Table 1

Polypropylene Bi-Axial Geogrid

Description	Requirement
UV Stabilization	2% Carbon Black
Ultimate Tensile Strength	2055 lb./lf

Leno Weave Five-Pick Netting

GSM	g/m ²	
		118 (-3 ~ +3)
Density	Picks/10cm	62 x 24 (+/- 2)
Warp Strength	N/5cm	>350
Warp Elongation	%	20-50
Weft Strength	N/5cm	>280
Weft Elongation	%	20 - 50
Warp Shrinkage	%	≤7
Weft Shrinkage	%	≤9

Underlayment Materials – Three backing options:

- Standard Flexamat – Includes Curlex® II backing
 - Flexamat Plus – Includes both Curlex® II and Recyclex TRM-V
 - Flexamat with Filter Fabric – Includes non-woven filter fabric backing.
- The backing material shall be packaged within roll of Flexamat.

Curlex® II:

Curlex II erosion control blanket (ECB) consists of a specific cut of naturally seed free Great Lakes Aspen curled wood excelsior with 80% six-inch fibers or greater fiber length. It is of consistent thickness with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket is covered with degradable polypropylene netting.

<u>Index Property</u>	<u>Test Method</u>	<u>Value</u>
Thickness	ASTM D 6525	0.418 in (10.62 mm)
Light Penetration	ASTM D 6567	34.6%
Resiliency	ASTM D 6524	64%
Mass per Unit Area	ASTM D 6475	0.57 lb/yd ² (309 g/m ²)
MD-Tensile Strength Max.	ASTM D 6818	127.0 lb/ft (1.9 kN/m)
TD-Tensile Strength Max.	ASTM D 6818	50.9 lb/ft (0.7 kN/m)
MD-Elongation	ASTM D 6818	28.64%
TD-Elongation	ASTM D 6818	29.84%
Swell	ECTC Procedure	89%
Water Absorption	ASTM D 1117/ECTC	199%
Bench-Scale Rain Splash	ECTC Method 2	SLR = 6.84 @ 2 in/hr ^{2,3}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.19 @ 4 in/hr ^{2,3}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.56 @ 6 in/hr ^{2,3}
Bench-Scale Shear	ECTC Method 3	2.6 lb/ft ² @ 0.5 in soil loss ³
Germination Improvement	ECTC Method 4	645%

¹ Weight is based on a dry fiber weight basis at time of manufacture. Baseline moisture content of Great Lakes Aspen excelsior is 22%.

² SLR is the Soil Loss Ratio, as reported by NTPEP/AASHTO. ³ Bench-scale index values should not be used for design purposes.

Recyclex® TRM:

Recyclex TRM – V is a permanent non-degradable Turf Reinforcement Mat (TRM), consists of 100% post-consumer recycled polyester (green or brown bottles) with 80% five-inch fibers or greater fiber length. It is of consistent thickness with fibers evenly distributed throughout the entire area of the TRM. The top and bottom of each TRM is covered with heavy duty polypropylene net. Fibers are tightly crimped and curled to allow fiber interlock, and to retain 95% memory of the original shape after loading by hydraulic events. Fibers have a specific gravity greater than 1.0; therefore, the blanket will not float during hydraulic events. Recyclex TRM – V meets Federal Government Executive Order initiatives for use of products made from, or incorporating, recycled materials. Recyclex TRM – V shall be manufactured in the U.S.A. and the fibers shall be made from 100a% recycled post-consumer goods.

<u>Index Property</u>	<u>Test Method</u>	<u>Value</u>
Thickness	ASTM D 6525	0.294 in (7.47 mm)
Light Penetration	ASTM D 6567	57%
Resiliency	ASTM D 6524	86%
Mass per Unit Area	ASTM D 6566	0.50 lb/yd ² (271 g/m ²)
MD-Tensile Strength Max.	ASTM D 6818	295.2 lb/ft (4.32 kN/m)
TD-Tensile Strength Max.	ASTM D 6818	194.4 lb/ft (2.85 kN/m)
MD-Elongation	ASTM D 6818	32.2%
TD-Elongation	ASTM D 6818	40.8%
Swell	ECTC Procedure	8%
Water Absorption	ASTM D 1117/ECTC	33.8%
Specific Gravity	ASTM D 792	1.21
UV Stability	ASTM D 4355 (1,000 hr)	80% minimum
Porosity	Calculated	97.5%
Bench-Scale Rain Splash	ECTC Method 2	SLR = 4.13 @ 2 in/hr ^{1,2}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 4.97 @ 4 in/hr ^{1,2}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 5.99 @ 6 in/hr ^{1,2}
Bench-Scale Shear	ECTC Method 3	2.40 lb/ft ² @ 0.5 in soil loss ²
Germination Improvement	ECTC Method 4	353%

¹ SLR is the Soil Loss Ratio, as reported by NTPEP/AASHTO. ² Bench-scale index values should not be used for design purposes

10oz non-woven filter fabric:

The underlayment material shall be packaged in roll of Flexamat and shall meet the following characteristics:

Property	Test Method	English	Metric
Weight - Typical	ASTM D-5261	10 oz/sy	339 g/sm
Tensile Strength	ASTM D-4632	250 lbs	1,112 N
Elongation @ Break	ASTM D-4632	50%	50%
Mullen Burst*	ASTM D-3786*	500 psi	3,447 kPa
Puncture Strength*	ASTM D-4833*	155 lbs	690 N
CBR Puncture	ASTM D-6241	700 lbs	3,115 N
Trapezoidal Tear	ASTM D-4533	100 lbs	444 N
Apparent Opening Size	ASTM D-4751	100 US Sieve	0.150 mm
Permittivity	ASTM D-4491	1.20 Sec-1	1.20 Sec-1
Water Flow Rate	ASTM D-4491	80 g/min/sf	3,251 l/min/sm
UV Resistance @ 500 Hours	ASTM D-4355	70%	70%

Cover the mat or otherwise protect it during long periods of storage to protect against degradation of the backing material as recommended by the manufacturer.

Mats will be rolled for shipment and are packaged with handling straps. These handling straps shall only be used for lifting below 2 ft. to place heavy duty lifting straps under rolls. Upon delivery, rolls may be left exposed for up to 30 days. If exposure will exceed 30 days, cover or tarp the rolls to minimize UV exposure.

All mats to be inspected upon delivery. Assure that all units are sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction.

Chipping or missing concrete resulting in a weight loss exceeding 15% of the average weight of a concrete unit is grounds for rejection by the engineer. Replace, repair or patch the damaged areas per the manufacturer's recommendations.

Alternative products may be considered if composition matches the materials detailed in Section 2. Such products must be pre-approved in writing by the Engineer prior to bid date. Alternative product packages must be submitted to the Engineer a minimum of fifteen (15) days prior to bid date. Submittal packages for alternate products must include, as a minimum, the following:

- a. Product Properties – Composition of materials, stating product is comprised of the following components:
 - i. Concrete Blocks - minimum compressive strength of 5,000 psi at 28 days. Furnish blocks that have a minimum weight of 3 lb. per block. Blocks shall be placed no further than 2 in. apart.
 - ii. Polypropylene Bi-Axial Geogrid – minimum tensile strength of 2055lbs
 - iii. Leno Weave Five-Pick Netting – packaged within roll, between concrete blocks and the underlayment.
 - iv. Underlayment - Minimum of a double-net excelsior (wood fiber) blanket, plus additional turf reinforcement or filter fabric as specified by design engineer. Underlayment must be packaged within the Tied Concrete Block Mat rolls.
- b. Full-Scale laboratory testing performed by an independent 3rd party testing facility with associated engineered calculations certifying the hydraulic capacity of the proposed Tied-Concrete Block Erosion Control Mat meets the performance requirements listed in Section 3 of this specification.
- c. A list of 15 comparable projects in terms of project size, application and material dimensions in the United States, where the results of the specific alternative material's use can be verified and reviewed for system integrity and sustained after a minimum of 10 years of service life.

The Engineer for this project is Matt Allie, who may be reached at MAllie@cityofmadison.com or (608) 266-4058.

CONSTRUCTION

Prior to installing Flexamat, prepare the subgrade as detailed in the plans. All subgrade surfaces to be smooth and free of all rocks, stones, sticks, roots, and other protrusions or debris of any kind that would result in an individual block being raised more than 3/4 in. above the adjoining blocks. When seeding is shown on the plans, provide subgrade material that can sustain growth.

Ensure the prepared subgrade provides a smooth, firm, and unyielding foundation for the mats. The subgrade shall be graded into a parabolic or trapezoidal shape to concentrate flow to middle of mat or mats.

When vegetation is required, distribute seed on the prepared topsoil subgrade before installation of the concrete mats in accordance with the specifications.

Install mats to the line and grade shown on the plans and per the manufacturer's guidelines. The manufacturer or authorized representative will provide technical assistance during the slope preparation and installation of the concrete block mats as needed.

Provide a minimum 18 in. deep concrete mat embedment toe trench at all edges exposed to concentrated flows. Recess exterior edges subject to sheet flow a minimum of 3 in.

When needed, provide fastening or anchoring as recommended by the manufacturer or engineer for the site conditions.

For seams parallel to the flow line in ditch or channel applications, center a minimum 3 ft. wide strip of soil retention blanket under the seam. Fasten along the seam at 5 ft. maximum spacing. Parallel seams in the center of the ditch shall be avoided when possible.

Shingle seams perpendicular to the flow line with the downstream mat recessed a minimum of 2 blocks under the upstream mat and fastened together along the seam at 2 ft. maximum spacing if required by manufacturer or engineer.

MEASUREMENT

This Item will be measured by the square yard, as shown on the plans, complete in place.

BASIS OF PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flexamat". This price is full compensation for loading and transporting, placing concrete block mats; excavation and disposal; furnishing topsoil and bedding; and equipment, labor, materials, tools, and incidentals.

BID ITEM 90043 – AGGRESSIVE SEEDING FOR WEEDY AREAS

DESCRIPTION

Work under this bid item shall include seeding with an Aggressive Seed Mix where specified in the plan set, as shown specifically in the restoration detail on the erosion control sheets and sheets U-1 through U-5. This work shall be in accordance with Article 207 of the Standard Specifications, except as provided below.

Seed Mix shall be custom mixed or a modified pre-designed mix from an approved native seed supplier. The mix shall include a cover crop as recommended by the native seed supplier or other approved cover crop, per Section 207.3(b). Rye will not be permitted as a cover crop.

Seed shall be native ecotypes. No improved varieties shall be allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

Seed at the rate recommended by the manufacturer. For questions about the seed mix, contact Maddie Dumas from City of Madison Engineering Division, at MDumas@cityofmadison.com or (608) 266-9525.

Forbs

Ox-eye sunflower (*Heliopsis helianthoides*) (% by wt. 0.9)
Native yarrow (*Achillea millefolium*) (% by wt. 6.5)
Lavender hyssop (*Agastache foeniculum*) (% by wt. 3.6)
Nodding onion (*Allium cernuum*) (% by wt. 0.5)
Partridge pea (*Chamaecrista fasciculata*) (% by wt. 1.2)
Glade mallow (*Napea dioica*) (% by wt. 0.3)
Cup plant (*Silphium perfoliatum*) (% by wt. 0.3)
Evening primrose (*Oenothera biennis*) (% by wt. 5.4)
Ironweed (*Vernonia fasciculata*) (% by wt. 1.3)
Gray-headed coneflower (*Ratibida pinnata*) (% by wt. 0.5)
Bergamot (*Monarda fistulosa*) (% by wt. 3.6)
Blue vervain (*Verbena hastata*) (% by wt. 3.6)
Foxglove beardtongue (*Penstemon digitalis*) (% by wt. 8.7)
Stiff goldenrod (*Solidago rigida*) (% by wt. 1.8)

Grasses

Indian grass (*Sorghastrum nutans*) (% by wt. 7.2)
Big bluestem (*Andropogon gerardii*) (% by wt. 3.5)
Canada wild rye (*Elymus canadensis*) (% by wt. 1.7)
Side oats grama (*Bouteloua curtipendula*) (% by wt. 14.5)
Brown fox sedge (*Carex vulpinoidea*) (% by wt. 8.0)
Virginia wild rye (*Elymus virginicus*) (% by wt. 1.2)
Little bluestem (*Schizachyrium scoparium*) (% by wt. 11.6)

For the Contractor's information, a custom seed mix meeting these specifications (City of Madison Wet to Mesic Aggressive Seed Mix) is available from Agrecol LLC, Evansville, WI (608-223-3571). If not using this specific mix, please submit the mix design to the Engineer for approval.

This bid item shall include placement of soil stabilizer on all areas seeded in accordance with Section 207.2(d) of the Standard Specifications.



Construction • Geotechnical
Consulting Engineering/Testing

March 6, 2019
C18051-21

Ms. Janet Schmidt, P.E.
City of Madison Engineering Dept.
210 Martin Luther King Jr Blvd., Room 115
Madison, WI 53703

Re: Geotechnical Services
Struck Street Storm Sewer at Schroeder Road
Madison, Wisconsin

Dear Ms. Schmidt:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, two soil borings were drilled along the western side of an existing storm sewer situated beneath Schroeder Road at the intersection with Struck Street. We understand the existing circular pipes (3) are to be enlarged, possibly with a precast box-culvert. The borings were performed on January 15, 2019, at locations selected by City personnel. Proposed boring locations were marked in the field by CGC personnel prior to drilling and are shown on a boring location plan (copy attached in Appendix A). Elevations at the boring locations were estimated using topographic information obtained from Dane County DCi Map. The elevations are indicated on the individual boring logs and should be considered approximate. The following paragraphs discuss our observations and provide opinions relative to pavement/utility construction.

SUBSURFACE PROGRAM & OBSERVATIONS

The borings were drilled to depths selected by City personnel utilizing the services of Soil Essentials (under subcontract to CGC) using an all-terrain, rotary 7822-DT drill rig equipped with hollow-stem augers. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the full exploration depths at the boring locations. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made within the borings during and shortly after drilling, which are shown on the bottom of each boring log. Note groundwater was not encountered at the boring locations. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, nearby lake/stream stages, etc. Upon completion of drilling, the borings were backfilled to satisfy WDNR requirements (including surface patching) and the soil samples delivered to our laboratory for classification and limited laboratory testing. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification



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City of Madison Engineering Dept.
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Page 2

System (USCS). Moisture contents were obtained from some of the recovered soils and the results are indicated on the individual boring logs. The final logs prepared by the engineer and a description of the USCS are presented in Appendix A.

The attached boring logs indicate that somewhat variable soil conditions exist at the boring locations. In general, 6 to 12 in. of topsoil was present atop 2 to 2.5 ft of silty fill materials. The fill materials were underlain by 2.5 to 5 ft of clay soils over 7 ft of granular soils extending to the maximum depth explored. As an exception, a 2.5-ft layer of silt was sandwiched between the fill materials and underlying clay at B2. Note that the upper 4 ft of granular soils at B1 were clayey; while the bottom 3 ft of granular soils at B2 were considered to be a *silt*. Please refer to the final logs included in Appendix A for additional information specific to a boring location.

UTILITY CONSTRUCTION

We understand that a new storm sewer is proposed to replace the three circular culverts which extend beneath Schroeder Rd at the intersection with Struck Street. At the time of this submittal, details concerning construction of the new storm sewer had not been finalized. It is possible the enlargement will be accomplished with a box culvert.

The existing site topography (according to Dane County DCiMap; 1-ft contour lines) suggests storm sewer invert elevations between about EL 1,014 and 1,013 ft on the north and south sides of Schroeder Road, respectively. Based on the profiles encountered in the borings, and assuming a minimum excavation depth of about 1.5 ft, we anticipate that new storm sewer bedding subgrades will generally be composed of natural, stiff to soft lean clay or loose silt. Due to the presence of soils exhibiting soft/loose consistencies near these estimated elevations, some pipe subgrade improvements will likely be necessary. The softer clays and loose silts should be undercut and replaced with additional well-compacted bedding material. A geotextile may be required to envelope and segregate the bedding material from poor subgrade conditions. At a minimum, undercuts should be expected where medium stiff (or softer) natural clay and loose silt soils are encountered. Thus we recommend the project budget include a generous allowance for pipe subgrade improvements.

Based on the estimated invert elevations, we anticipate that the excavation to install the storm sewer will be completed using open-cut methods and should be sloped in accordance with OSHA sloping guidelines. Existing fill, loose natural sand soils with higher silt/clay content and silt soils (denoted as SM/SC and ML on the boring logs) are generally classified as OSHA "Type C" soils, and slopes of 1.5H:1V are expected to be at least temporarily stable. Stiff to very stiff clays and medium dense to dense silty sand (SM) soils above the water table are generally classified as OSHA "Type B" soils where slopes of 1H:1V are expected to be temporarily stable. Note that flatter side slopes may be required when excavating below the groundwater table or where perched or seeping water is present that could destabilize the side slopes. *The appropriate excavation side slopes should be determined by a competent person completing the earthwork in accordance within OSHA slope guidelines.* If



Ms. Janet Schmidt
 City of Madison Engineering Dept.
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 Page 3

adequate sloping is not possible (e.g., due to adjacent live traffic), additional measures such as shoring (earth retention) and/or underpinning may be required. We recommend shoring and underpinning systems be designed by an appropriately qualified professional engineer. Special care should be exercised not to undermine existing underground utilities which may remain.

We anticipate that imported sands will be required for use as backfill, which is a typical requirement for City projects. On-site sands, if encountered, could be considered for reuse as trench backfill but they should be separated from clay soils and selectively stockpiled. Moisture conditioning could be necessary to achieve desired compaction levels. Silt soils, or sands with significant clay content, should not be considered for reuse as backfill. We recommend that at least a level of 95% compaction be achieved within backfill material placed within the final 3 feet below finished subgrades (including undercut backfill), with 90% compaction required at depths greater than 3 feet. The specified levels of compaction are based on modified Proctor methods (ASTM D1557). Also, the backfill material should be placed and compacted in accordance with our Recommended Compacted Fill Specifications presented in Appendix B.

PAVEMENT RESTORATION

Assuming the silty fill materials encountered beneath the topsoil at both boring locations may also be present beneath the paved portion of the right-of-way, some roadway subgrade improvements could also be necessary in areas adjacent to the eventual new storm sewer backfill. If softer clays are encountered (such as where pocket penetrometer values are near 1.5 tsf or less), they may also need to be undercut/removed and replaced. The undercut areas should be restored using granular fill or additional base course compacted until deflection ceases. Furthermore, significant construction traffic could destabilize the existing materials and increase the potential for undercuts. Existing granular materials should be thoroughly compacted and evaluated for stability prior to the placement of additional fill and/or base course. Pockets of excessively organic soils, if encountered, should be also be removed. Standard earthwork-related techniques that should be used during roadway construction include:

- Proof-rolling of the exposed subgrades;
- Undercutting and/or stabilization in soft areas; and
- Compaction control of fill/backfill materials.

Clays will control the pavement design, as we anticipate that the pavement subgrades could at times consist of clay soils or fill materials containing clay. The following *generalized* parameters should be used to develop the design pavement section (which are considered conservative in sandy areas):

AASHTO classification	A-6
Frost group index	F-3
Design group index	14
Soil support value	3.9



Ms. Janet Schmidt
 City of Madison Engineering Dept.
 March 6, 2019
 Page 4

Subgrade modulus, k (pci)	125
Estimated percent shrinkage	20 - 30
Estimated CBR value	2-5

Assuming Schroeder Road is considered a local business/arterial street, we estimate it will experience between 51 to 275 design daily ESALs (18,000 pound Equivalent Single Axle Loads). A typical pavement design per WDOT Standard Specifications should thus meet MT (E-3) requirements. Greater bus and/or truck volumes could require thicker pavements pending traffic counts.

We appreciate the opportunity to be of service on this project and look forward to working with you as it proceeds. Other information regarding this report and its limitations is included in Appendix C. We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,

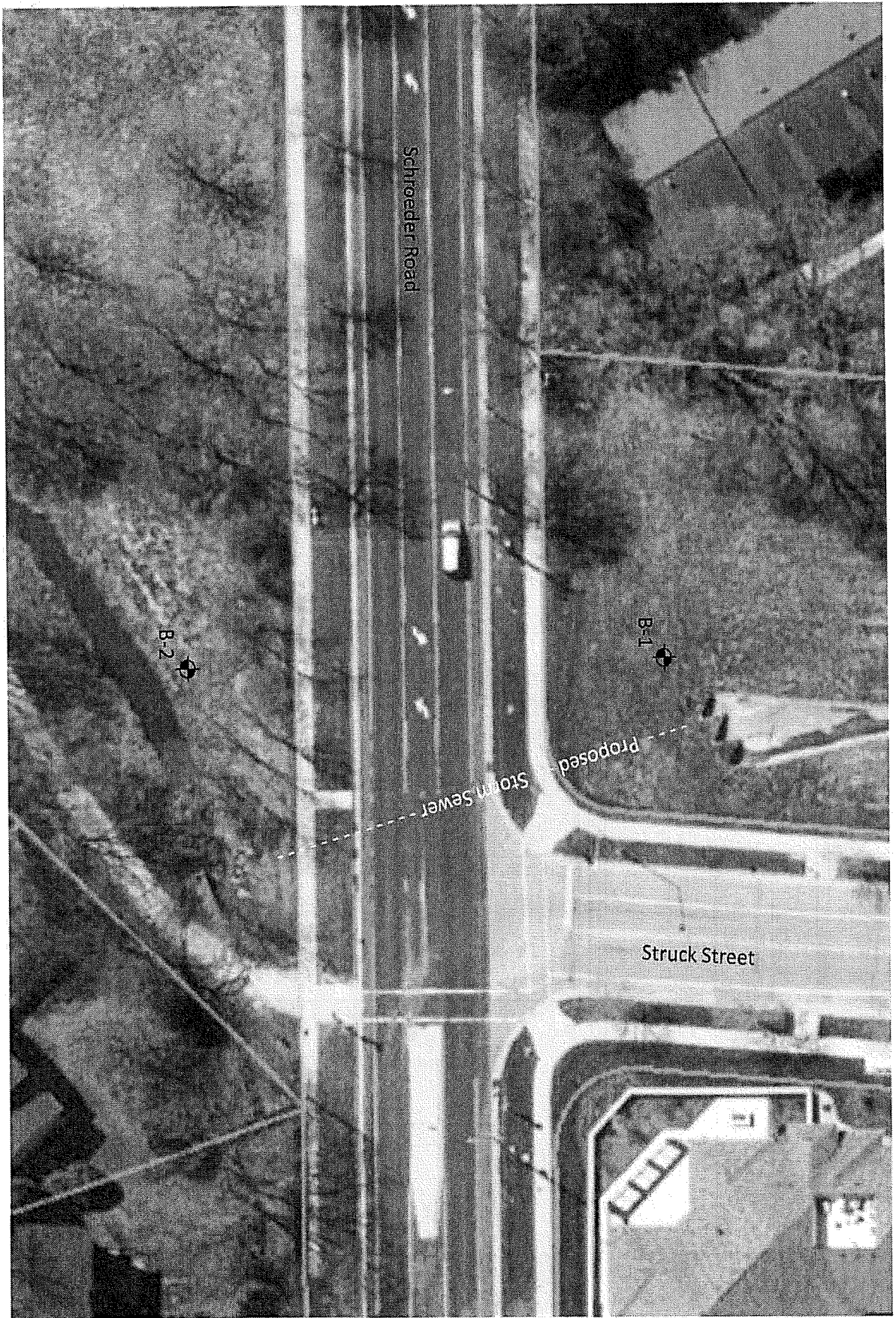
CGC, Inc.

Michael N. Schultz, P.E.
 Principal/Consulting Professional

- Encl: Appendix A - Soil Boring Location Plan
 - Logs of Test Borings (2)
 - Log of Test Borings-General Notes
 - Unified Soil Classification System
- Appendix B - Recommended Compacted Fill Specifications
- Appendix C - Document Qualifications

APPENDIX A

**SOIL BORING LOCATION PLAN
LOGS OF TEST BORINGS (2)
LOG OF TEST BORING-GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM**




Legend

☉ Denotes Boring Location

Notes

1. Boring locations are approximate
2. Soil borings performed by Soil Essentials in January 2019

Scale: Reduced

Date: 1/2019	Job No. C18051-21		Soil Boring Location Plan Struck Street Storm Sewer Madison, WI



LOG OF TEST BORING

Project Struck St. Storm Sewer at Schroeder Rd.
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 1017±
 Job No. C18051-21
 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	LI
					Dark Brown TOPSOIL (Fill)					
1	12	M	8		FILL: Loose Dark Brown Silt, Trace Sand					
2	10	M	7		Stiff to Soft, Brown Lean CLAY (CL)	(1.25)	28.2			
3	16	M	4		Having Trace to Little Sand Near 7 ft	(0.5-0.75)	23.2			
4	14	M	9		Loose, Stratified Brown and Gray Sandy SILT and Silty Fine SAND (ML/SM)					
					Loose, Brown SILT, Some Sand, Trace Clay (ML)					
5	14	M/W	6							
					End Boring at 15 ft					
					Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 1/15/19 End 1/15/19
 Driller SE Chief DSC Rig 7822-DT
 Logger J Editor ESF
 Drill Method 2 1/4" HSA, Autohammer

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



LOG OF TEST BORING

Project Struck St. Storm Sewer at Schroeder Rd.
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 1015±
 Job No. C18051-21
 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	LI
					Dark Brown Clayey TOPSOIL (Fill)					
1	10	M	12		FILL: Medium Dense Dark Brown Silt with Sand					
2	14	M	7		Loose, Brown SILT, Trace to Little Clay (ML)		26.4			
3	12	M	7		Stiff, Brown Lean CLAY (CL)	(1.75)	25.6			
4	9	M	3		Very Loose, Brown Clayey Fine to Medium SAND (SC)		16.9			
5	0	M	7		Brown SAND with Silt and Gravel (SM - Driller's Description)					
15					End Boring at 15 ft					
20					Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 1/15/19 End 1/15/19
 Driller SE Chief DSC Rig 7822-DT
 Logger J Editor ESF
 Drill Method 2 1/4" HSA, Autohammer

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

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

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

Plasticity characteristics differentiate between silt and clay.

General Terminology

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

Relative Density

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

Relative Proportions
 Of Cohesionless Soils

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

Consistency

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

Organic Content by
 Combustion Method

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

Plasticity

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

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

SYMBOLS

Drilling and Sampling

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

Laboratory Tests

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

Water Level Measurement

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

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

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS

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

Clean Gravels (Less than 5% fines)



GW

Well-graded gravels, gravel-sand mixtures, little or no fines



GP

Poorly-graded gravels, gravel-sand mixtures, little or no fines

Gravels with fines (More than 12% fines)



GM

Silty gravels, gravel-sand-silt mixtures



GC

Clayey gravels, gravel-sand-clay mixtures

Clean Sands (Less than 5% fines)



SW

Well-graded sands, gravelly sands, little or no fines



SP

Poorly graded sands, gravelly sands, little or no fines

Sands with fines (More than 12% fines)



SM

Silty sands, sand-silt mixtures



SC

Clayey sands, sand-clay mixtures

FINE-GRAINED SOILS

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

SILTS AND CLAYS
Liquid limit less than 50%



ML

Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity



CL

Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays



OL

Organic silts and organic silty clays of low plasticity

SILTS AND CLAYS
Liquid limit 50% or greater



MH

Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts



CH

Inorganic clays of high plasticity, fat clays



OH

Organic clays of medium to high plasticity, organic silts

HIGHLY ORGANIC SOILS



PT

Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA

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

GP Not meeting all gradation requirements for GW

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

GC Atterberg limits above "A" line or P.I. greater than 7

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

SP Not meeting all gradation requirements for GW

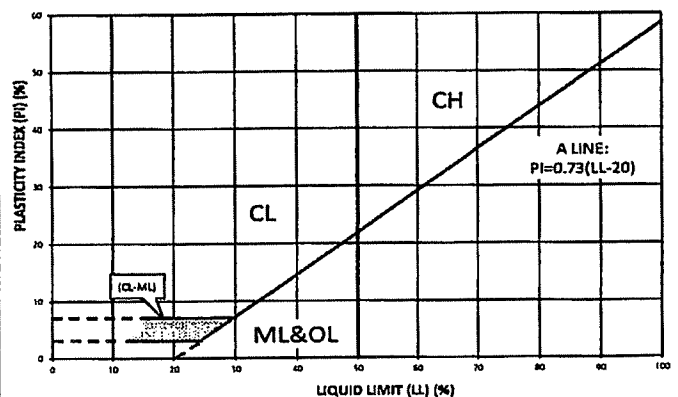
SM Atterberg limits below "A" line or P.I. less than 4
Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

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

PLASTICITY CHART



APPENDIX B

RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX B

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

General 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. Fill containing rock, boulders or concrete pieces should include sufficient finer material to fill voids among the larger fragments.

Special Fill Materials

In certain cases, special fill materials may be required for specific purposes, such as stabilizing subgrades, backfilling undercut excavations or filling behind retaining walls. For reference, WisDOT gradation specifications for various types of granular fill are attached in Table 1.

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 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 2. Note that these compaction guidelines would generally not apply to coarse gravel/stone fill. Instead, a method specification would apply (e.g., compact in thin lifts with a vibratory compactor until no further consolidation is evident).

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.

Table 1
Gradation of Special Fill Materials

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

Notes:

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

Table 2
Compaction Guidelines

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

Notes:

1. Based on Modified Proctor Dry Density (ASTM D 1557)

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

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

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.

READ THE FULL REPORT

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 geotechnical engineer performed the study. *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 OPINION

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 confirmation-dependent recommendations included in your report. *Those confirmation-dependent 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 confirmation-dependent recommendations if we do not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront 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. Constructors can also misinterpret a geotechnical engineering report. Confront that risk by having CGC participate in prebid and preconstruction conferences, and by providing geotechnical 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 CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors 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 constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors 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 constructors 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 the risk of such outcomes, 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.

ENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any environmental 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 environmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention.* *Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

Modified and reprinted with permission from:

Geotechnical Business Council
of the Geoprofessional Business Association
8811 Colesville Road, Suite G 106
Silver Spring, MD 20910

GRASSES, SEDGES & RUSHES	COMMON NAME	OZ/ACRE	TOTAL OZ	COLOR	HT	BLOOM	MOISTURE	SUN	SEEDS/OZ	SEEDS/SF	% OF MIX
Andropogon gerardii	Big Bluestem	16	16.00	Green	4-7'	Aug-Sep	WM-Dry	FP	12000	4.41	2.8%
Bouteloua curtipendula	Side Oats Grama	48	48.00	Green	1-3'	July-Aug	Mesic-Dry	FP	12500	13.77	8.7%
Carex vulpinoidea	Brown Fox Sedge	3	3.00	Green	1-3'	Apr-May	Wet-DM	FP	110000	7.58	4.8%
Poa palustris	Fowl Bluegrass	8	8.00	Green	2-3'	Apr-May	Wet-WM	FPS	130000	23.88	15.0%
Elymus virginicus	Virginia Wild Rye	16	16.00	Green	3-5'	July-Aug	Wet-Mesic	FPS	4200	1.54	1.0%
Bromus ciliatus	Fringed Brome	16	16.00	Green	2-4'	June-July	Wet-WM	FP	8000	2.94	1.9%
Sorghastrum nutans	Indian Grass	8	8.00	Green	4-6'	Aug-Sep	Mesic-Dry	FP	12500	2.30	1.4%
Scirpus atrovirens	Dark-Green Bulrush	2	2.00	Green	3-5'	July-Aug	Wet-WM	F	450000	20.66	13.0%
Glyceria striata	Fowl Manna Grass	0.5	0.50	Green	2-5'	June-July	Wet-Mesic	FPS	110000	1.26	0.8%
GRASSES, SEDGES & RUSHES TOTAL		117.50	117.50							78.33	49.3%

WILDFLOWERS	COMMON NAME	OZ/ACRE	TOTAL OZ	COLOR	HT	BLOOM	MOISTURE	SUN	SEEDS/OZ	SEEDS/SF	% OF MIX
Helopsis helianthoides	Early Sunflower	8	8.00	Yellow	3-5'	June-Oct	WM-DM	FP	6500	1.19	0.8%
Achillea millefolium	Native Yarrow	2	2.00	White	1-3'	June-July	Mesic-Dry	FP	180000	8.26	5.2%
Agastache scrophulariaefolia	Purple Giant Hyssop	1	1.00	Black	3-6'	July-Sep	WM-DM	FP	30000	0.69	0.4%
Allium cernuum	Nodding Onion	3	3.00	Pink	1-2'	July-Aug	WM-DM	FP	8500	0.59	0.4%
Cassia hebecarpa	Wild Senna	12	12.00	Yellow	4-6'	Aug-Sep	WM-Mesic	FP	1400	0.39	0.2%
Monarda fistulosa	Wild Bergamot	2	2.00	Lavender	2-4'	June-Aug	WM-Dry	FP	100000	4.59	2.9%
Napaea dioica	Glade Mallow	8	8.00	White	2-7'	July-Aug	WM-Mesic	FP	2100	0.39	0.2%
Oenothera biennis	Common Evening Primrose	4	4.00	Yellow	4-6'	June-Sep	WM-Dry	FP	75000	6.89	4.3%
Helenium autumnale	Sneezeweed	1	1.00	Yellow	3-5'	Aug-Sep	Wet-WM	FP	150000	3.44	2.2%
Echinacea purpurea	Purple Coneflower	5	5.00	Black	3-4'	July-Aug	WM-DM	FP	7000	0.80	0.5%
Rudbeckia hirta	Black-Eyed Susan	6	6.00	Yellow	1-3'	June-Sep	WM-Dry	FP	130000	17.91	11.3%
Silphium perfoliatum	Cup Plant	5	5.00	Yellow	4-9'	July-Sep	WM-Mesic	FP	1900	0.22	0.1%
Solidago ohioensis	Ohio Goldenrod	3	3.00	Yellow	1-3'	July-Sep	Wet-Mesic	F	140000	9.64	6.1%
Vernonia fasciculata	Ironweed	1	1.00	Black	4-6'	July-Sep	WM-Mesic	FP	35000	0.80	0.5%
Verbena hastata	Blue Vervain	4	4.00	Blue	3-5'	July-Sep	Wet-Mesic	FP	100000	9.18	5.8%
Asclepias incarnata	Marsh (Red) Milkweed	1	1.00	Black	3-5'	June-Aug	Wet-Mesic	F	5500	0.13	0.1%
Liatris spicata	Marsh Blazing Star	3	3.00	Black	3-4'	July-Sep	Wet-Mesic	FP	20000	1.38	0.9%
Eupatorium perfoliatum	Boneset	0.3	0.30	White	2-5'	July-Sep	Wet-WM	F	200000	1.38	0.9%
Hypericum pyramidatum	Great St. John's Wort	2	2.00	Yellow	4-6'	May-July	WM-Mesic	FP	200000	9.18	5.8%
Lobelia siphilitica	Great Blue Lobelia	0.3	0.30	Blue	1-2'	July-Sep	Wet-Mesic	FP	500000	3.44	2.2%
WILDFLOWERS TOTAL		71.60	71.60							80.49	50.7%

SEED MIX TOTALS	OZ/ACRE	TOTAL OZ	SEEDS/SF	% OF MIX
SEED MIX TOTALS	189.10	189.10	158.82	100.0%



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

City-County Building, Room 115
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Madison, Wisconsin 53703
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engineering@cityofmadison.com
www.cityofmadison.com/engineering

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

April 6, 2020

NOTICE OF ADDENDUM
ADDUNDUM NO. 1
CONTRACT NO. 8536

McKenna Flood Mitigation Ph. 2

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

INSERT BID ITEMS:

(ITEM – TYPE OF WORK)

- 20217 – CLEAR STONE
- 50741 – TYPE H INLET
- 20313 – REMOVE INLET
- 50726 – 6' X 6' STORM SAS
- 50767 – TERRACE INLET TYPE 2

Please see Bid Express for bid item quantities.

INCLUDE INFORMATIONAL ATTACHMENT:

See attached PDF showing bathymetric survey data for Greentree Pond.

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>

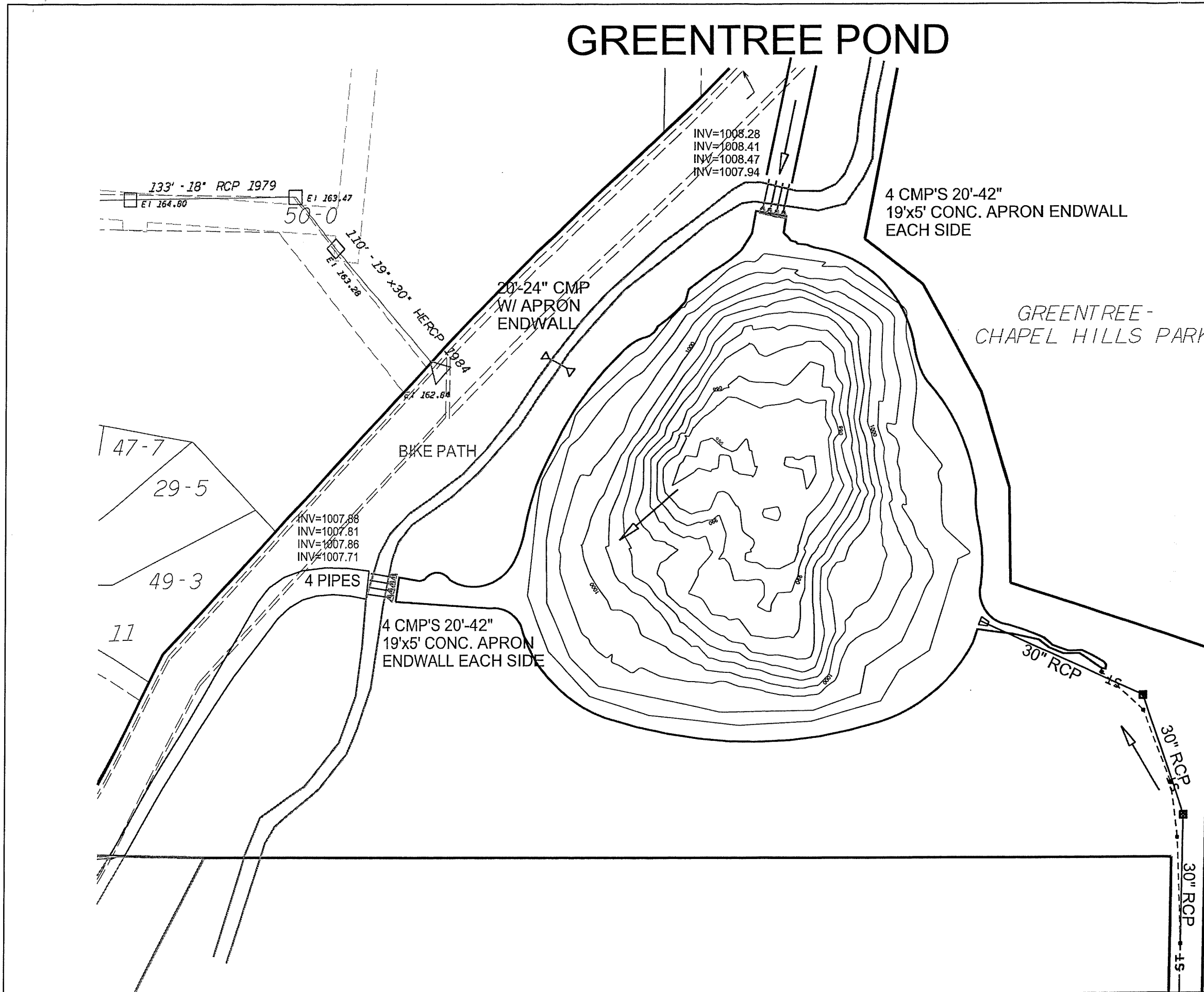
If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

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

GREENTREE POND

GREENTREE POND EXISTING CONDITIONS TO PERMIT		SHEET NO. 1
STORM AND POND PLAN		
STORM SEWER AND POND	CITY OF MADISON	
20-1	1102	SAALSAA RD
	1106	
21-9	1110	
22-7	1114	
23-5	1118	
24-3	1100	
	1122	
25-1		
	1126	



PLOT SCALE: _____
PLOT NAME: _____
REV. DATE: _____
ORIGINATOR: CITY OF MADISON, STREETS DIVISION

SECTION E: BIDDERS ACKNOWLEDGEMENT

MCKENNA FLOOD MITIGATION PHASE 2
CONTRACT NO. 8536

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.

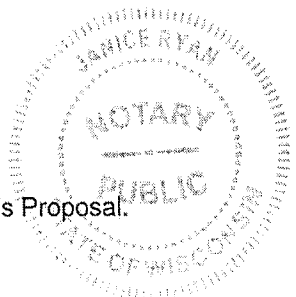
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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 Specifying Sand and 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.

Dusti Beth
SIGNATURE

PM
TITLE, IF ANY

Sworn and subscribed to before me this 9 day of April, 2020.

Janice Ryan
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 10-21-21



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

Contract 8536 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

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

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

MCKENNA FLOOD MITIGATION PHASE 2
CONTRACT NO. 8536

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: SPEEDWAY SAND & GRAVEL, INC.

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

Telephone Number: 608 836 1071 Fax Number: 608 836 7485

Contact Person/Title: Dustin Bittner / PM

Prime Bidder Certification

I, Dustin Bittner, PM of

Speedway Sand & Gravel Company certify that the information

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

[Signature]
Witness' Signature

[Signature]
Bidder's Signature

4-9-20
Date

**MCKENNA FLOOD MITIGATION PHASE 2
CONTRACT NO. 8536**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Schlebohm Trucking	Trucking	2.8 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		___ 2.8 ___ %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	_____ % x 0.6 = _____	% (discounted to 60%)
Total Percentage of SBE Utilization:	___ 2.8 ___	%.

MCKENNA FLOOD MITIGATION PHASE 2

CONTRACT NO. 8536

DATE: 4/9/2020

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page McKenna Flood Mitigation Phase 2			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$6,693.00	\$6,693.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	14.00	\$25.00	\$350.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	21.00	\$70.00	\$1,470.00
10725 - ALTERNATE BUSINESS ACCESS SIGN - DAYS	180.00	\$5.00	\$900.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$95,220.00	\$95,220.00
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	650.00	\$3.50	\$2,275.00
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	185.00	\$4.50	\$832.50
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	975.00	\$3.85	\$3,753.75
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	200.00	\$8.75	\$1,750.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	25.00	\$21.25	\$531.25
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	2.00	\$250.00	\$500.00
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	4.00	\$235.00	\$940.00
20101 - EXCAVATION CUT - C.Y.	4650.00	\$31.40	\$146,010.00
20130 - UNDERDRAIN - L.F.	300.00	\$15.00	\$4,500.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	600.00	\$3.30	\$1,980.00
20217 - CLEAR STONE - TON	450.00	\$14.75	\$6,637.50
20219 - BREAKER RUN - TON	400.00	\$7.50	\$3,000.00
20221 - TOPSOIL - S.Y.	8690.00	\$5.10	\$44,319.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	130.00	\$10.00	\$1,300.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	760.00	\$1.50	\$1,140.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	3150.00	\$1.25	\$3,937.50
20401 - CLEARING - I.D.	545.00	\$11.00	\$5,995.00
20402 - GRUBBING - I.D.	545.00	\$11.00	\$5,995.00
20701 - TERRACE SEEDING - S.Y.	900.00	\$1.50	\$1,350.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$100.00	\$500.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$750.00	\$1,500.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$4,800.00	\$4,800.00
21015 - STREET CONSTRUCTION STONE BERM - EACH	19.00	\$55.00	\$1,045.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	1180.00	\$4.00	\$4,720.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	1180.00	\$2.00	\$2,360.00
21022 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN (UNDISTRIBUTED) - L.F.	1700.00	\$2.00	\$3,400.00
21023 - SILT FENCE - REMOVE & RESTORE (UNDISTRIBUTED) - L.F.	1700.00	\$0.50	\$850.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	7.00	\$250.00	\$1,750.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	7.00	\$25.00	\$175.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	7.00	\$25.00	\$175.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	900.00	\$2.00	\$1,800.00
21073 - EROSION MATTING, CLASS II, TYPE C - ORGANIC - S.Y.	7790.00	\$4.75	\$37,002.50
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	760.00	\$26.25	\$19,950.00
30301 - 5" CONCRETE SIDEWALK - S.F.	2750.00	\$6.75	\$18,562.50
30302 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	500.00	\$7.45	\$3,725.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	60.00	\$45.00	\$2,700.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	700.00	\$18.00	\$12,600.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	1120.00	\$18.00	\$20,160.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	20.00	\$97.00	\$1,940.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	405.00	\$63.00	\$25,515.00
40204 - HMA PAVEMENT 4 MT 58-28 S - TON	230.00	\$66.00	\$15,180.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	17.00	\$78.16	\$1,328.72

MCKENNA FLOOD MITIGATION PHASE 2

CONTRACT NO. 8536

DATE: 4/9/2020

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
50741 - TYPE H INLET - EACH	2.00	\$3,816.00	\$7,632.00
90010 - CONSTRUCTION FENCE (PLASTIC) - L.F.	210.00	\$8.00	\$1,680.00
90011 - BIKE PATH RESTORATION - L.S.	1.00	\$2,500.00	\$2,500.00
20109 - FINISH GRADING - L.S.	1.00	\$9,500.00	\$9,500.00
20234 - HEAVY RIPRAP - LIMESTONE - TON	670.00	\$61.60	\$41,272.00
20241 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	900.00	\$15.90	\$14,310.00
20313 - REMOVE INLET - EACH	4.00	\$895.00	\$3,580.00
20314 - REMOVE PIPE (STORM) - L.F.	420.00	\$29.25	\$12,285.00
50202 - DEWATERING TYPE II (UNDISTRIBUTED) - LUMP SUM	1.00	\$1.00	\$1.00
50390 - SEWER ELECTRONIC MARKERS - EACH	1.00	\$95.00	\$95.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	621.00	\$0.01	\$6.21
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	8.00	\$116.30	\$930.40
50410 - 42 INCH TYPE I RCP STORM SEWER PIPE - L.F.	128.00	\$325.20	\$41,625.60
50411 - 48 INCH TYPE I RCP STORM SEWER PIPE - L.F.	104.00	\$286.40	\$29,785.60
50499 - CONCRETE COLLAR - EACH	1.00	\$825.00	\$825.00
50501 - PRECAST REINFORCED CONCRETE BOX CULVERT - L.F.	366.00	\$768.45	\$281,252.70
50726 - 6'X6' STORM SAS - EACH	1.00	\$6,615.00	\$6,615.00
50767 - TERRACE INLET TYPE 2 - EACH	1.00	\$5,175.00	\$5,175.00
50792 - STORM SEWER TAP - EACH	2.00	\$2,000.00	\$4,000.00
90030 - STORM CONTROL PLAN & IMPLEMENTATION - L.S.	1.00	\$950.00	\$950.00
90031 - REMOVE EXISTING CUNETTE - S.Y.	855.00	\$6.50	\$5,557.50
90032 - REMOVE EXISTING 48" RCP APRON ENDWALL - EACH	7.00	\$950.00	\$6,650.00
90033 - REMOVE EXISTING CONCRETE RETAINING WALL & CHAINLINK FENCE - S.Y.	15.00	\$115.00	\$1,725.00
90034 - REMOVE EXISTING 42" CMP CONCRETE HEADWALL - EACH	2.00	\$3,950.00	\$7,900.00
90035 - 24 INCH PIPE GRATE - EACH	1.00	\$2,950.00	\$2,950.00
90036 - 48 INCH PIPE GRATE - EACH	1.00	\$3,475.00	\$3,475.00
90037 - BOX CULVERT UPSTREAM END WINGWALL & APRON (S-1) - EACH	1.00	\$23,415.00	\$23,415.00
90038 - BOX CULVERT DOWNSTREAM END WINGWALL & APRON (S-7) - EACH	1.00	\$31,605.00	\$31,605.00
90039 - PIPE CULVERT WINGWALL & APRON - EACH	2.00	\$25,150.00	\$50,300.00
90040 - REMOVE BIKE PATH RAILING - L.F.	60.00	\$30.00	\$1,800.00
90041 - CULVERT PROTECTIVE RAILINGS - L.F.	200.00	\$180.50	\$36,100.00
90042 - SLOPE PROTECTION TREATMENT - S.Y.	390.00	\$72.15	\$28,138.50
90043 - AGGRESSIVE SEEDING FOR WEEDY AREAS - S.Y.	7790.00	\$1.50	\$11,685.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	20.00	\$74.25	\$1,485.00
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	110.00	\$121.35	\$13,348.50
70022 - FURNISH AND INSTALL 24 INCH CASING - L.F.	24.00	\$350.00	\$8,400.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	1.00	\$2,020.15	\$2,020.15
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	2.00	\$8,599.45	\$17,198.90
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	1.00	\$5,143.15	\$5,143.15
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	2.00	\$7,033.90	\$14,067.80
70101 - FURNISH AND INSTALL STYROFOAM - L.F.	72.00	\$15.00	\$1,080.00
70104 - ADJUST WATER VALVE BOX SECTIONS - EACH	5.00	\$190.00	\$950.00
70111 - FURNISH & INSTALL ANODE - EACH	2.00	\$119.00	\$238.00
90 Items	Totals		\$1,262,371.23



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

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2020 through January 31, 2022.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

By: *Janice Ryan*
SIGNATURE AND TITLE Corp Sec.

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

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

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

November 11, 2019
DATE

Nicole Stillings
AGENT SIGNATURE

1600 Aspen Commons, Suite 990
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-242-2551
TELEPHONE NUMBER

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

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUIMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH**, all of Minneapolis, Minnesota, **EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of June, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of November, 2019.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2020 - January 31, 2022
NAME OF SURETY Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR Speedway Sand & Gravel, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12-10-19
DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 20 day of MAY in the year Two Thousand and Twenty between **SPEEDWAY SAND & GRAVEL, INC.**, hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MAY 19, 2020**, 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:

MCKENNA FLOOD MITIGATION PHASE 2 CONTRACT NO. 8536

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 TWO HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED SEVENTY-ONE AND 23/100 (\$1,262,371.23)** 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)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**MCKENNA FLOOD MITIGATION PHASE 2
CONTRACT NO. 8536**

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:

Tracy Hellerhand 5/6/2020
Witness Date

Tracy Hellerhand 5/6/2020
Witness Date

SPEEDWAY SAND & GRAVEL, INC.
Company Name

[Signature] 5/6/2020
President Date

Jessica Ryan 5/6/2020
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 6/8/2020
Finance Director Date

[Signature] 6/9/2020
Witness Date

Thomas Lund 6/13/20
Witness Date

Michael Hoar
City Attorney

[Signature] 6/9/2020
Mayor Date

Shelby Hanewald for 6/13/2020
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and **Fidelity and Deposit Company of Maryland** Company of **Schaumburg, IL** as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION TWO HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED SEVENTY-ONE AND 23/100 (\$1,262,371.23)** 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:

**MCKENNA FLOOD MITIGATION PHASE 2
CONTRACT NO. 8536**

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 20th day of May, 2020

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

Tracy Hellerhand
Witness

[Signature]
President Seal NA

Amelia Ryan
Secretary

Approved as to form:

Fidelity and Deposit Company of Maryland

Surety Seal

Salary Employee Commission

Michael Hass
City Attorney

By Nicole Stillings
Attorney-in-Fact, **Nicole Stillings**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 20, 2020
Date

Nicole Stillings
Agent Signature **Nicole Stillings**

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUIMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH, all of Minneapolis, Minnesota, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of June, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of May, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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