

Contract Routing Form

ROUTING: Routine

printed on: 09/11/2018

Contract between: Advance Building Corporation
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Walter Street Restroom Building Replacement

Contract No.: 8177
 Enactment No.: RES-18-00652
 Dollar Amount: 514,628.00

File No.: 52790
 Enactment Date: 09/07/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9-11-18	9-11-18
Director of Civil Rights	9-11-18	9-12-18 FWS
Risk Manager	9-19-18	9/20/18 EN
Finance Director	09-20-2018	10/11/18 MCR
City Attorney	10-02-18	10-03-18
Mayor	10.03.18	10.04.18

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

Original + 2 Copies

09/11/2018 09:24:17 enhjf - Jeanine Zwart 608-267-8749

Dis Rights: OK / / Problem - Hold
 Prev Wage: / Agency / No
 Contract Value: 514,628.⁰⁰
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / / Goal / Loan / Agrmt



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 52750

File ID: 52750	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: Engineering Division
		File Created Date : 08/06/2018
File Name: Awarding Public Works Contract No. 8177, Walter Street Restroom Building Replacement.		Final Action: 09/04/2018

Title: Awarding Public Works Contract No. 8177, Walter Street Restroom Building Replacement. (15th AD)

Notes: Jeanine Z.

Sponsors: BOARD OF PUBLIC WORKS	Effective Date: 09/07/2018
Attachments: Contract 8177.pdf	Enactment Number: RES-18-00641
Author: Rob Phillips, City Engineer	Hearing Date:
Entered by: mhacker@cityofmadison.com	Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	08/07/2018	Refer	BOARD OF PUBLIC WORKS	08/15/2018	08/15/2018	
Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 8/15/2018							
Notes:							
1	BOARD OF PUBLIC WORKS	08/15/2018	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass
Action Text: Rob Phillips, City Engineer, presented the bids.							
A motion was made by Branson, seconded by Walling, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.							
Notes:							
1	COMMON COUNCIL	09/04/2018	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25				Pass
Action Text: A motion was made by Baldeh, seconded by Carter, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.							

Notes:

Text of Legislative File 52750

Fiscal Note

The proposed resolution awards the contract for the Walter Street Restroom Building replacement project at an cost of \$555,800. The 2018 Adopted Capital includes \$800,000 within Engineering-Facilities Management for this project via the Park Facilities Improvements program. Funding for the project is provided by GO Borrowing.

MUNIS:

11330-401-140

Title

Awarding Public Works Contract No. 8177, Walter Street Restroom Building Replacement.
(15th AD)

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8177) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8177
WALTER STREET RESTROOM BUILDING REPLACEMENT

ADVANCED BUILDING CORPORATION

\$514,628.00

Acct. No. 11330-401-140:53310(90924)
Contingency 8±

\$514,628.00
41,172.00

GRAND TOTAL

\$555,800.00

Jurisdiction: Wisconsin

Demographics

Company Name: West Bend Mutual Insurance Company

Short Name:

SBS Company Number: 54218767

NAIC CoCode: 15350

FEIN: 39-0698170

Domicile Type: Domestic

State of Domicile: Wisconsin

Country of Domicile: United States

NAIC Group Number:

Organization Type: Mutual

Date of Incorporation: 01/01/1894

Merger Flag: No

Address

Business Address

1900 S 18TH AVE
WEST BEND, WI 53095
United States

Mailing Address

1900 S 18TH AVE
WEST BEND, WI 53095
United States

Statutory Home Office Address

1900 S 18TH AVE
WEST BEND, WI 53095
United States

Main Administrative Office Address

1900 S 18TH AVE
WEST BEND, WI 53095
United States

Phone, E-mail, Website

Phone

Type	Number
Fax Phone	(262) 365-2770
Business Primary Phone	(262) 334-5571
Business Primary Phone	(262) 365-2512

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty

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Status: Active
Status Reason:
Status Date: 05/01/1894
Effective Date: 10/19/1961
Legacy State ID: 110833
Issue Date: 05/01/1894
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

elizabeth m

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
ELIZABETH MACGILLIS	18862198	18862198	Intermediary (Agent) Individual	Casualty	08/16/2018	08/16/2018	03/15/2019
ELIZABETH MOSCA	12305256	12305256	Intermediary (Agent) Individual	Casualty	08/08/2011	03/16/2018	03/15/2019
ELIZABETH MACGILLIS	18862198	18862198	Intermediary (Agent) Individual	Property	08/16/2018	08/16/2018	03/15/2019
ELIZABETH MOSCA	12305256	12305256	Intermediary (Agent) Individual	Property	08/08/2011	03/16/2018	03/15/2019

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	10/19/1961
Automobile	Automobile	10/19/1961
Disability Insurance	Disability Insurance	10/19/1961
Fidelity Insurance	Fidelity Insurance	10/19/1961
Workers Compensation Insurance	Workers Compensation Insurance	10/19/1961
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	10/19/1961
Miscellaneous	Miscellaneous	10/19/1961
Ocean Marine Insurance	Ocean Marine Insurance	10/19/1961

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First Previous **1** Next Last

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		CHRISTOPHER ZWYGART			Other WEST BEND MUTUAL INSURANCE CO 1900 S 18TH AVE WEST BEND, WI 53095 United States

First Previous **1** Next Last

Company Merger

No results found.

Name Change History

Filter

Previous Name	New Name	Effective Date
	West Bend Mutual Insurance Company	

First Previous **1** Next Last

\$514,628.00
CONTRACTOR'S OFFICE COPY

BID OF ADVANCED BUILDING CORPORATION

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WALTER STREET RESTROOM BUILDING REPLACEMENT

CONTRACT NO. 8177

MUNIS NO. 11330

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 4, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WALTER STREET RESTROOM BUILDING REPLACEMENT
CONTRACT NO. 8177**

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Exhibits available in Bid Express:

EXHIBIT A – WALTER ARCH CD SET

EXHIBIT B – WATER CIVIL CD SET

EXHIBIT C – WALTER MEP CD SET

EXHIBIT D – WALTER SPECIFICATION

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: jz

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:	WALTER STREET RESTROOM BUILDING REPLACEMENT
CONTRACT NO.:	8177
SBE GOAL	8%
BID BOND	5%
CONSTRUCTION PRE-BID CONFERENCE	JULY 10, 2018
SBE PRE BID MEETING (1:00 P.M.)	JULY 27, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JULY 26, 2018
BID SUBMISSION (2:00 P.M.)	AUGUST 2, 2018
BID OPEN (2:30 P.M.)	AUGUST 2, 2018
PUBLISHED IN WSJ	JUNE 21, 28 & JULY 5, 12, 19, & 26, 2018

CONSTRUCTION PRE-BID CONFERENCE: There will be a construction pre-bid meeting/walkthru/site visit at 2:00pm Tuesday, July 10, 2018 at 502 Walter Street regarding questions on plans and specifications.

Questions will be answered in written format via addendum to the contract.

Representatives from Destree Design Architects, City of Madison Engineering and Parks Divisions will be present.

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the Project Architect at Destree Design Architects. See the contract contact information at the end of Section D-Special Provisions. All questions shall be sent via email, reference **Walter Street Restroom Building Replacement – Contract 8177** in the subject line.

The deadline for receiving questions and clarifications shall be 12:00pm (noon) on Wednesday, July 25, 2018. No additional questions or requests for clarifications will be received after this deadline.

If needed, the City of Madison and Destree Design Architects shall publish one (1) all inclusive addendum no later than 1:00pm on Friday, July 27, 2018 to respond to any questions or clarifications.

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 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 equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

WALTER STREET RESTROOM BUILDING REPLACEMENT CONTRACT NO. 8177

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.12: EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)

Equal Benefits are not required. Delete this entire provision.

SECTION 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 Street) prior to **12:00pm on Thursday, September 6, 2018**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday, September 5, 2018.

SECTION 104 SCOPE OF WORK

This contract is for the demolition of the existing Walter Street Restroom Building and construction of a new Restroom Building located at 502 Walter Street, Madison, WI.

The scope of work includes furnishing all labor, materials, equipment and tools for general construction:

Existing Restroom: demolition of existing restroom building, concrete slab, site work and utility connections (cap and/or abandon existing utility connections as required).

New Restroom Building: general building construction including mechanical, electrical, plumbing, site and utility work including connections from new building to existing water/sewer laterals, new transformer and light pole.

SECTION 104.1 LANDS FOR WORK

Lands for works shall include the following: Walter Street Restroom Building in Olbrich Park at the softball fields, 502 Walter Street, Madison WI. The contractor may use the existing driveway and a portion of the parking lot for parking/staging until March 1, 2019.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

The contract documents are complementary of each other and consist of all of the following:

- The City Standard Specification, 2018 Edition
- These Special Provisions including all plans and specifications
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract

SECTION 105.13 ORDER OF COMPLETION

It is anticipated the City of Madison will issue a Start Work Letter on or about October 1, 2018.

The contractor agrees to meet the following minimum requirements for Order of Completion:

1. Start work in October 2018 (within seven days of receiving the start work letter) and will complete all of the following on or before December 31, 2018:
 - a. Site preparation including but not limited to all erosion control measures, construction fence and tree protection measures.
 - b. Demolition of existing restroom facilities, utilities, pad and other items as designated on the demolition and site plans.
 - c. Installation of new sanitary, water and electrical connections. See Section 105.12: Cooperation by Contractor for additional requirements.
 - d. Major building component construction completed including all of the following:
 - i. Building foundations and slab
 - ii. All steel framing
 - iii. All concrete masonry construction
 - iv. Roof installation, completed
 - e. The new water lateral valve shall be closed and supply line emptied for winterization.
 - f. Provide all materials and labor necessary to temporarily enclose the structures openings during the winter.
 - g. Provide safety, security, and weather proofing of all materials and equipment stored on the site throughout the winter.

2. Complete work in Spring 2019. All of the following work shall be completed **NO LATER THAN MAY 31, 2019**:
 - a. All interior and exterior finishes complete
 - b. All plumbing, electric, and mechanical installations complete
 - c. All site amenities, paving, seeding, and restorations are complete
 - d. All erosion control measures, construction fence, and tree protection measures have been removed
 - e. All quality control issues and startup issues have been resolved before occupancy
 - f. All construction closeout documents have been received

3. The contractor may at his/her option continue to work throughout the winter months provided:
 - a. The contractor shall follow all manufacturer, industry, and city standards where weather (including temperature) may be a factor.
 - b. Contractor is responsible for providing temporary heat, electricity, and water as needed for construction per the specifications and manufacturers installation requirements.
 - c. Continue with weekly erosion control inspections and repairs to erosion control methods as needed throughout the winter.
 - d. Safety, security, and weather proofing of all materials, completed installations, and equipment stored on the site throughout the winter.

SECTION 105.5 INSPECTION OF WORK

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, permitting, and inspection, of work as described in these construction documents.

The Contractor shall be familiar with Specification 01 45 16-Field Quality Control Procedures regarding City of Madison policies and procedures for Quality Assurance and Quality Control.

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the Project Architect and City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A: Advertisement of Bids and Instructions to Bidders of the bid documents.

Any Contractor who identifies such a discrepancy during the abatement process shall immediately notify the Project Architect and City Project Manager in writing and request clarification on how to proceed. See Specification 01 26 13-Request for Information (RFI).

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall perform the work that most closely fits the City's intent of this contract.

SECTION 105.7 CONTRACT DOCUMENTS

The General Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Sub-contractors.

ARTICLE 105.9: SURVEYS, POINTS AND INSTRUCTIONS

The Contractor shall be responsible for setting all other lines and/or grades required to complete the work. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at 658-3087 (cell).

SECTION 105.12: COOPERATION BY CONTRACTOR

Contract 8177 is considered Phase I for the overall Walter Street park improvements. The Contractor shall review and be familiar with the provided construction phasing plans.

The Phase II work will be let as a separate Board of Public Works Contract and consists of the construction of a new parking lot, storm sewer system, concrete paving, site restoration and landscaping. The work associated with Phase II is anticipated to begin in June, 2019.

Olbrich Park at Walter Street is a popular public facility that is heavily used by local residents. The Contractor shall expect pedestrian traffic throughout the park and shall be prepared to accommodate park users. The Contractor shall provide and maintain park access to the existing playground area during Phase I. Additionally, the Contractor shall be aware of maintenance activities that will occur throughout the duration of the contract. The Contractor shall accommodate mowing and other maintenance activities. The Contractor may contact Lisa Laschinger, Parks Operations Supervisor at 266-4728 or llaschinger@cityofmadison.com with questions or concerns regarding maintenance.

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / telephone (608)658-3087 / fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor shall attend a pre-construction meeting prior to the start of construction.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

The Contractor shall be responsible for relocating utilities as necessary for digging activities.

ARTICLE 107.13: TREE PROTECTION SPECIFICATIONS

No trees may be removed except those specifically indicated for removal on the plans or as directed by the Construction Engineer. The Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.13 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

There are trees which, because of their proximity to the construction, their susceptibility to damage and/or their importance to the landscape, warrant additional protective measures. Such trees are shown on the plans and designated as No Root Cut. All rough grading, excavation or trenching within 10 ft of a No Root Cut tree shall be done under the supervision of a City of Madison Forestry representative. The sequence to construct in No Root Cut areas shall be as follows:

1. The Contractor shall inform all equipment operators under their supervision of the No Root Cut requirements.
2. The Contractor shall place a yellow ribbon around trees identified as No Root Cut for the equipment operators.
3. When work needs to occur within 10 feet of a marked tree, the Contractor shall notify the Engineer two days prior to the occurrence of work and coordinate excavation observation by a Forestry representative.
4. If roots greater than one (1) inch in diameter are encountered, the roots shall be exposed by hand and the Forestry representative will determine where to sever root(s).
5. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut.
6. If, in the opinion of the Forestry representative, excavation to subgrade as shown on the plans cannot be done without unacceptable damage to trees to be protected, the Engineer may specify a reduced base thickness or other modifications to reduce damage to the tree. Likewise, excavation below subgrade (undercutting) may be deleted as directed by the Engineer in certain locations where necessary to protect trees.
7. 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.
8. Exposed roots shall be covered as soon as excavation and installation are complete.
9. The ribbon shall remain on the tree until the surrounding area is fine graded and seeded or sodded.

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

SECTION 108.2: PERMITS

The following permits have been applied for by the City of Madison:

1. City of Madison Erosion Control Permit
2. City of Madison Stormwater Management Permit
3. Wisconsin Department of Natural Resources Construction Site Storm Water Runoff Permit

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the

Engineer or his designees. The Contractor shall keep a copy of each individual permit on site at all times throughout construction. This work shall be considered incidental to this contract.

The City's obtaining 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 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the Start Work Letter is received by the General Contractor. It is anticipated the Start Work Letter shall be issued on or about October 1, 2018.

The Contractor shall review Specifications 01 29 76 Progress Payment Procedures and 10 77 00 Closeout Procedures and be completely familiar with progress payment milestones and definitions related to construction closeout and contract closeout.

The successful Bidder must agree to commence the work on or before a date to be specified in the Start Work Letter, meet the minimum Order of Completion requirements as described in Section 105.13 above, and to fully complete all work **NO LATER THAN May 31, 2019**.

ARTICLE 210 EROSION CONTROL

The Contractor shall be required to construct and maintain erosion control devices as shown on the plans and as required by the permits listed in Section 108.2 of these special provisions. All erosion control shall be installed and maintained as identified in the City of Madison Standard Specifications for Public Works Construction.

SILT SOCK **DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove silt sock at locations shown on the plans and around any subsoil/topsoil staging piles and to install, maintain and remove additional undistributed silt sock as a precautionary measure to address emergency erosion control. Silt sock shall be 12 inches in diameter.

EROSION CONTROL INSPECTION **DESCRIPTION**

The Contractor shall be responsible for all erosion control inspections occurring on any Saturday or Sunday if the previous rain day's rainfall exceeds an accumulation of at least ½" rainfall in total depth or as directed by the Engineer. A rain day is defined as each 24-hour calendar day and shall be measured using the City of Madison Central Rain Gauge data available at http://infos.countyofdane.com/rainfallgauges_station1. The Contractor shall be responsible for inspecting and maintaining only the features installed under Contract 8177.

The data from the rain gauging station shall be available on the internet to allow remote checking of the rain depth totals for each rain day. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison.

Upon completion of the erosion control inspection the Contractor shall provide an email report indicating the status (Good, Failed, Maintenance Needed, etc) of each individual erosion control practice being used to the Construction Engineer or to the designated representative as identified at the preconstruction meeting. A digital photo or video and notation of the location of each individual erosion control practice requiring maintenance or repair shall be included in the inspection report. The inspection report shall be submitted and any needed maintenance or repairs completed by the Contractor within the same 24-hour period after the end of the rain day. The completed maintenance and repairs shall then be documented and a follow-up inspection report submitted within 24 hours following completion of the repairs. The follow-up inspection report shall include a summary of maintenance items by erosion control BMP

maintenance pay item and digital photos or videos of each erosion control practice following maintenance or repair.

Any required erosion control inspection or inspection report that is completed more than 48 hours after the end of rain day or report due date will be assessed a penalty equal to one (1) day of liquidated damages per the table in Section 109.9 Liquidated Damages of these Standard Specifications.

The Contractor shall continue erosion control inspections on a project until a minimum of 70% vegetation establishment has been obtained or other permanent surface restoration has occurred as determined by the Engineer (matting, pavement, sod, etc.).

INLET PROTECTION **DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove inlet protection as specified on the plans and Standard Specifications.

STREET SWEEPING **DESCRIPTION**

When required, either by the erosion control plan or the Engineer, the Contractor shall perform street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Street sweeping shall be completed as directed by the Engineer and shall remove all loose material to the satisfaction of the Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

CONSTRUCTION ENTRANCE **DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals required to maintain a construction entrance as shown on plans. The Construction Entrance shall be maintained and removed in accordance with the Standard Specifications. The Contractor shall maintain the construction entrance for the duration of the contract timeframe.

CONSTRUCTION FENCING **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. This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. Fencing locations shall be determined in conjunction with the provided phasing plans.

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. The Parks Division shall approve all placement of temporary fencing

The Contractor will be responsible for maintaining construction fencing until spring/early summer 2019 as determined by the Engineer.

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: minimum 4 feet
Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

The Contractor shall be responsible for all work, materials, tools, equipment, labor, hauling placement, disposal and incidentals required to install maintain and remove construction fencing. Any additional construction site security measures deemed necessary by the Contractor shall be installed at no additional cost to the City.

NON STANDARD BID ITEMS

BID ITEM 90001 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building, mechanical, site, and utility components; the accepted testing, and commissioning of all systems; and the completion, and turn-in of all deliverables as outlined in the plans and specifications.

METHOD OF MEASUREMENT: The BASE BID shall be measured as Lump Sum of the required construction and installations described in the plans and specifications. Partial Payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT: The BASE BID shall be paid at the contract unit price. Partial payments shall be reviewed and authorized as described in the above referenced specifications.

CONTACTS

We ask all Contractors with questions and concerns regarding the bidding of these contract documents to do so by email so we may properly log, track and respond to all issues.

* Reference **Walter Street Restroom Building Contract No 8177** in the subject line of all emails.

Designer/Project Manager for Destree Design Architects, Inc
Jason Ekstrom Assoc AIA
222 W Washington Ave #310
Madison WI 53703
608.268.1499
jason@destreearchitects.com

Project Manager for City Engineering Division /Facilities and Sustainability
Jeanine Zwart
City-County Building #115
210 Martin Luther King Jr Blvd
Madison WI 53703
608.267.8749
jzwart@cityofmadison.com

Project Manager for City Parks Division
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Department of Public Works
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Robert F. Phillips, P.E., City Engineer

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Principal Engineer 1

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

Facilities & Sustainability

Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8177
WALTER STREET RESTROOM BUILDING REPLACEMENT**

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

CHANGES TO SECTION D: SPECIAL PROVISIONS

1. **Add** Soil Boring Report from CGC, Inc. dated April 21, 2017
2. At **SECTION 104 SCOPE OF WORK**
Add the following:

Olbrich Park is a former shallow fill site that is capped with 6 to 12 inches of granular soil. The City has received permission from the Wisconsin Department of Natural Resources (WDNR) to proceed with this project. If the Contractor encounters waste during excavation, the Contractor shall notify the Engineer, segregate waste and disposed of as solid waste at the WM Madison Prairie Landfill in Sun Prairie at no additional cost to the City. **Tipping fees will be paid for by the City of Madison.**

3. **ADD**
SECTION 205 EXCAVATION, LOADING AND HAULING OF SOLID WASTE MATERIALS

This special provision describes excavating, loading, and hauling of any trash, solid waste, or contaminated soil encountered during the project to the Waste Management Madison Prairie Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. **Tipping fees shall be paid for by the City of Madison.**

Waste Management Madison Prairie Landfill
3490 Nelson Road
Sun Prairie, WI 53590
(t) 608.837.9031

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

A.2. Notice to the Contractor – Contaminated Soil Locations

It is anticipated that fragments of glass, brick, and cinders may be encountered from depths ranging from 1 to 4 feet below ground surface. It is likely that such historical waste will only be encountered during the excavation of trenches for site utilities. Refer to the April 21, 2017 CGC boring log reports for more detail (attached). Based on the age of waste and boring logs, there are no special health or safety measures that must be implemented when excavating such material.

If contaminated soils—based on unusual odor, presence of cinders, staining, presence of trash, etc.—are encountered, immediately notify the Project Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
bbemis@cityofmadison.com

A.3. Coordination

Do not transport materials offsite to a landfill for disposal without prior approval from the Project Engineer. Coordinate work under this contract with the City of Madison Environmental Consultant:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

1. Providing hauling manifests for Madison Prairie Landfill.
2. Assisting with determining the location and limits of petroleum-contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
3. Coordinating response measures for unknown contamination encountered.
4. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three (3) calendar days prior to commencement of excavation activities in each of the contaminated areas.

A.4. Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with cinders and/or petroleum contamination. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

B. Construction

Subsection 205.3 of the standard specification is supplemented with the following:

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

While excavating, only excavate contaminated soils as required by the construction plan set. Do not over-excavate contaminated soils, unless directed by the Environmental Consultant or Engineer. Non-petroleum-contaminated soil, such as soils containing brick fragments or cinders, that is geotechnically suitable shall be reused as backfill.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site. Per WDNR requirements, petroleum-contaminated soils must be placed on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover petroleum piles with plastic sheeting to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants. Soil containing cinders and/or other solid waste material does not need to be covered during stockpiling.

Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If spills or releases occur, immediately notify the Environmental Consultant and Engineer. Immediately recover all contaminated soil, residue, and any new contamination that was caused by the spill or release. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Dispose of petroleum-contaminated soil at the approved facility's bioremediation facility.

4. At NON-STANDARD BID ITEMS

Add the following:

BID ITEM 90002 EXCAVATION, LOADING, AND HAULING OF SOLID WASTE
DESCRIPTION: removal of trash, solid waste or contaminated soil encountered during excavation as described in Section 205.

METHOD OF MEASUREMENT: Excavation, loading and hauling of waste-contaminated soil will be measured in tons of contaminated soil accepted by the approved landfill as documented by weight tickets generated by the landfill.

BASIS OF PAYMENT: Payment is full compensation for contaminated soil excavation, segregation, loading, and hauling of solid waste-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of

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trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

5. Proposal Page – line item 90002 has been added to the revised Proposal Page dated 7/27/18

CHANGES TO SPECIFICATIONS (DIVISIONS 2 – 33)

6. **Section 07 53 23 ETHYLENE PROPYLENE DIENE MONOMER (EPDM) ROOFING**
At 2.1 A 1) **ADD** d. Mule-Hide as an acceptable manufacturer
7. **Section 10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES**
At 2.2 F Warm Air Dryer **ADD** Saniflow Optima M99A-UL as an acceptable product

CHANGES TO DRAWINGS

8. **Sheets L100, L200, L201 and L300**
Revise note regarding existing basketball court to read: "Basketball court to be removed by Owner prior to start of construction"
9. **Sheet C100**
Revise note 3 (diamond) to read "Disconnect existing electric service at existing toilet building, coordinate with Park's Maintenance staff. Disconnect and remove underground feeders as shown, coordinate with Park's Maintenance staff. Coordinate electric service relocation with MG&E.

END OF ADDENDUM

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 to receive the material by another route.

Sincerely,



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

Cc: Greg Fries



Construction • Geotechnical
Consulting Engineering/Testing

April 21, 2017
C17051-10

Ms. Kathleen Kane
City of Madison Parks Division
City-County Building, Room 104
210 Martin Luther King Jr. Boulevard
Madison, WI 537013

Re: Geotechnical Exploration Report
Proposed Restroom Building
Olbrich Park
Madison, Wisconsin

Dear Ms. Kane:

Construction • Geotechnical Consultants, Inc. (CGC) has completed the geotechnical exploration program for the project referenced above. The purpose of this exploration program was to evaluate the subsurface conditions within the proposed construction area and to provide geotechnical recommendations regarding site preparation, foundation, floor slab and pavement design/construction. An electronic copy of this report is provided for your use, and a paper copy can be sent to you upon request.

PROJECT DESCRIPTION/SITE CONDITIONS

We understand that this project will include the construction of an enclosed restroom facility in the general location of the soil borings (refer to map presented in Appendix B). It will replace a toilet shelter. Some adjacent asphalt pavement may also be replaced. Little (if any) grade change is anticipated for building construction, with building loads expected to be light (i.e., 100 kip column loads or less.)

The existing site is basically a flat landscaped area covered by grass. Ground surface elevations at the boring locations were not determined for this study.

SUBSURFACE CONDITIONS

Subsurface conditions on site were explored by drilling three Standard Penetration Test (SPT) soil borings to planned depths of 15 ft below existing site grades. The boring locations were selected by the City of Madison and staked in the field by CGC personnel. The soil borings were conducted by Soil Essentials (under subcontract to CGC) on April 14, 2107 using a track-mounted Geoprobe 7822DT ATV drill rig equipped with hollow-stem augers and an automatic SPT hammer. The boring locations are shown in plan on the Soil Boring Location Exhibit attached in Appendix B.

2921 Perry Street, Madison WI 53713

Telephone: 608/288-4100

FAX: 608/288-7887

Ms. Kathleen Kane
City of Madison Parks Division
April 21, 2017
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The subsurface profiles at the boring locations were fairly similar and a generalized profile can be described by the following strata, in descending order:

- 4 in. of *topsoil fill* or *2.5 in. asphalt pavement/5 in. base course* at B-3, over
- About 2.5 to 4 ft of *fill* consisting of mainly sand/clay/silt intermixed with brick/concrete/slag/cinders in some areas; then
- 1 to 3.5 ft of soft to stiff *lean clay*; followed by
- Loose to medium dense *sand strata* with varying silt and gravel contents, to the termination depths.

Groundwater was encountered in each boring at 7.3 to 8.5 ft below existing grade during or shortly after drilling. Groundwater levels are expected to fluctuate with seasonal variations in precipitation, infiltration, nearby lake levels, evapotranspiration and other factors. A more detailed description of the site soil and groundwater conditions is presented on the Soil Boring Logs attached in Appendix B.

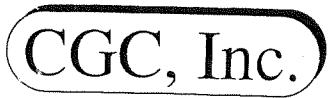
DISCUSSION AND RECOMMENDATIONS

1. Site Preparation

As a general rule, the topsoil should be stripped to at least 10 ft beyond the proposed construction areas. This is dependent on proposed grades and cutting/filling depths (if any). The topsoil is expected to be up to 4 in. thick, but deeper layers of topsoil fill should be expected from previous grading activities. Topsoil can be stockpiled on-site and re-used as fill in landscaped areas. Asphalt pavement removal can also occur at this time if required.

After topsoil fill removal, the exposed subgrades are expected to consist of sand/clay fill (or base course near B-3). The exposed soils, where filling is required (or where the subgrade is at finished grade), should be recomacted with a smooth-drum compactor and then proof-rolled with a loaded tri-axle dump truck to check for soft/yielding areas. If soft/yielding areas are detected, they should be undercut/removed. Note that cinder and slag material may require disposal at a licensed facility. Grade should be re-established using granular backfill compacted to at least 95% compaction based on modified Proctor methods (ASTM D1557). As an alternative, 3-in. dense graded base (DGB) or select crushed material that is compacted in thin lifts (less than about 12 in.) until deflection ceases can be used to restore grade.

After the existing soils have been checked and undercut/replaced, as needed, fill placement (if necessary) to establish planned grades can begin. We recommend using granular soils as fill within building areas as sand/gravel are generally easier to place and compact in a wider range of weather conditions. We generally do not recommend using silt/clay soils as fill within building or the upper part of pavement areas, as moisture conditioning is typically required to achieve required compaction levels, which can result in construction delays. In our opinion, silt/clay soils are best used as fill in



Ms. Kathleen Kane
 City of Madison Parks Division
 April 21, 2017
 Page 3

landscaped areas or potentially in the bottom of deeper fills in pavement areas provided the cohesive soils are adequately dried to facilitate compaction. The new fill within the building footprint should be compacted to a minimum of 95% compaction based on modified Proctor methods (ASTM D 1557). Periodic field density tests should be taken by CGC staff within the fill/backfill to document the adequacy of compactive effort.

We recommend that fill soils be undercut below foundations. There is a small risk of floor slab settlement/cracking occurring if the existing undocumented fill is left in-place below floor slabs after passing proof-rolling to confirm firmness, and the risk is the owner's responsibility. If the owner does not want to accept the risk of floor slab settlement/cracking potentially occurring, the fill should also be undercut below slab areas. Where existing fill is removed (and disposed of at a licensed facility when necessary), the area(s) can be backfilled with engineered granular soils as described in the previous paragraph.

2. Foundation Recommendations

In our opinion, the proposed structure can be supported on reinforced concrete spread footing foundations bearing on newly-placed granular fill, native clays or natural sand soils. *As discussed previously, an important component of the foundation design assumptions includes undocumented fill removal below the foundations in order to limit post-construction settlement to typically tolerable levels.* The following parameters should be used for foundation design:

- Maximum net allowable soil bearing pressure: 2500 psf
- Minimum foundation widths:
 - Continuous wall footings: 18 in.
 - Column pad footings: 30 in.

Perimeter footings should be founded at least 4 ft below exterior site grades for frost protection. Footings within interior heated areas do not need to be lowered for frost protection.

For an allowable bearing pressure of 2,500 psf, we have assumed that foundations will bear on "new" granular fill, native stiff clays or natural granular soils and undercutting below footing grade will be required if undocumented fill, loose sands or clays are encountered at or slightly below footing grade. Where undercutting is required, the base of the undercut excavation should be widened beyond the footing edges at least 0.5 ft in each direction for each foot of undercut depth for stress distribution purposes. Footing grade should be restored using granular backfill compacted to at least 95% (ASTM D1557).

We recommend using a smooth-edged backhoe bucket for footing excavations. Further, footing subgrade soils should be rigorously recompacted with a large sampling jack compactor or hoe-pak (backhoe mounted compactor) to densify soils loosened/disturbed during excavation. Provided the

Ms. Kathleen Kane
City of Madison Parks Division
April 21, 2017
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foundation design/construction recommendations discussed above are followed, we estimate that total and differential settlements should not exceed 1.0 and 0.5 in., respectively.

3. Floor Slabs

The floor slab for the proposed structure can be supported on the existing fill after passing the proof-roll test. As mentioned above, there is a small risk of floor slab settlement/cracking occurring if slabs are supported on the existing undocumented fill, and the risk is the owner's responsibility. If the owner does not want to accept this risk, the undocumented fill should be undercut below the floor slab areas. Prior to slab construction, the subgrades should be recompacted to densify soils that may become disturbed or loosened during construction activities. The design subgrade modulus is based on a recompacted subgrade such that non-yielding conditions are developed.

To serve as a capillary break, the final 4 to 6-in. of soil placed below the slabs should consist of well-graded sand or gravel with no more than 5 percent by weight passing a No. 200 U.S. standard sieve. Importing sand/gravel for this purpose will be required. Note that some structural engineers require approximately 6-in. thick layer of dense graded base (i.e., base course) directly below the floor slab (in lieu of the drainage layer) to increase the subgrade modulus. If 6 in. or more of dense graded base is included immediately below the floor slab, the subgrade modulus can be increased to 150 pci. To further minimize the potential for moisture migration, a plastic vapor barrier should also be utilized. Fill and drainage course material placed below the slabs should be placed, as described in the Site Preparation section of this report. The slabs should be structurally separate from the foundation and have construction joints and reinforcement for crack control.

4. Site Class for Seismic Design

In our opinion, the average soil/rock properties in the upper 100 ft of the site (based on SPT blow counts (N values) exceeding 15 blows/ft on average) can be characterized as a stiff soil profile. This characterization would place the site in Site Class D for seismic design according to the International Building Code (see Table 1613.5.2).

5. Pavement Design

We anticipate that the subgrade soils within replacement parking and drive areas will likely consist of existing fill and possible newly-placed fill. Pavement subgrades should be proof-rolled/recompacted, as described in the Site Preparation section of this report, and stabilized as needed with coarse stone or replaced with compacted granular fill. *Since the pavement subgrade is expected to primarily be existing fill involving cohesive soils, we anticipate that some undercutting and stabilization may be required during subgrade preparation. We therefore recommend that the budget include a contingency for these operations.* We assume that the parking area pavement will experience fairly light traffic loads consisting primarily of cars and light trucks (Traffic Class I). The entrance drives may experience larger truck volumes (Traffic Class II). The clay soils will control

the pavement thickness design. Accordingly, the pavement sections tabulated below were selected assuming a CBR of approximately 2 to 3 for a firm or stabilized clay subgrade and a design life of 20 years.

Table 1 - Recommended Pavement Sections

Material	Thicknesses (in.)		WDOT Specification ¹
	Parking Lots (Traffic Class I)	Main Driveways and Truck Traffic Areas (Traffic Class II)	
Bituminous Upper Layer ^{2,3}	1.5	1.75	Section 460, Table 460-1, 9.5 mm, 12.5 mm
Bituminous Lower Layer ^{2,3}	1.75	2.25	Section 460, Table 460-1, 12.5 mm, 19 mm
Dense Graded Base Course ^{2,4}	8.0	10.0	Sections 301 and 305, 3 in. and 1¼ in.
Total Thickness	11.25	14.0	

Notes:

1. Wisconsin DOT *Standard Specifications for Highway and Structure Construction*, latest edition, including supplemental specifications, and Wisconsin Asphalt Pavement Association *2016 Asphalt Pavement Design Guide*.
2. Compaction requirements:
 - Bituminous concrete: Refer to Section 460-3.
 - Base course: Refer to Section 301.3.4.2, Standard Compaction
3. Mixture Type LT (or E-0.3) bituminous; note that a heavy duty (H) mix may be required in truck traffic areas where high, slow moving wheel loads exist; refer to Section 460, Table 460-2 of the *Standard Specifications*.
4. The upper 4 in. should consist of 1¼-in. DGB; the bottom part of the layer can consist of 3-in. DGB.

Note that if traffic volumes differ from those assumed, CGC should be allowed to review the recommended pavement sections and adjust them accordingly. The pavement design assumes a stable/non-yielding subgrade and a regular program of preventative maintenance. Alternative

Ms. Kathleen Kane
City of Madison Parks Division
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pavement designs may prove applicable and should be reviewed by CGC. If there is a delay between subgrade preparation and placing the base course, the subgrade should be recompact.

CONSTRUCTION CONSIDERATIONS

Due to variations in weather, construction methods and other factors, specific construction problems are difficult to predict. Soil related difficulties which could be encountered on the site are discussed below:

- Due to the potentially sensitive nature of the on-site soils, we recommend that final site grading activities be completed during dry weather, if possible. Construction traffic should be avoided on prepared subgrades to minimize potential disturbance.
- Contingencies in the project budget for subgrade stabilization with coarse stone in parking and floor slab areas should be increased if the project schedule requires that work proceed during adverse weather conditions.
- Earthwork construction during the early spring or late fall could be complicated as a result of wet weather and freezing temperatures. During cold weather, exposed subgrades should be protected from freezing before and after footing construction. Fill should never be placed while frozen or on frozen ground.
- Excavations extending greater than 4 ft in depth below the existing ground surface should be sloped or braced in accordance with current OSHA standards.
- Based on observations made during the field exploration, groundwater infiltration into excavations is generally not expected to be a problem. Water accumulating at the base of excavations as a result of precipitation or seepage should be controlled and quickly removed using pumps operating from filtered sump pits.

RECOMMENDED CONSTRUCTION MONITORING

The quality of the foundation, floor slab and pavement subgrades will be largely determined by the level of care exercised during site development. To check that earthwork and foundation construction proceeds in accordance with our recommendations, the following operations should be monitored by CGC:

- Topsoil stripping/subgrade proof-rolling within the construction areas;
- Fill/backfill placement and compaction;
- Foundation excavation/subgrade preparation; and
- Concrete placement.



Ms. Kathleen Kane
City of Madison Parks Division
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* * * * *

It has been a pleasure to serve you on this project. If you have any questions or need additional consultation, please contact us.

Sincerely,

CGC, Inc.

Michael N. Schultz, P.E
President

- Encl: Appendix A - Field Exploration
- Appendix B - Soil Boring Location Exhibit
 - Logs of Test Borings (3)
 - Log of Test Boring-General Notes
 - Unified Soil Classification System
- Appendix C - Document Qualifications
- Appendix D - Recommended Compacted Fill Specifications

APPENDIX A

FIELD EXPLORATION

APPENDIX A

FIELD EXPLORATION

Three Standard Penetration Test (SPT) soil borings were drilled to planned depths of 15 ft below existing site grades at locations selected by the City. The boring locations were staked in the field by CGC personnel. The soil borings were conducted by Soil Essentials (under subcontract to CGC) on April 14, 2017 using a track-mounted Geoprobe 7822DT ATV drill rig equipped with hollow-stem augers and an automatic SPT hammer. The boring locations are shown in plan on the Soil Boring Location Exhibit attached in Appendix B.

In each boring, soil samples were obtained at 2.5 foot intervals to a depth of 10 ft and at 5 ft intervals thereafter. The soil samples were obtained in general accordance with specifications for standard penetration testing, ASTM D 1586. The specific procedures used for drilling and sampling are described below.

1. Boring Procedures between Samples

The boring is extended downward, between samples, by a hollow-stem auger.

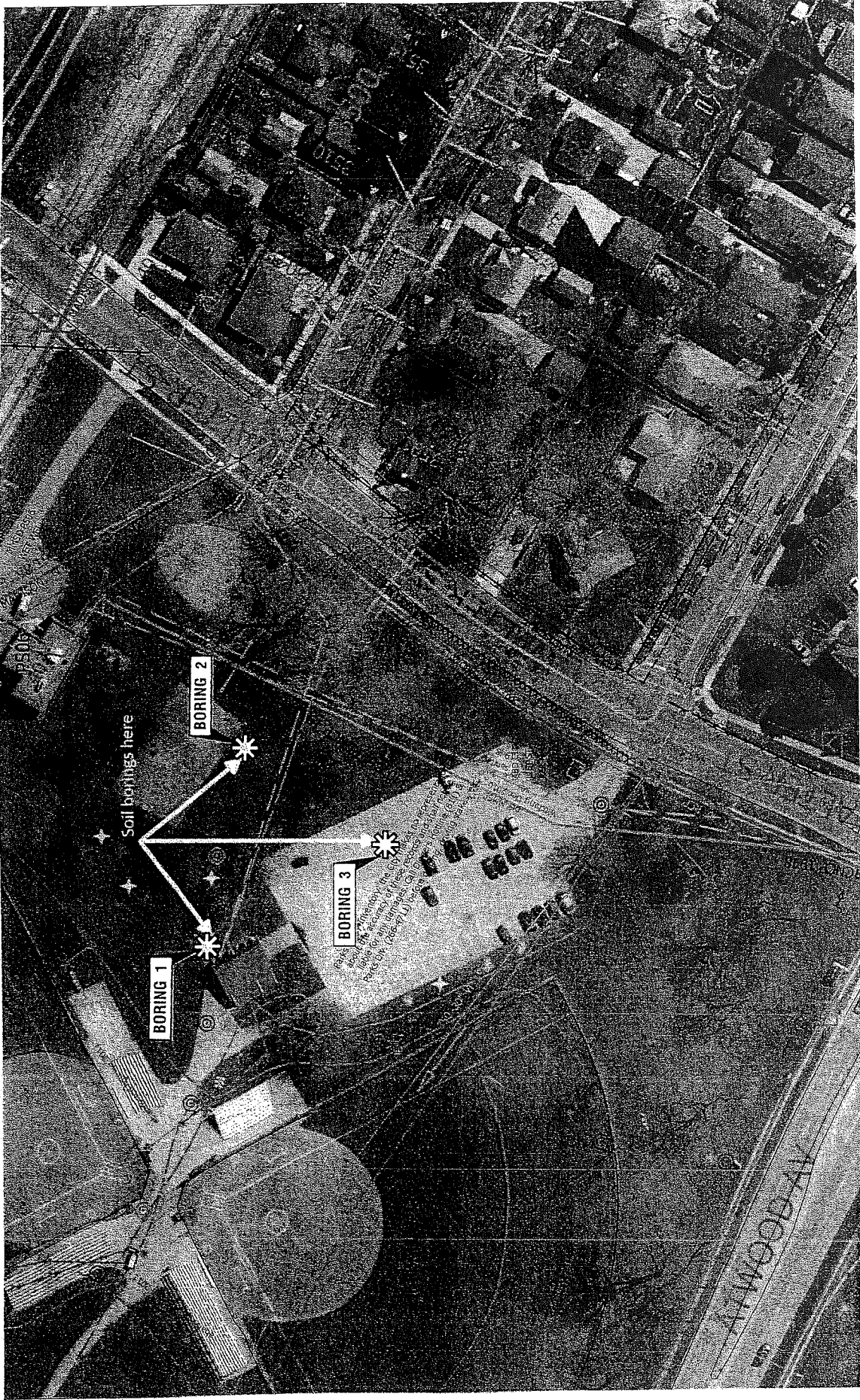
2. Standard Penetration Test and Split-Barrel Sampling of Soils
(ASTM Designation: D 1586)

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.


During the field exploration, the driller visually classified the soil and prepared a field log. *Field screening of the soil samples for possible environmental contaminants was not conducted by the drillers as these services were not part of CGC's work scope.* Water level observations were made in each boring during and after drilling and are shown at the bottom of each boring log. Upon completion of drilling, the borings were backfilled with bentonite (where required) to satisfy WDNR regulations and the soil samples were delivered to our laboratory for visual classification and laboratory testing. The soils were visually classified by a geotechnical engineer using the Unified Soil Classification System. The final logs prepared by the engineer and a description of the Unified Soil Classification System are presented in Appendix B.

APPENDIX B

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



Legend

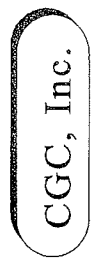
 Denotes Boring Location and Number

Notes

1. Borings were drilled on April 14, 2017 by Soil Essentials (under subcontract by CGC).
2. Base map provided by the City of Madison
3. Boring locations are approximate.

Scale: Reduced

Date: 4/2017
Job No. C17051-10



SOIL BORING LOCATION MAP
 Proposed Restroom Building
 Olbrich Park
 Madison, Wisconsin



LOG OF TEST PIT

Project Olbrich Park Restroom Facility
Atwood Avenue
 Location City of Madison, Dane County, Wisconsin

Pit No. 1
 Surface Elevation _____
 Job No. C17051-10
 Sheet 1 of 1

2921 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					4 in. ± TOPSOIL FILL (OL)					
1		15	M	11	FILL: Brown Silty Clay (Based on Driller's Description)					
2		17	M	7	FILL: Medium Dense, Dark Brown to Black Silty Sand, Little to Some Gravel, Numerous Cinder/Slag Fragments					
					Stiff, Brown Lean CLAY, Some Silt, Little Sand, Trace Gravel (CL)	(1.5-1.75)				
3		15	M/W	6	Loose, Brown Silty SAND, Trace to Little Clay, Trace Gravel (SM/SM-SC)					
4		16	W	7	Loose, Brown Fine to Medium SAND, Trace to Little Silt, Trace Gravel, Scattered Silty Sand Seams (SP/SP-SM)					
5		18	W	6						
					End of Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Excavating ∇ Upon Completion of Drilling _____
 Time After Excavating _____ 30 Min.
 Depth to Water _____ 8.5' ∇
 Depth to Cave in _____

Start 4/14/17 End 4/14/17
 Driller SE Chief _____ Geoprobe
 Logger _____ Editor TFG 7822DT
 Equip. Used: 2-1/4" HSA; Autohammer

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



LOG OF TEST PIT

Project Olbrich Park Restroom Facility
Atwood Avenue
 Location City of Madison, Dane County, Wisconsin

Pit No. 2
 Surface Elevation _____
 Job No. C17051-10
 Sheet 1 of 1

2921 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		qu (tsf)	W	LL	PL	Probe (in.)
					4 in. ± TOPSOIL FILL (OL)					
1	2/18"	15	M		FILL: Brown Clayey Silt (Based on Driller's Description)					
2	5	16	M	5	FILL: Very Loose, Brown/Grayish Brown Clayey Sand and Silty Clay, Little to Some Gravel, Scattered Cinder/Slag/Glass Fragments	(1.5-1.75)				
3	7	16	M/W	7	Stiff, Gray Lean CLAY, Some Silt, Trace Sand (CL)					
					Loose, Brown Fine to Medium SAND, Little to Some Silt, Trace Gravel (SP-SM/SM)					
4	9	14	W	9	Silt Content Slightly Decreasing with Depth					
5	15	14	W	7						
					End of Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Excavating <input checked="" type="checkbox"/>	Time After Excavating _____	Depth to Water _____	Depth to Cave in _____	Upon Completion of Drilling _____	Start <u>4/14/17</u>	End <u>4/14/17</u>	Driller <u>SE</u>	Chief _____	Geoprobe <u>7822DT</u>
				<u>30 Min.</u>	Logger _____	Editor <u>TFG</u>			
				<u>7.3'</u> ▼	Equip. Used: <u>2-1/4" HSA; Autohammer</u>				

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



LOG OF TEST BORING

Project Olbrich Park Restroom Facility
Atwood Avenue
 Location City of Madison, Dane County, Wisconsin

Boring No. 3
 Surface Elevation (ft) _____
 Job No. C17051-10
 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
					2.5 in. ± ASPHALT PAVEMENT over 5 in. ± BASE COURSE					
1	8	M	2		FILL: Very Loose, Grayish Brown to Black, Fine to Coarse Sand, Some Gravel, Trace to Little Silt, Numerous Brown Clayey Sand Seams and Cinder/Slag Fragments					
2	15	M	2/18"		FILL: Brick/Slag/Concrete Debris (Based on Driller's Description)					
				5	Soft, Grayish Brown Lean CLAY, Some Silt, Trace Sand (CL)	(0.25-0.5)				
3	12	M/W	9		Loose, Brown Fine to Medium SAND, Little to Some Silt, Trace Gravel (SP-SM/SM), Laminated with Dark Brown Fine to Coarse SAND, Some Silt and Gravel, Trace Clay (SM)					
4	17	M/W	10		Loose to Medium Dense, Brown/Reddish Brown Fine to Medium SAND, Some Silt, Trace Gravel, Scattered Silt Seams (SM)					
				10						
5	16	W	10		Loose to Medium Dense, Brown Fine to Medium SAND, Little to Some Silt, Trace Gravel (SP-SM/SM)					
				15	End of Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips/Asphalt Patched					
				20						

WATER LEVEL OBSERVATIONS

While Drilling ∇ 8.3' Upon Completion of Drilling 8.3'
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 4/14/17 End 4/14/17
 Driller SE Chief _____ Rig Geoprobe
 Logger _____ Editor TFG 7822DT
 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

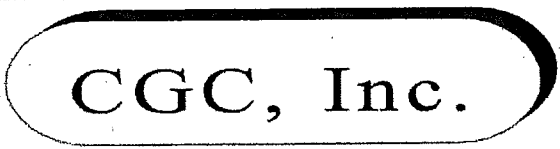
Laboratory Tests

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

Water Level Measurement

- ▽ - Water Level at Time Shown
- NW – No Water Encountered
- WD – While Drilling
- BCR – Before Casing Removal
- ACR – After Casing Removal
- CW – 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.



Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS

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

Clean Gravels (Less than 5% fines)

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

Gravels with fines (More than 12% fines)

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

Clean Sands (Less than 5% fines)

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

Sands with fines (More than 12% fines)

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

FINE-GRAINED SOILS

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

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

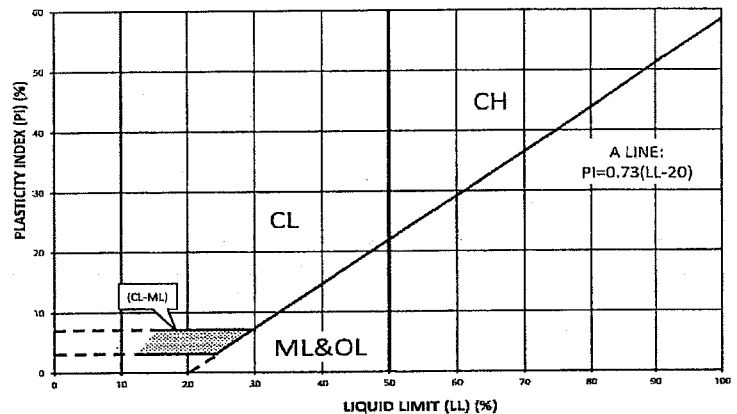
LABORATORY CLASSIFICATION CRITERIA

GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	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 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

APPENDIX D

RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX D

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)

SECTION E: BIDDERS ACKNOWLEDGEMENT

WALTER STREET RESTROOM BUILDING REPLACEMENT
CONTRACT NO. 8177

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.

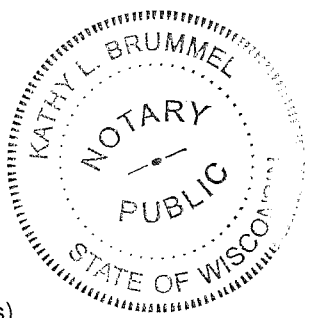
- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda 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 Advanced Building Corporation (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin & partnership consisting of of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Handwritten signature of Paul M.

SIGNATURE
President
TITLE, IF ANY

Sworn and subscribed to before me this
1st day of August, 2018

Kathy L. Brummel (Notary Public or other officer authorized to administer oaths)
My Commission Expires 8/19/2021



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

SECTION F: BEST VALUE CONTRACTING

WALTER STREET RESTROOM BUILDING REPLACEMENT CONTRACT NO. 8177

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 & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

WALTER STREET RESTROOM BUILDING REPLACEMENT
CONTRACT NO. 8177

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: Advanced Building Corporation

Address: 3624 Pioneer Road, Verona, WI 53593

Telephone Number: 608-833-0900 Fax Number: 608-833-8483

Contact Person/Title: Patrick Baldwin - President

Prime Bidder Certification

I, Patrick Baldwin, President of
Name Title

Advanced Building Corporation certify that the information
Company

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

Kathy L Brummel
Witness Signature

Patrick Baldwin
Bidder's Signature

8/1/2018
Date

**WALTER STREET RESTROOM BUILDING REPLACEMENT
CONTRACT NO. 8177**

Small Business Enterprise Compliance Report

Summary Sheet

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
All Phase Power Systems	HVAC	%
All Surface Painting	Painting	%
Amigo Construction	Carpentry	%
Byco, Inc.	Flooring	%
Capuex Roofing & Siding	Roofing & Siding	%
Caribbean Tiling	Flooring	%
CButts Electric	Electric	%
Early Bird Painting	Painting	%
Helping Hands Electric	Electric	%
Mobile Glass	Glass & Glazing	%
Reynaldo's Roofing	Roofing	%
Step-up Ceilings	Ceilings	%
Thunder Road Asphalt	Paving	%
Subtotal SBE who are NOT suppliers:		_____ %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Lewis Custom Built Cabinets	Cabinets & Countertops	%
Middleton Insulation	Insulation	%
		%
		%
		%
		%

Subtotal Contractors who are suppliers: 12% % x 0.6 = 7.2% % (discounted to 60%)

Total Percentage of SBE Utilization: 0 %.

WALTER STREET RESTROOM BUILDING REPLACEMENT

CONTRACT NO. 8177

DATE: 8/2/18

**Advanced Building
Corporation**

Item	Quantity	Price	Extension
Section B: Proposal Page			
90001 - Base Bid - Lump Sum	1.00	\$507,128.00	\$507,128.00
90002 - Excavation, Loading and Hauling of Solid Waste Materials - Tons	500.00	\$15.00	\$7,500.00
2 Items	Totals		\$514,628.00



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

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

Assistant City Engineer

Gregory T. Fries, P.E.
Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.
John S. Fahmey, P.E.

Principal Engineer 1

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

Facilities & Sustainability

Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

Advanced Building Corporation

(a corporation of the State of Wisconsin
(individual), (partnership), (hereinafter referred to as the "Principal") and
West Bend Mutual Insurance Company

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

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

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

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

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

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

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

PRINCIPAL

Advanced Building Corporation
COMPANY NAME AFFIX SEAL 2-1-2018
DATE
By: Paul Dan president
SIGNATURE AND TITLE

SURETY

West Bend Mutual Insurance Company
COMPANY NAME AFFIX SEAL 2-1-2018
DATE
By: Elizabeth Mosca
SIGNATURE AND TITLE
Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 12305256 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

2-1-2018
DATE

Elizabeth Mosca
AGENT SIGNATURE

PO Box 259408
ADDRESS

Madison, WI 53715
CITY, STATE AND ZIP CODE

608-252-9674
TELEPHONE NUMBER

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



THE SILVER LINING®

Bond No. _____

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Patrick A. McKenna, Brooke L. Parker, Judith A. Walker, Elizabeth Mosca, David Zenobi

lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: \$3,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

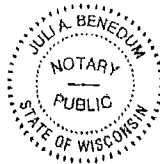
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 1 day of February 2018.



Heather A. Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

SELECTION AGREEMENT

THIS AGREEMENT made this 5th day of September in the year Two Thousand and Eighteen between **ADVANCED BUILDING CORPORATION** 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 **SEPTEMBER 4, 2018**, 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:

WALTER STREET RESTROOM BUILDING REPLACEMENT CONTRACT NO. 8177

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 **FIVE HUNDRED FOURTEEN THOUSAND SIX HUNDRED TWENTY-EIGHT AND NO/100 (\$514,628.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**WALTER STREET RESTROOM BUILDING REPLACEMENT
CONTRACT NO. 8177**

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

Countersigned:

ADVANCED BUILDING CORPORATION

<u>[Signature]</u> Witness	<u>8/31/18</u> Date	<u>[Signature]</u> President	<u>8/31/2018</u> Date
<u>Kathyl Brummel</u> Witness	<u>8/31/18</u> Date	<u>[Signature]</u> Secretary	<u>8/31/2018</u> Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 4th day of October, 2018

[Signature]
Witness

[Signature]
Mayor 04 Oct 2018
Date

[Signature]
Witness

[Signature]
City Clerk 9-11-18
Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we ADVANCED BUILDING CORPORATION as principal, and West Bend Mutual Insurance Company Company of Middleton, Wisconsin as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FIVE HUNDRED FOURTEEN THOUSAND SIX HUNDRED TWENTY-EIGHT AND NO/100 (\$514,628.00)** 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:

**WALTER STREET RESTROOM BUILDING REPLACEMENT
CONTRACT NO. 8177**

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 5 day of September, 2018

Countersigned:

Kathy L Brummel
Witness

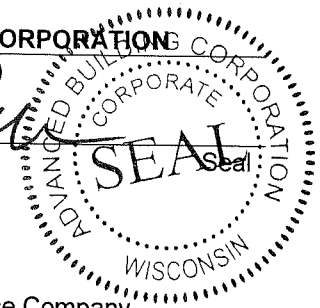
[Signature]
Secretary

Approved as to form:

[Signature]
City Attorney

ADVANCED BUILDING CORPORATION
Company Name (Principal)

[Signature]
President



West Bend Mutual Insurance Company

Surety Seal
 Salary Employee Commission

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

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 12305256 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

September 5, 2018
Date

[Signature]
Agent Signature

**SIGN
HERE**



THE SILVER LINING®

Bond No. 2392836

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Elizabeth Mosca

lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

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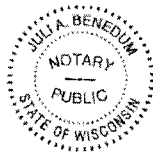
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

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Signed and sealed at West Bend, Wisconsin this 5th day of September, 2018



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.