

Contract Routing Form

ROUTING: Routine

printed on: 08/13/2019

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

Project: Cannonball Water Main - Phase 6

Contract No.: 7963  
Enactment No.: RES-19-00552  
Dollar Amount: 556,790.65

File No.: 56683  
Enactment Date: 08/09/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-13-19	8-13-19
Director of Civil Rights	8/13/19	8/19/19
Risk Manager	8/20/19	8/20/19
Finance Director	8/23/19	8/23/19
City Attorney	993   8-23-2019	8-20-19
Mayor	8.26.19	8.26.19

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

Original + 2 Copies

08/13/2019 13:47:36 enjls - Adam Wiederhoeft 266-9121

Dis Rights: OK / ~~NA~~ / Problem - Hold  
Prev Wage: AA / Agency / ~~No~~  
Contract Value: \_\_\_\_\_  
AA Plan: Approved  
Amendment / Addendum # \_\_\_\_\_  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / ~~PW~~ / Goal / Loan / Agrmt



Legislation Details (With Text)

**File #:** 56683      **Version:** 1      **Name:** Awarding Public Works Contract No. 7963, Cannonball Water Main - Phase 6.

**Type:** Resolution      **Status:** Passed

**File created:** 7/10/2019      **In control:** Engineering Division

**On agenda:** 8/6/2019      **Final action:** 8/6/2019

**Enactment date:** 8/9/2019      **Enactment #:** RES-19-00552

**Title:** Awarding Public Works Contract No. 7963, Cannonball Water Main - Phase 6. (14th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 7963.pdf

Date	Ver.	Action By	Action	Result
8/6/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
7/17/2019	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
7/10/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Water Main improvements as a component of the sixth phase of the cannonball path for a total estimated cost of \$601,334. Funding for the work is provided by the Water Utility adopted 2019 capital budget via carryforward revenue bond authority.

Awarding Public Works Contract No. 7963, Cannonball Water Main - Phase 6. (14th AD)

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 bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 7963) for itemization of bids.

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 7963  
CANNONBALL WATER MAIN – PHASE 6

SPEEDWAY SAND & GRAVEL, INC.

\$556,790.65

Acct. No. 10435-86-179:54445(91360)  
Contingency 8± %

\$556,790.65  
44,543.25

GRAND TOTAL

\$601,333.90

Jurisdiction: Wisconsin

Demographics

Company Name: Fidelity and Deposit Company of Maryland  
 SBS Company Number: 54219834  
 Domicile Type: Foreign  
 NAIC Group Number: 212 - ZURICH INS GRP  
 Merger Flag: No

NAIC CoCode: 39306  
 State of Domicile: Illinois  
 Organization Type: Stock

Short Name:  
 FEIN: 13-3046577  
 Country of Domicile: United States  
 Date of Incorporation: 03/18/1969

Address

Business Address  
 1299 ZURICH WAY  
 Schaumburg, IL 60196-1056  
 United States

Mailing Address  
 1299 ZURICH WAY  
 Schaumburg, IL 60196-1056  
 United States

Statutory Home Office Address  
 1299 ZURICH WAY  
 Schaumburg, IL 60196-1056  
 United States

Main Administrative Office Address  
 1299 ZURICH WAY  
 Schaumburg, IL 60196-1056  
 United States

Phone, Email, Website

Phone

Type	Number
Toll Free Phone	(800) 382-2150
Business Primary Phone	(847) 413-5048
Business Primary Phone	(847) 605-6000

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty  
 Status: Active  
 Effective Date: 12/31/2018  
 Issue Date: 01/01/1982  
 Articles of Incorporation Received: No

Status Reason:  
 Legacy State ID: 111700  
 Approval Date:  
 Article No:

Status Date: 01/01/1982  
 Expiration Date:  
 File Date:  
 COA Number:

Appointments

Show 10 entries

Showing 1 to 2 of 1440 entries

Search: nicole s

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

Navigation: First Previous 1 Next Last

Line Of Business

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

Contact

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

Company Merger

No results found.

### Name Change History

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

\$556,790.65  
CONTRACTOR'S OFFICE COPY

BID OF SPEEDWAY SAND & GRAVEL., INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CANNONBALL WATER MAIN – PHASE 6

CONTRACT NO. 7963

PROJECT NO. 10435

MUNIS NO. 10435-86-179

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON AUGUST 6, 2019

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

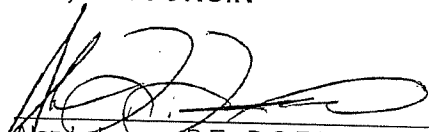
**CANNONBALL WATER MAIN - PHASE 6  
CONTRACT NO. 7963**

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This Proposal, and Agreement have  
been prepared by:

**MADISON WATER UTILITY  
CITY OF MADISON  
MADISON, DANE COUNTY, WISCONSIN**

 7-1-19  
 Alan L. Larsen, P.E., B.C.E.E.  
 Principal Engineer, Madison Water Utility

ALL: arw

20190701 10:00:00 AM C:\Users\arw\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\...

## 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:	CANNONBALL WATER MAIN - PHASE 6
CONTRACT NO.:	7963
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	JULY 3, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JULY 3, 2019
BID SUBMISSION (2:00 P.M.)	JULY 11, 2019
BID OPEN (2:30 P.M.)	JULY 11, 2019
PUBLISHED IN WSJ	JUNE 27 & JULY 4, 2019

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

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

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

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

#### STANDARD SPECIFICATIONS

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

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

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

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

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

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



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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPANCIES

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

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

Building Demolition

- |   |  |
|---|--|
| 101 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
| 120 <input type="checkbox"/> House Mover      |  |

Street, Utility and Site Construction

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

### Instructions to Bidders City of Madison SBE Program Information

#### 2 Small Business Enterprise (SBE) Program Information

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/dcr/aaTBDDir.cfm](http://www.cityofmadison.com/dcr/aaTBDDir.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/aaTBDDir.cfm](http://www.cityofmadison.com/dcr/aaTBDDir.cfm). Submittal of 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**  
**CANNONBALL WATER MAIN - PHASE 6**  
**CONTRACT NO. 7963**

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

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

**SECTION 102.11: BEST VALUE CONTRACTING**

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

**ARTICLE 104 SCOPE OF WORK**

Work under this contract generally consists of installing 6-inch, 10-inch and 12-inch ductile iron water main, fittings, valves and hydrants by open-cut methods and installing 12-inch ductile iron water main and fittings by horizontal directional drilling methods. The total water main installation comprises approximately 1500-LF of new pipe.

The new 12-inch ductile iron water main installation is primarily located in a Bowman Park and crosses a rail corridor. The 12-inch water main installation extends from the West end of platted North Avenue then through Bowman Park to Fish Hatchery, all in the City of Madison, and consists of approximately 1440 linear feet (LF) total.

The 12-inch ductile iron horizontal directional drilling (HDD) installation runs in a straight line for approximately 700-LF from an existing water main at the West end of platted North Avenue to a point south of the southeast baseball and softball field in Bowman Park. A separate tracer wire will be installed alongside the water main to aid in underground location.

New 12-inch ductile iron water main will be installed by open-cut methods from the west end of the HDD segment of the installation then extending west from the HDD installation for approximately 740-LF to Fish Hatchery Road where it will connect to existing water main. Additional 10-inch and 6-inch ductile iron connections and hydrant leads will be installed at locations as indicated on the plans.

Additionally, work under this contract shall generally include:

- Implementation of the approved Erosion Control Plan
- Implementation of the approved Traffic Control Plan
- Installation of ductile iron water main under existing streets and sidewalks and associated pavement patching
- Restoration and matting of all disturbed areas
- Miscellaneous concrete and asphalt pavement replacement and restoration

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the project area to resolve conflicts during the construction process. It will also be the responsibility of the Contractor to work with the City of Madison Parks Division to minimize the impact to, and the public use of, Bowman Park during construction and restoration activities.

**SECTION 105.12      COOPERATION BY THE CONTRACTOR**

The City of Madison has information that sports leagues will take place in Bowman Park prior to the water main installation. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the sports leagues so that construction activities do not interfere with scheduled use of Bowman Park and to make corrections in his/her work plan as required.

It is expected that certain construction activities as noted on the plan will take place in the Town of Madison Heifetz Park next to North Avenue. Coordinate site access to North Avenue and Heifetz Park, erosion control measures, and any other measures required with the Engineer and the Town of Madison.

The Contractor shall use care around existing plantings, trees, fences, sidewalks and curb and gutter that are not indicated on the plans for removal. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. See Section 107.1 below for tree protection requirements.

The Contractor shall provide & maintain a temporary barrier fence between construction activities and Bowman Park and Heifetz Park activities.

**Utility Coordination**

The Contractor may need to support the existing utilities while installing the new water main included in this contract. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of the new water main.

**Madison Gas and Electric (Electric)**

Rich Parker; office # (608) 252-7379

Mark Bohm; office # (608) 252-4730

**Madison Gas and Electric (Gas)**

John Wichern; office # (608) 252-1563

Shaun Endres; office # (608) 252-7224

**AT&T**

Carol Anason; office (608) 252-2385

**Charter**

Tom Payne; office (608) 288-6839

**CenturyLink/CenturyTel**

Kyle Tostenson (318)417-2768

**SECTION 105.13      ORDER OF COMPLETION**

Prior to beginning construction operations, the Contractor shall submit to the City a detailed construction schedule showing the sequence and anticipated dates of all major construction operations, conforming to the requirements as provided in Section 109.2, Prosecution of the Work.

**SECTION 107.1      PUBLIC CONVENIENCE AND SAFETY**

**Project Limits**

Under no circumstances shall the Contractor grade or otherwise disturb land beyond the portion of Bowman Park indicated on the plan, public street right-of-way, dedicated water main easements, or permitted areas of WisDOT Right-of-Way. Contractor shall at all times control his forces and that of his sub-contractors to prevent disturbance outside the construction limits. In particular Contractor shall restrict the area and duration of work within Bowman Park and Heifetz Park to that necessary to install and connect to the existing water main and restore the area.

Restore all disturbed areas to the satisfaction of Construction Inspector, Engineer or their designee. Restoration within the construction limits will be paid for under the appropriate bid items. Any areas outside those approved by the Construction Engineer that are disturbed shall be restored by the Contractor at his own expense.

If the Contractor fails to prevent disturbance outside the construction limits the Contractor shall, if requested by the Construction Engineer, clearly delineate the construction limits in the field with construction fence or other means. The cost to install, maintain and remove such fencing or marking shall be considered incidental to Mobilization.

#### **Fish Hatchery Road**

At the west end of the project where a connection to the existing water main in Fish Hatchery Road will be made the Contractor will be allowed to disrupt normal use of the bike path, or sidewalk, and the easterly northbound lane (only) of Fish Hatchery Road only during the hours of 8:30am to 3:30pm, Monday through Friday. If the Contractor needs additional time outside of the hours noted here to complete work in the area of the bike path and northbound lane of Fish Hatchery Road, work will be restricted to the weekend. Contractor may occupy or disturb additional areas for a construction trailer, material storage, directional drilling provisions, or any other use only with advance written approval from the Engineer. All southbound lanes and the westerly northbound lane of Fish Hatchery Road shall remain open to traffic at all times.

#### **Trees**

Trees within the work area of shall be protected by temporary barrier fence as indicated on the plans. The Contractor shall make every effort to protect damage to the tree, including its below ground root system by taking care to avoid compacting the soil above. For those trees marked on the plans for moving or replacing the Contractor shall work with the City of Madison Parks Division to come to an agreed upon final plan and restore the work area trees with the Parks Division prior approval.

#### **Wetlands**

Wetlands have been identified and delineated in Bowman Park over the portion of the water main that will be installed using HDD methods. The wetland delineations are clearly shown on the plans. Exercise care that no fill is placed or disturbance takes place within wetlands.

#### **Hauling Restrictions**

All hauling to and from the project shall be via Fish Hatchery Road and North Avenue. Hauling by any other routes is permitted only with prior written approval of the Construction Engineer. Limit construction vehicle access, whenever possible, to one route. The west end of North Avenue is unimproved and is currently in use as Heifetz Park with turf, trees and athletics fields present. After the completion of the installation of the water main, any impacted or disturbed area of Heifetz Park outside that area indicated as the approximate bore pit area on the plan shall be restored to its pre-construction state to the satisfaction of Construction Inspector, Engineer or their designee and the Town of Madison at the expense of the Contractor.

#### **Soil Contamination**

No soil testing for contamination was performed. Due to the potential for contaminated soil, no HDPE water pipe will be used on the project.

If contaminated soils are encountered on the project, terminate excavation in the area and notify the Engineer. Any such soils should be stockpiled on site for sampling.

In the event contaminated soil needs to be removed from the site, the Contractor is advised to segregate trench material excavated from the upper 2 feet from that excavated below 2 feet bgs. The material below 2 feet bgs is most likely not impacted by contamination, and should be stockpiled separately. Contractor is responsible for the cost of stockpiling and testing this material, which shall be considered incidental to the appropriate item for pipe installation. If testing of the excavated material detects contaminants at concentrations above WDNR non-industrial levels, the Contractor shall dispose of the material in

accordance with WDNR regulations. Verified non-contaminated soil may be disposed of conventionally, provided all applicable laws and regulations are adhered to.

### **Excavation and Earthwork**

Whenever possible, reuse all excavated soil within the project limits.

For trenches, it is the intention that native excavated materials be used as trench backfill, except for: 1) select bedding material where required and 2) where compaction requirements cannot be met using native materials. Directional drilling will generate slurry material which may be impacted by contamination due to contact with native soils or chemical mixture additives. Make provisions for impounding the drilling fluids or cuttings at or near the entry or exit pits. These fluids must not be discharged into any delineated wetlands, waterway or any other sensitive environment. Should the provisions for storage of the fluids or cuttings on site be exceeded, immediately suspend drilling until these materials can be removed from the site. These materials shall be handled and disposed of, and all associated restoration/cleanup shall be completed with no unnecessary delays, in accordance with WDNR regulations. This shall be done at no cost to the City of Madison. Upon completion of the bore, dispose of any drilling fluids or cuttings in accordance with all applicable WDNR regulations. All activities associated with storing, containing, handling, contamination testing, hauling and disposing of drilling fluids/cuttings or subsequent site restoration due to these activities shall be considered incidental to Bid Item 70012 – Horizontal Directional Drill 12-Inch Pipe.

Excess waste material generated from trench excavation (*due to pipe bedding or material failing to meet compaction requirements, as described above*) shall be stockpiled on site as directed by Construction Inspector or Engineer. The stockpiles shall be adequately contained with silt fencing around the perimeter of the base and stabilized by application of polymer stabilization per the Standard Specifications, to the satisfaction of the Construction Inspector or Engineer. All costs associated with stockpiling excess material and subsequent polymer stabilization shall be considered incidental to the appropriate water main pipe & fittings installation bid items.

Portions of the water main construction in this contract are located outside the former rail corridor. Site reconnaissance did not identify any areas of concern for possible contamination in these areas. Therefore, areas outside the original rail corridor, defined as areas more than 50 feet from the centerline of the path, are not subject to the above requirements. Excess excavated materials from these areas may be disposed of conventionally, provided all applicable laws and regulations are adhered to.

### **Temporary Barrier Fencing**

Provide & maintain a temporary barrier fence between construction activities and Bowman Park, and between construction activities and Heifetz Park activities. The cost to install, maintain and remove such fencing shall be considered incidental to Mobilization.

### **Erosion Control**

Provide & maintain erosion control and restoration measures in accordance with all applicable permits and the Standard Specifications.

### **Work At Railroad Crossing**

Railroad flagging is required any time that work is being done within 25' of the track. Railroad Flagging contact is Roadmaster Chris Jacobson @ 414-750-6427, the first flagging needs must be arranged at least one week in advance and communicated as needed thereafter. Additionally, whenever work is being done within the Railroad Right of Way (this includes when flagging is arranged), a Railroad Protective Liability Insurance Policy must be in place.

See Section 108.2, PERMITS, for additional permitting requirements when working at the railroad crossing.

### **Standard Insurance Requirements**

(1) Maintain the following types and limits of commercial insurance in force until completing and obtaining the RAILROAD's acceptance of all work.

## TYPE OF INSURANCE MINIMUM LIMITS REQUIRED

1.
  - [a] Commercial general liability insurance endorsed to include blanket contractual liability coverage.
  - [b] \$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2. Workers' compensation providing coverage regardless of the number of employees. (Statutory Limits)
3. Employers' liability insurance.

Bodily injury by accident:	\$100,000 each accident.
Bodily injury by disease:	\$500,000 each accident
	\$100,000 each employee
4. Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract [2]: \$1 million-combined single limits per occurrence.

[1] The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

[2] The RAILROAD & the WISCONSIN DEPARTMENT OF TRANSPORTATION, & their officers, agents, and employees shall be named as additional insured under the general liability and automobile liability insurance.

(2) For a joint venture, limited liability company, or partnership; ensure that the bidding entity is the named insured and that coverages apply jointly and severally to its member entities.

(3) Obtain coverage from insurance companies licensed to do business in the state that have an A.M. Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract.

(4) The RAILROAD or WisDOT may request proof of insurance at any time. Submit copies of insurance policies as well as associated certificates of insurance upon RAILROAD or WisDOT request.

(5) Notify the RAILROAD immediately upon cancellation or initiating cancellation, whichever is earlier, or any material change in coverage. Cease operations immediately if any insurance is cancelled or reduced. Do not resume operations until the required coverage is in force.

(6) The above insurance requirements apply with equal force whether the contractor or a subcontractor, or anyone directly or indirectly employed by either, performs work under the project.

### **Railroad Insurance Requirements**

Provide railroad protective liability insurance. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the RAILROAD right of way or premises of the RAILROAD and until the RAILROAD has accepted the work as specified in the contract documents.

(1) Provide railroad protective liability insurance coverage written as specified in 23 CFR part 646 subpart A. Provide a separate policy for each RAILROAD owning tracks on the project. Ensure that the railroad protective liability insurance policies provide the following minimum limits of coverage:

1. Coverage A, bodily injury liability and property damage liability; \$2 million per occurrence.
2. Coverage B, physical damage to property liability; \$2 million per occurrence.

3. An annual aggregate amount of \$6 million that shall apply separately to each policy renewal or extension.

(2) Obtain coverage from insurance companies licensed to do business in Wisconsin that have an A.M. Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract.

(3) Submit the following to each RAILROAD owning tracks on the project as evidence of that RAILROAD's respective coverage:

1. A certificate of insurance for the types and limits of Standard Insurance specified.
2. The railroad protective liability insurance policy or other documentation acceptable to the RAILROAD.

(4) Do not begin work on the right of way or premises of the RAILROAD company until RAILROAD receives the submittals specified and notification from the railroad company that the CONTRACTOR has provided sufficient insurance information to begin work.

(5) Notify the RAILROAD immediately upon cancellation or initiating cancellation, whichever is earlier, or any material change in coverage. Cease operations within 50 feet of the RAILROAD right of way immediately if insurance is cancelled or reduced. Do not resume operations until the required coverage is in force.

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

The Contractor shall submit acceptable Traffic Control Plan to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plans shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop approved Traffic Control Plans. The Contractor shall not start work on this portion of the project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

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

No roadways may be closed to thru traffic during the project. Traffic on Fish Hatchery Road must keep all southbound lanes open at all time, and maintain one lane of traffic in the northbound direction only between the hours of 8:30 a.m. and 3:30 p.m. Monday – Friday and maintain two lanes of northbound traffic at all other times.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan. No vehicles, construction equipment or materials shall be parked or stored within Wisconsin DOT right-of-Way (the Wisconsin & Southern Railroad right-of-way) at any time.

Pavement, sidewalks, and multi-use pedestrian paths near all construction entrances must be swept daily to the satisfaction of the Construction Inspector or Engineer. All necessary pavement sweeping is to be considered incidental under Bid Item 21011 – CONSTRUCTION ENTRANCE.

Access to properties and driveways adjacent to the project area may not be interrupted.

When required for construction, sidewalks may be closed only between the hours of 8:30 a.m. and 3:30 p.m. Monday – Friday to accommodate construction activities. Any alternate routes, for pedestrians or bicyclists shall be approved by the Traffic Engineer, prior to implementation.

Work areas must be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 266-4681, at least one (1) working day prior to placement of the plates.

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of twenty-four (24) hours in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

Contact Tom Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

## **SECTION 108.2      PERMITS**

Madison Water Utility has submitted a City of Madison permit for site erosion control. Meet the conditions of the permit by properly installing and maintaining the erosion control measures shown on the plan, specified in these Special Provisions, or as directed by the Construction Engineer or designee. This work will be paid for under the appropriate contract bid items. Any required erosion control measures such as sweeping, dust suppression water/polymer is considered incidental to the contract. A copy of this permit is available at the Madison Water Utility, Engineering Section office.

Madison Water Utility has obtained a Town of Madison Permit to Excavate in Public Street for work located within the Town of Madison municipal limits. Meet all conditions of this permit. A copy of this permit is included in these Special Provisions.

Madison Water Utility has received a WisDOT Permit to Construct, Operate and Maintain Utility Facilities on Wisconsin Department of Transportation Railroad Property. All work within Wisconsin Department of Transportation (WisDOT) Railroad Property shall conform Trans 29 of the Wisconsin Administrative Code, and any special conditions of the Permit. A copy of this permit is included in these Special Provisions.

Madison Water Utility has received a Wisconsin & Southern Railroad permit to construct facilities on lands operated by them as a railroad. All work within the Wisconsin & Southern Railroad corridor shall conform to this permit. A copy of this permit is available at the Madison Water Utility, Engineering Section office. All contractors are required to complete Watco Companies Contractor Orientation and registration prior to working on railroad property. Please see <http://www.contractororientation.com/> for details.

It is the responsibility of the Contractor to identify, obtain and pay for any additional permits needed for construction. All additional permit costs shall be considered incidental to the Mobilization bid item for the Contract.

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

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

Contractor shall begin work no sooner than Tuesday, September 3, 2019. Work under this contract shall be substantially completed by Friday, November 15, 2019. Substantial completion shall include all underground work, any required grading or stockpiling excess fill material, placement of topsoil, matting and grass seed, concrete restoration/replacement work and asphalt paving.

Note that all asphalt paving shall be completed by October 15, 2019, in accordance with Section 402.2 of the Standard Specifications.

The fixed, agreed upon, liquidated damages for failure to complete all work within the Contract Time, unless otherwise specified in this section, shall be calculated in accordance with ARTICLE 109 of the Standard Specifications. No adjustments will be made to the Completion Date for any reason except by written request to and approval by the Board of Public Works in accordance with Section 109.8 of the Standard Specifications. The Contractor shall limit the workdays to 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing or as otherwise allowed in Section these Special Provisions.

### **CONTRACT HOURS**

Work hours shall be limited to 7:00 a.m. to 6:00 p.m. Monday – Saturday in accordance to the Standard Specifications

### **ACCESS TO BOWMAN PARK**

The plans designate the work area of Bowman Park that may be used by the Contractor for the installation of the water main. The boundary of the work area is shown on the plans.

The Contractor may perform work in the area according to the plans or as directed by the Engineer under the following conditions. No work in the lease area shall begin prior to September 3, 2019.

The Contractor shall make a reasonable effort to minimize impact on the park, its facilities and plantings.

Outside of active work areas, the Park will remain open for use by the public during installation of the water main. The Contractor shall make every effort to keep work areas safe at all times, allowing continued use of the park by the public during construction activities. All work must be fenced off or protected during non-work hours. The cost to install, maintain and remove such fencing or marking shall be considered incidental to Mobilization. Any pavement that is removed shall be brought up to grade with plates, stone or surfacing until the final restoration is completed.

All access, including, but not limited to, that of vehicles, drilling machines and excavation equipment, to Bowman Park by the Contractor is limited to the construction entrance as designated on the plans. If the ground is saturated or wet conditions exist, the City has the right to dictate the access route and the date when the work will take place in order to minimize damage to Bowman Park.

Do not park or stage construction equipment in Park parking lots, and any overnight storage of equipment must be in areas designated and approved by Parks Division staff.

When the work has been completed, the area disturbed during construction shall be promptly restored to original grade and vegetation or surface condition, including repair or replacement of pavement and concrete.

The Contractor must notify the City of Madison Parks Division a minimum of 72 hours in advance and prior to the start of work. Contact information for coordinating work in Bowman Park will be provided at the preconstruction meeting.

The Contractor shall be responsible for all restoration and clean up after the work is completed. If City resources are required for cleanup, the Contractor will be invoiced on a time and material basis for all costs incurred to the City.



## **ACCESS TO HEIFETZ PARK AND UNIMPROVED NORTH AVENUE**

The plans designate the area of Heifetz Park and unimproved North Avenue that may be used by the Contractor for the installation of the water main. The approximate boundary of this area is shown on the plans. It is anticipated that the area needed in Heifetz Park and adjacent unimproved North Avenue is needed for HDD water main installation and connection to the existing water main in North Avenue only.

The Contractor may perform work in the area according to the plans or as directed by the Engineer under the following conditions. No work in the lease area shall begin prior to September 3, 2019.

The Contractor shall make a reasonable effort to minimize impact on the park, its facilities and plantings.

Outside of active work areas, the Park will remain open for use by the public during installation of the water main. The Contractor shall make every effort to keep work areas safe at all times, allowing continued use of the park by the public during construction activities. All work must be fenced off or protected during non-work hours. The cost to install, maintain and remove such fencing or marking shall be considered incidental to Mobilization. Any pavement that is removed shall be brought up to grade with plates, stone or surfacing until the final restoration is completed.

All access, including, but not limited to, that of vehicles, drilling machines and excavation equipment, to Heifetz Park by the Contractor is limited to North Avenue to its terminus at the eastern project limits. Because North Avenue is unimproved and currently in use as a park, the Contractor shall take every reasonable measure to minimize the impact and disturbance to unimproved North Avenue. If the ground is saturated or wet conditions exist, the City has the right to dictate the access route and the date when the work will take place in order to minimize damage to Heifetz Park.

When the work has been completed, the area of both North Avenue and Heifetz Park that was disturbed during construction shall be promptly restored to original grade and vegetation or surface condition, including repair or replacement of pavement at the west end of paved North Avenue, if any.

At least seven (7) days' notice shall be provided to the Engineer before beginning any work in Heifetz Park.

The Contractor shall be responsible for all restoration and clean up after the work is completed. If City or Town resources are required for cleanup, the Contractor will be invoiced on a time and material basis for all costs incurred to the City or Town.

## **ARTICLE 701 WATER MAINS – GENERAL**

### **Alternative Installation Proposals**

This contract includes horizontal directional drilling installation methods for 12-inch ductile iron water main. If the awarded Contractor elects to utilize equivalent horizontal directional drilling ductile iron installation methods for other segments of the project as an alternative to open-cut installations as shown on the plan, he/she may propose alternative installation proposals to the Engineer for consideration. Alternative installation proposals may only commence with authorization from the Engineer in writing, otherwise installations shall be installed according the latest revision of the Contract plans & specs.

### **PROVISIONS FOR WATER INSTALLATION**

This project consists of the Contractor furnishing and installing 6-inch, 10-inch, and 12-inch ductile iron water main. No abandonment of the existing water main including water valves, water valve access structures, and/or hydrants is part of the plans. The project limits for the work to be done are as follows: HDD from the west end of platted North Avenue (currently being used as Heifetz Park), then under and across privately owned property, Wisconsin Department of Transportation Railroad Property (Wisconsin & Southern Railroad), and to a point in Bowman Park south of the southeast baseball and softball field; open cut installation from the end of the HDD portion of the water main in Bowman Park then continuing

west through Bowman Park along its south side to connect to an existing water main in the northbound lanes of Fish Hatchery Road.

Prior to beginning water main construction, the Contractor shall meet the conditions of the City erosion control permit by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or designees. This work will be paid for under the appropriate contract bid items, or, if appropriate items are not included in the contract, shall be paid for as Extra Work.

Contractor is to use care around existing trees, plantings, fences, walls, steps, driveways and structures that are not designated on the plans for removal. Damage to these items during construction shall be repaired or replaced at no cost to the City of Madison. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the City Engineer, the City Forester and the Parks Division. No grade change shall be made to Bowman Park without the written consent of the City of Madison Park Superintendent. No grade change shall be made to Heifetz Park or unimproved North Avenue without prior approval of the Engineer and the Town of Madison.

As noted in Section 107.1 of these special provisions, soil contamination may be present along the project route due to its proximity to old railroad corridor. Any excavated or disturbed native material must remain within the project limits, or be removed from the site at no cost to the City of Madison. All cut materials or excess excavation materials not qualifying as acceptable backfill material shall be disposed offsite at the expense of the Contractor.

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

## **SECTION 702 MATERIALS**

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

## **SECTION 703 CONSTRUCTION METHODS**

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

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

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

## BID ITEM SPECIAL PROVISIONS

### **BID ITEM 21011 – CONSTRUCTION ENTRANCE**

Work under this bid item shall be in accordance with the City of Madison Standard Specifications for Public Works Construction. Approximate locations of construction entrances are shown on the Erosion Control Plan, the exact location and dimensions of all Construction Entrances shall be located by the Construction Inspector or Engineer and the Contractor based on site needs. The construction entrances shall be provided in accordance with Standard Detail Drawing S.D.D. 1.07 of the City of Madison Standard Specifications for Public Works Construction or as otherwise shown on the plans or detail sheets. The Construction Inspector or Engineer shall make the final determination regarding the required dimensions of each construction entrance based on the field conditions.

Pavement near all construction entrances must be swept daily to the satisfaction of the Construction Inspector or Engineer, including sidewalks and multi-use pedestrian paths. All costs of sweeping pavement near construction entrances are incidental to the Construction Entrance Bid Item.

When the construction entrance is located behind existing curb & gutter, securely place solid wooden ramps to protect the curb & gutter during construction. When the construction entrance is located behind sidewalk ensure pedestrian safety at all times, and take care to protect the sidewalk pavement. Any damage to the existing curb & gutter or sidewalk due to construction entrance activities shall be repaired or replaced by the Contractor at no cost to the City of Madison.

No vehicular access will be permitted on the existing paved sidewalk and bike path along the east side of Fish Hatchery Road, except to cross into the work area from Fish Hatchery Road. Take care not to damage the existing concrete sidewalk and path surface during the project. Any damage to the existing Fish Hatchery Road sidewalk and path pavement outside of those areas to be removed and replaced as designated on the plans as a result of Contractor's activities shall be repaired by the Contractor at no expense to the City of Madison. If the existing concrete pavement is damaged during construction, a representative from the City of Madison Engineering Division – Streets Section will determine the extent of repair/replacement required (i.e. new surface pavement vs. full replacement).

### **BID ITEM 21061 – EROSION MATTING, CLASS 1, URBAN TYPE A**

Work under these items shall include installation of erosion matting, of the class and type specified, in locations directed by the Engineer in accord with Standard Detail Drawing S.D.D. 1.02 of the City of Madison Standard Specifications except as follows.

Class I, Urban Type A shall be used to restore all disturbed areas as shown on the plans, or as directed by the Engineer, or as required as an incidental under other bid items (i.e. horizontal directional drilling installation of water main).

Restoration items such as topsoil and seeding are not included in the items of Erosion Matting Class I, Urban Type A, but shall be measured and paid for separately under the item for (70424) Terrace Restoration for Water Main, or other applicable bid items.

### **BID ITEM 70012 - HORIZONTAL DIRECTIONAL DRILL 12 INCH PIPE**

In addition to the Standard Specifications, the Contractor is responsible to make provisions for impounding the drilling fluids or cuttings at or near the entry or exit pits. Should the Contractor's provisions for storage of the fluids or cuttings on site be exceeded, the contractor shall suspend drilling until these materials can be removed from the site. These materials shall be handled and disposed of, and all associated restoration/cleanup shall be completed with no unnecessary delays, in accordance

with WDNR regulations. This shall be done at no cost to the City of Madison. Upon completion of the bore, Contractor will dispose of any drilling fluids or cuttings in accordance with all applicable WDNR regulations. All activities associated with storing, containing, handling, contamination testing, hauling and disposing of drilling fluids or cuttings shall be considered incidental to Bid Item 70012 – HORIZONTAL DIRECTIONAL DRILL 12 INCH PIPE. As noted in Section 107.1 of these special provisions, soil contamination exists within the Cannonball Path right-of-way which could impact the disposal options for the drilling mud.

Do not disturb any identified wetlands, waterway or otherwise sensitive environment during directional drilling operations.

Utility line openings (ULOs) may be done as necessary by the Contractor or their designee to determine depth, size, location or any other relevant information regarding existing utilities that will be crossed by the directional drill installation. ULOs must be completed prior to beginning drilling operations to be considered for payment. The Contractor is responsible for coordinating work under the requirements of the Standard Specifications Section 508.1(a), as well as the with the WisDOT Permit to Construct, Operate and Maintain Utility Facilities on Wisconsin Department of Transportation Railroad Property for ULOs located within WisDOT ROW. Coordinate any WisDOT ROW ULOs with the appropriate WisDOT Utility Coordinator prior to performing the work. The Contractor is required to provide or arrange to have any necessary depth or elevation measuring tools required for the ULOs, which will be considered incidental to the payment under the Utility Line Opening bid item.

Any site restoration requirements subsequent to the drilling operations, receiving pit construction, drill site access, or any other drilling related disturbance shall restore all disturbed terrace areas in accordance with the Standard Specifications for Terrace Restoration for Water Main, and also install Erosion Matting Class 1, Type Urban A in accordance to the Standard Specifications and these Special Provisions. All restoration work due to drilling operations shall be considered incidental to Bid Item 70012.

A tracer wire shall be pulled with the drilled pipe to aid in future location of the pipe. A valve box shall be installed at each end of the drilled pipe to receive excess of tracer wire and provide access to the ends of the wire. A minimum of 3 feet of extra tracer wire above the top of each valve box shall be installed. The tracer wire shall be incidental to the Bid Item (70012).

#### **BID ITEM 70424 - Terrace Restoration for Water main**

Bid Item (70424) Terrace Restoration for Water Main shall be used for all restoration requiring topsoil, seed & mulch, and shall conform to Article 207 – SEEDING of the Standard Specifications. In addition to the Standard Specifications, all Terrace Restoration for Water Main work located in Bowman Park or in Heifetz Park, or in the unimproved portion of North Avenue that is currently in use as park, shall be seeded with Sun Terrace mix meeting the requirements of Section 207.2(a)(1) of the Standard Specifications. The Sun Terrace mix shall be seeded at a rate of 3.5 LBS/1000 square feet.

Allow no more than 1,500 trench feet of disturbed and un-restored area at any time. Restoration performed after **October 4, 2019** shall be inspected the following spring. Areas that are not fully restored at the spring inspection must be re-seeded and fully restored at no additional cost to the City.

It is anticipated that disturbance and restoration to the parts of Bowman Park and Heifetz Park, and the unimproved portion of North Avenue within the work area will be limited to turf, unless noted otherwise on the plans. Contractor is to use care around existing trees, plantings, fences, walls, steps, driveways and structures that are not designated on the plans for removal. Damage to these items during construction shall be repaired or replaced at no cost to the City of Madison. No trees, other than those shown on the plans to be moved or replaced shall be cut without the approval of the City Engineer, the City Forester and the Parks Division. The Contractor shall coordinate with the City of Madison Parks Division for the removal and replacement of those trees designated to be moved or replaced on the plans.

Salvaged topsoil obtained from excavation may be used within the project limits for some of the topsoil required. It is anticipated that most or all topsoil used will be imported from off the site. If salvaged topsoil is used, this item includes any additional effort to strip the topsoil, stockpile it on site and prepare it to meet the material specifications. All areas within the limits of disturbance, except areas of hard surface, shall have topsoil placed to a thickness of four (4) inches unless otherwise shown on plans.

#### **BID ITEM 90001 - FURNISH AND INSTALL VALVE BOX**

Install one 8-in valve box according the Standard Specifications at each end of the directionally-drilled HDPE pipe to house excess tracer wire per City of Madison Standard Specifications Section 704.6.3(6) where applicable.

#### **BID ITEM 90002 TREE PROTECTION FENCING**

##### **Description**

Work under this bid item includes the installation, maintenance and removal of protective temporary construction fencing around specific trees as identified in the plans. This bid item includes furnishing all materials, installation, maintenance, removal and any follow-up restoration; and for all labor, tools, equipment and incidentals necessary to complete the individual tree protection fencing as described.

City of Madison tree protection specifications shall apply and be strictly enforced in all work areas including Dane County property and private property, except for those trees identified as being removed. Individual fencing of trees identified in the plans shall mark tree protection zones of no disturbance.

##### **Materials**

Provide minimum four (4) foot tall orange temporary construction fencing with minimum MD tensile strength of 350 lbs/ft and TD tensile strength of 115 lbs/ft.  
Provide conventional "T" or "U" metal posts for staking.

##### **Construction**

Install temporary construction fencing at the minimum radius indicated on the plans from the outside of the trunk of each tree designated to be protected. Secure fencing with metal stakes spaced six (6) feet on center. Drive stakes a minimum of 18-inches into the ground. Avoid tree roots when driving stakes. Install fencing before beginning construction in the area where trees are to be protected.  
Maintain fencing in an upright and neat condition. Re-stake, re-secure or re-install fencing as needed.

Remove the temporary fencing only after all work requiring disturbance is completed. Restore area around the tree to original condition or per plans.

##### **Method of Measurement**

Tree Protection Fencing shall be measured by each tree fenced and protected as identified in the plans.

##### **Basis of Payment**

Tree Protection Fencing shall be paid for at the contract unit price per each successfully installed, maintained and removed tree protection fence. Half of the installed quantity shall be paid at the time of installation and the remaining half shall be paid upon removal and when all required incidental restoration is completed.

#### **BID ITEM 90003 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY FENCE**

##### **Description**

Provide, maintain and remove a continuous temporary barrier fence between Heifetz Park and adjacent construction activities.

**Materials**

Temporary fence material, such as snow-fence, shall be proposed by the Contractor, and be subject to the approval of the Engineer and Town of Madison prior to installation.

**Construction Methods**

Coordinate the exact location of the fence with the Engineer and Town of Madison. Maintain temporary fence throughout the duration of the project to create a continuous barrier between Heifetz Park and all construction activities.

**Method Of Measurement**

Measured as a lump sum.

**Basis Of Payment**

Paid at the contract unit price under the following bid item – "90003 – FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY FENCE". A 50% payment will be made upon the completed installation of the fence. A 50% payment will be made upon the completed removal of the fence.



Construction • Geotechnical  
Consulting Engineering/Testing

June 27, 2018  
C18051-4

Mr. David Renaud, PLS  
Madison Water Utility  
119 East Olin Avenue  
Madison, WI 53713-1431

Re: Geotechnical Services  
Cannonball to North Avenue Water Main  
Madison, Wisconsin

Dear Mr. Renaud:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, four soil borings were drilled along the proposed alignment of a new water main planned between Fish Hatchery Road and North Avenue. An additional boring performed in 2015 for Madison Water Utility for a different project (re-labeled B5 for this project), situated near the eastern end of the planned water main, has also been included. It is our understanding that a section of the water main will underlie a portion of a future segment of the Cannonball Path. Trenchless installation (directional drilling) techniques have been proposed for a portion of the alignment to avoid open-cut methods beneath a wooded parcel and railroad tracks.

The borings were marked in the field by CGC personnel with assistance from Madison Water Utility prior to drilling, and the approximate locations are shown on a boring location plan (copy attached in Appendix A). Elevations and coordinates at the boring locations for B1-B4 were obtained with your assistance, and are included on the respective boring logs. The following paragraphs discuss our observations and provide recommendations regarding the proposed utility installation methods.

#### PROJECT DESCRIPTION

We understand a new, 12-in. diameter water main is planned to be installed along the south side of Bowman Park extending east and south from Fish Hatchery Road to Heifetz Park at the west end of North Avenue. At the time of this submittal, open-cut methods are planned in the areas of B1 through B2, transitioning to trenchless installation techniques near B2 to extend east and south beneath a wooded portion of Bowman Park and railroad tracks (B3 and B4) near the western border of Heifetz Park (B5). We understand the proposed water main alignment is to be approximately 20 ft beneath existing grades in the area proposed for trenchless installation to extend below existing utilities.

Mr. David Renaud  
Madison Water Utility  
June 27, 2018  
Page 2

## SUBSURFACE PROGRAM & OBSERVATIONS

The borings were drilled to depths selected by Madison Water Utility personnel utilizing the services of Badger State Drilling (under subcontract to CGC) using an all-terrain, rotary Diedrich D-50 drill rig equipped with hollow-stem augers and an automatic SPT hammer. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the exploration depths at the boring locations. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made within the borings during and shortly after drilling, which are shown on the bottom of each boring log. Note groundwater was encountered between 2 ft and 11 ft beneath existing grades at the boring locations. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, nearby Wingra Creek stages, as well as other factors. Upon completion of drilling, the borings were backfilled to satisfy WDNR requirements and the soil samples delivered to our laboratory for classification. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System (USCS). The final logs prepared by the engineer and a description of the USCS are presented in Appendix A.

The attached boring logs indicate that somewhat variable soil conditions exist at the boring locations. The following is a generalized profile of the soil strata (in descending order):

- 4 to 6 in. of *topsoil fill*; over
- About 2 to 5 ft of granular to cohesive **fill materials** (including possible rubble at B2); underlain by
- 4 to 5 ft of **organic silt to highly organic peat** (not present at B4 or B5); followed by
- 3 to 13 ft of loose to very dense **granular soils** with variable silt and gravel contents to the maximum depths explored (approximately 22 ft of native granular soils present beneath the fill at B4).

As exceptions to the generalized profile, note that significantly organic soils were not encountered at B4 or B5 and a 2.5-ft layer of very stiff clay was sandwiched between the fill and underlying native sands at B5. In addition, the top 3 ft to 10 ft of granular soils at B3 and B4 were considered to be sandy *silt*, and the granular soils at B3 were interrupted by a 5-ft layer of stiff clay. While not encountered at the boring locations, *scattered cobbles and boulders* may be present within the soils



Mr. David Renaud  
Madison Water Utility  
June 27, 2018  
Page 3

along the proposed water main alignment. Please refer to the final logs included in Appendix A for additional information specific to a boring location.

## WATER MAIN CONSTRUCTION

### A. Open Cut Construction

Based on the information obtained from the soil borings, it is our opinion that conditions should be suitable for the proposed methods to install the water main. Traditional open-cut methods appear feasible in the areas previously described. We recommend that highly organic soils (such as the peat encountered at B1 and B2) *be removed from beneath the water main*, and pipe subgrade be re-established using compacted clear stone. Due to the potential for instability within the fill materials and peat that will comprise the trench walls we also recommend excavation spoils be set back a *minimum* of 50 to 100 ft. A considerable dewatering effort will likely be required to lower the groundwater below the bottom of the planned excavations. Standard earth retention techniques such as excavation sloping and/or portable trench boxes should be employed per OSHA requirements.

### B. Trenchless Construction

Depending on the eventual alignment of the directional bore, soils to be encountered in and between jacking/receiving pits are generally expected to be granular materials *beneath the water table* in loose to very dense conditions having variable silt and gravel contents. Therefore the pipe jacking or boring techniques will need to be designed to accommodate collapsible soils below the water table. The potential for large cobbles or boulders within the alignment may also present challenges to directional drilling techniques.

Due to the proposed depth of the directional bore, the variable fill materials (including suspected rubble atop loose organic soils encountered at B2) present over generally granular native soils and shallow groundwater in the areas of planned jacking/receiving pits, earth retention efforts beyond temporary bracing typically accomplished with portable trench boxes should be anticipated. Additionally, dewatering should be implemented *prior to* beginning the excavation process to lower groundwater at least 2 ft below the bottom of the excavation. *The methods of excavation sloping, earth retention and dewatering are the responsibility of the contractor.* We expect that an earth retention system extending to the bottom of jacking/receiving pits will be necessary to facilitate their excavation. Vertical sheeting, slide railings or soldier piles with lagging are examples of earth retention systems we anticipate may be required. Furthermore, a stone layer at the base of the excavation or concrete base seal may be necessary depending on groundwater conditions encountered at the time of excavation and effectiveness of the dewatering system. Additional details can be provided upon request.



Mr. David Renaud  
Madison Water Utility  
June 27, 2018  
Page 4

**C. Compaction Requirements**

We anticipate that imported sands will be required for use as backfill within areas that will underlie the Cannonball path, which is a typical requirement for City projects. On-site sands (if encountered) could be considered for reuse as trench backfill but they should be separated from clay soils and selectively stockpiled. Moisture conditioning could be necessary to achieve desired compaction levels. We recommend that at least a level of 95% compaction be achieved within backfill material placed within the final 3 feet below finished subgrades with 90% compaction required at depths greater than 3 feet. For landscaped-only areas, we recommend that a minimum of 85% compaction be achieved. The specified levels of compaction are based on modified Proctor methods (ASTM D1557). In addition, the backfill material should be placed and compacted in accordance with our Recommended Compacted Fill Specifications presented in Appendix B.

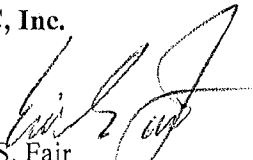

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We appreciate the opportunity to be of service on this project and look forward to working with you as it proceeds. Other information regarding this report and its limitations is included in Appendix C.

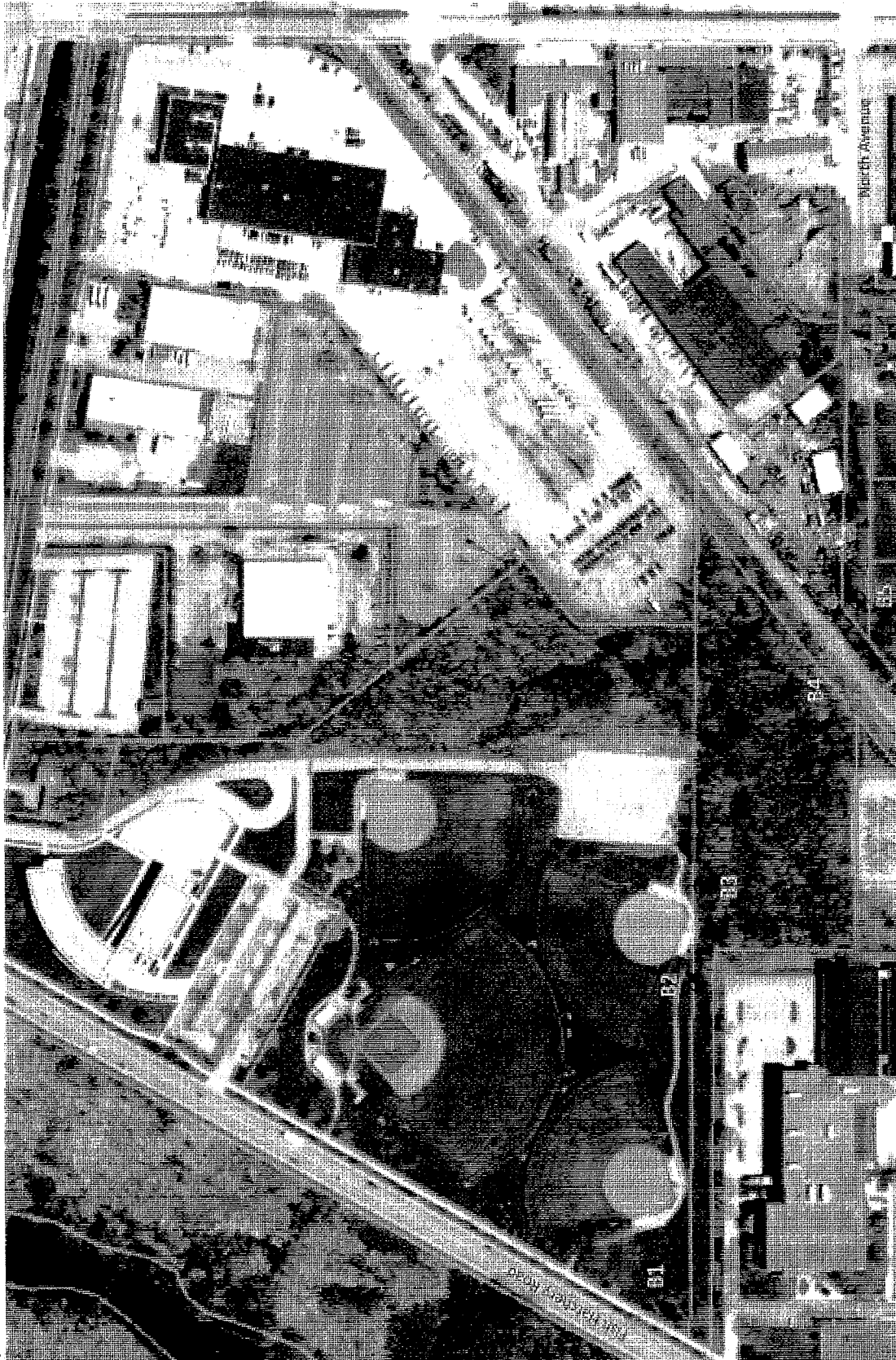
We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,


CGC, Inc.

  
Eric S. Fair  
Staff Engineer/Geologist  
David A. Staab, P.E., LEED AP  
Senior Consulting Professional

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




Scale: Reduced

<b>Soil Boring Location Plan</b> <b>Cannonball to North Avenue Water Main</b> <b>Madison, WI</b>	
	
<b>Date:</b> 6/2018	<b>Job No.</b> C18051-4



**Legend**

 Denotes Boring Location

**Notes**

1. Soil borings performed by Badger State Drilling in May of 2018 (B5 performed in April 2015)
2. Boring locations are approximate.

**APPENDIX A**

**SOIL BORING LOCATION EXHIBITS  
LOGS OF TEST BORINGS (5)  
LOG OF TEST BORING – GENERAL NOTES  
UNIFIED SOIL CLASSIFICATION SYSTEM**



### LOG OF TEST BORING

Project Cannonball to North Ave. Water Main  
N472335.2 E816219.5  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) 857.7  
 Job No. C18051-4  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL
					0	6 in. TOPSOIL				
1	█	14	M	17	1	FILL: Medium Dense, Brown Sandy Silt with Little Clay and Organics to 4 ft				
2A 2B	█	15	M/W	2	4	Very Loose Gray Silt with Little Clay to 7 ft				
3A 3B	█	18	M	5	7	Loose to Very Loose, Black Sedimentary to Fibrous PEAT (PT)				
4	█	18	M/W	4	11	Medium Dense, Gray to Brown Silty Fine SAND, Trace to Little Gravel (SM)				
5	█	18	W	17	15	End of Boring at 15 ft  Backfilled with bentonite chips				

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	13.5'	Upon Completion of Drilling		Start	5/29/18	End	5/29/18	
Time After Drilling				15 Min	Driller	BSD	Chief	MC	Rig D-50
Depth to Water				7' ▼	Logger	MG	Editor	ESF	
Depth to Cave in				11.5'	Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundaries between soil types and the transition may be gradual.									



## LOG OF TEST BORING

Project Cannonball to North Ave. Water Main  
N472318.9 E816732.2  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) 857.8  
 Job No. C18051-4  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
1	█	13	M	9	4	4 in. TOPSOIL	(2.0)				
2	█	0	M	50/1"	5	FILL: Stiff to Very Stiff, Brown to Dark Gray Clay with Sand and Gravel to 3.5 ft Suspected Rubble from 3.5-6 ft					
3	█	6	M/W	11	8	Medium Dense, Brown Silty Sand with Gravel to 8 ft					
4	█	16	M	9	10	Loose, Dark Brown to Black Sedimentary to Fibrous PEAT (PT)					
5	█	18	W	28	15	Medium Dense, Light Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
6	█	10	W	54	20	Very Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
7	█	12	W	53	25	Occasional Seams of Fine to Medium SAND with Some Silt and Gravel, Noted in Sample 7					
					25	End of Boring at 25 ft					
					30	Backfilled with bentonite chips					
					35	Note: Log for B2 is a composite of two attempts to achieve targeted depth. Initial attempt encountered unknown, unmarked obstruction at 3.5 ft resulting in auger refusal on suspected rubble. 2nd attempt was blind drilled to 6 ft and successfully advanced to 25' using SPT techniques. Initial attempt backfilled with soil cuttings, 2nd attempt backfilled with bentonite chips.					
					40						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  13.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 30 Min  
 Depth to Water \_\_\_\_\_ 5' ▼  
 Depth to Cave in \_\_\_\_\_ 5.5'

Start 5/29/18 End 5/29/18  
 Driller BSD Chief MC Rig D-50  
 Logger MG Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



### LOG OF TEST BORING

Project Cannonball to North Ave. Water Main  
N472260.9 E816900.4  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) 858.3  
 Job No. C18051-4  
 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 (ga) (tsf)	W	LL	PL	LI
					4 in. TOPSOIL					
1	12	M	22		FILL: Medium Dense, Brown Fine to Medium Sand with Little to Some Silt and Gravel					
2	16	M/W	20							
3	18	M	3		Very Loose, Light and Dark Gray Organic SILT, Trace Sand (OL)					
4	16	M	8		Loose, Gray Sandy SILT (ML)					
					Stiff, Gray Lean CLAY (CL)					
5	18	M/W	11			(1.5)				
6	16	W	6		Loose to Medium Dense, Brown Fine to Medium Sand, Some Silt and Gravel (SM)					
7	16	W	17							
					End of Boring at 25 ft					
					Backfilled with bentonite chips					

#### WATER LEVEL OBSERVATIONS

#### GENERAL NOTES

While Drilling  $\nabla$  18.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 15 Min  
 Depth to Water \_\_\_\_\_ 11'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 17.3'

Start 5/29/18 End 5/29/18  
 Driller BSD Chief MC Rig D-50  
 Logger MG Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



### LOG OF TEST BORING

Project Cannonball to North Ave. Water Main  
N472111.4 E817214.5  
 Location Madison, WI

Boring No. 4  
 Surface Elevation (ft) 852.7  
 Job No. C18051-4  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					6 in. TOPSOIL					
1		10	M	7	FILL: Loose, Brown Sand with Some Silt and Gravel to 3 ft					
2		12	M/W	9	Loose, Gray Sand with Little Gravel, Trace Silt and Organics					
3		18	W	8	Loose to Medium Dense, Sandy SILT, Little to Some Clay (ML)					
4		18	W	6						
5		18	W	11	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM)					
6		18	W	12						
7		10	W	24	Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Little to Some Silt (SP-SM/SM)					
					End of Boring at 25 ft					
					Backfilled with bentonite chips					

#### WATER LEVEL OBSERVATIONS

#### GENERAL NOTES

While Drilling  $\nabla$  6.0' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 1 Hour  
 Depth to Water \_\_\_\_\_ 2'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 11.5'

Start 6/5/18 End 6/5/18  
 Driller BSD Chief DB Rig D-50  
 Logger MG Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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





### LOG OF TEST BORING

Project Cannonball to North Ave. Water Main  
(B3 from North Avenue Watermain, C14051-2)  
 Location Madison, WI

Boring No. 5  
 Surface Elevation (ft) 860±  
 Job No. C18051-4  
 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
					FILL: Dark Brown Clayey Topsoil to 4 in.					
1	12	M	4		Brown to Dark Brown Clay with Gravel and Sand to 3 ft	(1.25)				
2	14	M	4		Very Stiff, Brown and Rust-Brown Mottled Lean CLAY, Trace to Little Sand (CL)	(2.5)				
3	16	M	14		Medium Dense to Dense, Brown to Reddish Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	8	W	23							
5	14	W	41							
					End of Boring at 15 ft					
					Borehole Backfilled with bentonite chips					

#### WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  9.0' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 15 Min.  
 Depth to Water \_\_\_\_\_ 9'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 10'

#### GENERAL NOTES

Start 4/10/15 End 4/10/15  
 Driller BSD Chief MC Rig CME-750  
 Logger AP Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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

**APPENDIX B**

**RECOMMENDED COMPACTED FILL SPECIFICATIONS**

## APPENDIX B

### CGC, INC.

## RECOMMENDED COMPACTED FILL SPECIFICATIONS

### General Fill Materials

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

### Special Fill Materials

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

### Placement Method

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

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

### Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 2. Note that these compaction guidelines would generally not apply to coarse gravel/stone fill. Instead, a method specification would apply (e.g., compact in thin lifts with a vibratory compactor until no further consolidation is evident).

### Testing Procedures

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

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

**Table 1**  
**Gradation of Special Fill Materials**

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

**Notes:**

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

**Table 2**  
**Compaction Guidelines**

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

**Notes:**

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

## APPENDIX C DOCUMENT QUALIFICATIONS

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### 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**

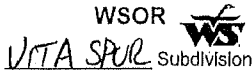
Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive 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



Approved

Bm 3217+45 approx. Station  
3-9-18 84.64 approx. Milepost

APPLICATION/PERMIT  
TO CONSTRUCT, OPERATE AND MAINTAIN UTILITY FACILITIES  
ON WISCONSIN DEPARTMENT OF TRANSPORTATION RAILROAD PROPERTY

Per Chapter Trans 29 Wis. Adm. Code  
DT2036 1/2006

Local Description - Quarter Section, Township, Range, etc. - To each copy of the application attach one copy of the representative site plan, drawing or sketch showing location NE1/4-NW1/4 Sec. 35, T7N, R9E, City of Madison, Dane County, Wisconsin.		Proposed Work Location <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Madison	
Applicant Name and Address David Renaud, PLS Madison Water Utility 119 E. Olin Ave. Madison, WI 53703		County Dane	
		Construction Start Date ~Sept. 1, 2018	
		Construction Completion Date ~Sept. 30, 2018	
		Applicant Work Order (if any)	
Type of Facility <input type="checkbox"/> Gas <input type="checkbox"/> Telephone/Communication <input type="checkbox"/> Petroleum <input type="checkbox"/> CATV <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Water		Type of Construction <input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead	
		Direction <input checked="" type="checkbox"/> Transverse <input type="checkbox"/> Longitudinal	
Method of Installation Directional drilling 12-inch ductile iron water pipe			
It is understood and agreed that approval is subject to the applicant's full compliance with pertinent statutes, as well as any rules and regulations of other jurisdictional agencies, which may be more restrictive.			
Is AFFIDAVIT to be used? If Yes, calculate and submit fees as required per Trans 29.07(3) and then complete and submit the affidavit section below within 10 days after the utility facility has been installed or modified. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
An administrative fee in the amount of \$175 accompanies this application. Any additional fee necessitated by mandatory daily inspections, or by follow-up inspections needed for corrections or changes shall be paid by applicant within 30 days after written notification from the department. Make all checks payable to - Wisconsin Department of Transportation.			

*David Renaud* 3/5/2018  
(Authorized Representative) (Date)  
David A. Renaud, PLS  
(Title)  
608-261-9833  
(Authorized Representative Area Code - Telephone Number)

Utility Owner Notification Area Code - Telephone Number  
608-266-4651

PERMIT APPROVAL

The foregoing application for utility installation or modification is approved by signature(s) of the authorized representatives listed below.

*BS/PL E. 3-9-18*  
(Railroad)

*Teri Beckman*  
(Transportation Region)

*Steven Sams, P.E.*  
(Transportation Railroads & Harbors Representative)

(Transit Commission)  
The Transportation Region investigated the proposed utility site on *N/A* (date) and concluded that the work proposed should have no, or negligible, environmental effect.

*Teri Beckman*  
(Inspector Signature)

Permit Number 13-14-08 Issuance Date 4/10/18

Applicant desires to proceed under Section 29.07(3) of Trans 29, as the utility facility, to be installed or modified on department railroad property, which is also within a  
 City  Town  Village  County Highway or Street Right of Way

I certify that I am a professional engineer, duly registered to practice engineering in Wisconsin, and that the utility installation or modification has been carried out in accordance with this application, Chapter Trans 29, Wis. Adm. Code, all other applicable rules or standards, and sound engineering practices.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Registration Number)

\_\_\_\_\_  
(Date)

Slate of Wisconsin )  
County ) ss.  
On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

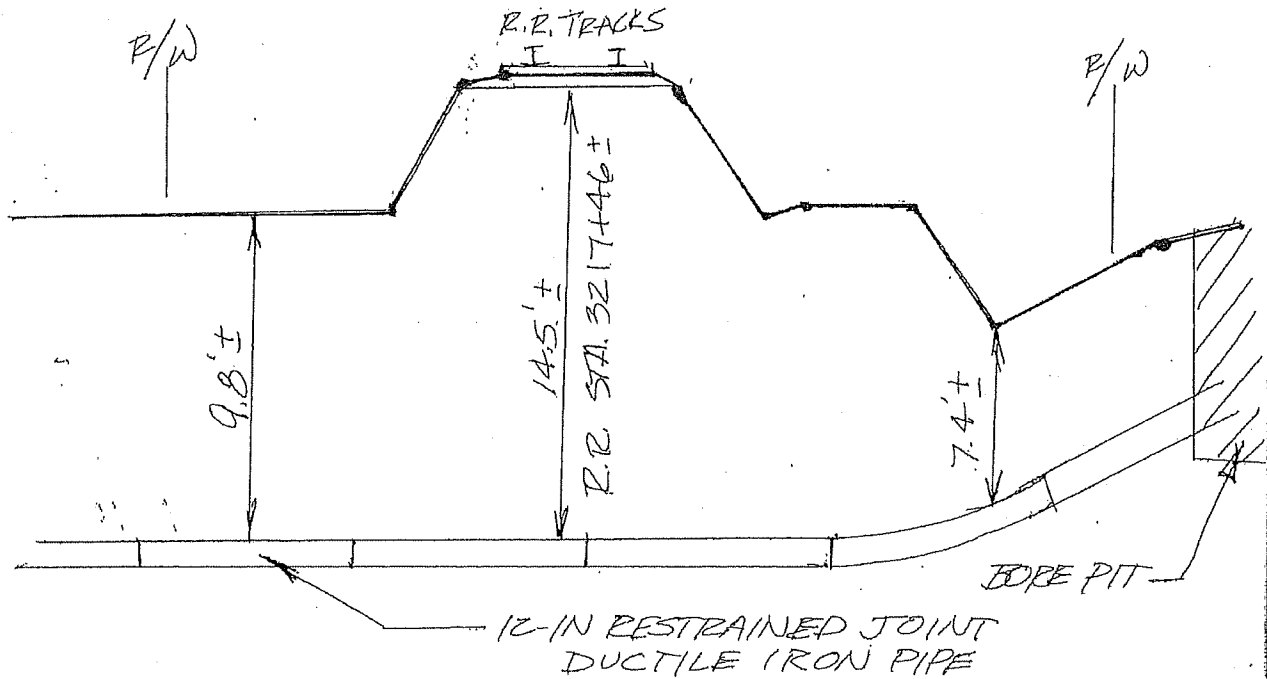
Approved

PLAN VIEW

Drawing or Sketch for Utility Crossing (Uncased) Under Railway

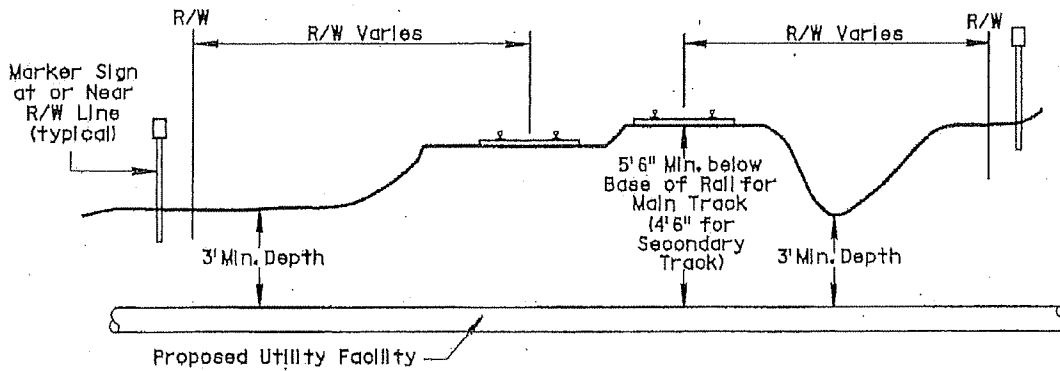
Provide information in accordance with TRANS 29.04(5) and show physical location of center of utility to center of nearest intersecting railroad grade crossing in feet, N, S, E, or W.

Proposed Work Location <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of Madison	Section 35, Town 7 North, Range 9 East
--	--



\* SEE ATTACHED PLOTTED CROSS SECTION  
(PROFILE VIEW OF PIPE)

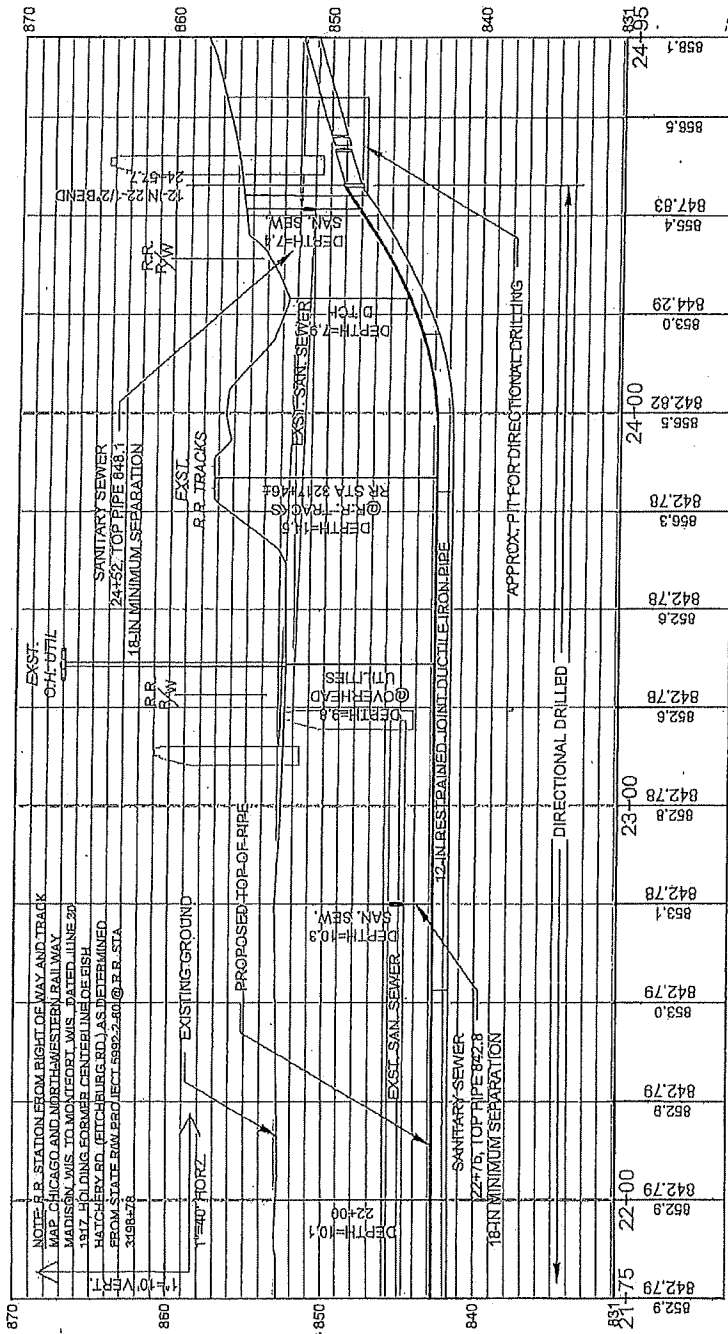
TYPICAL CROSS SECTION  
UTILITY CROSSING (UNCASED) UNDER RAILWAY



Refer to Trans 29.12 for minimum pipeline installation requirements.

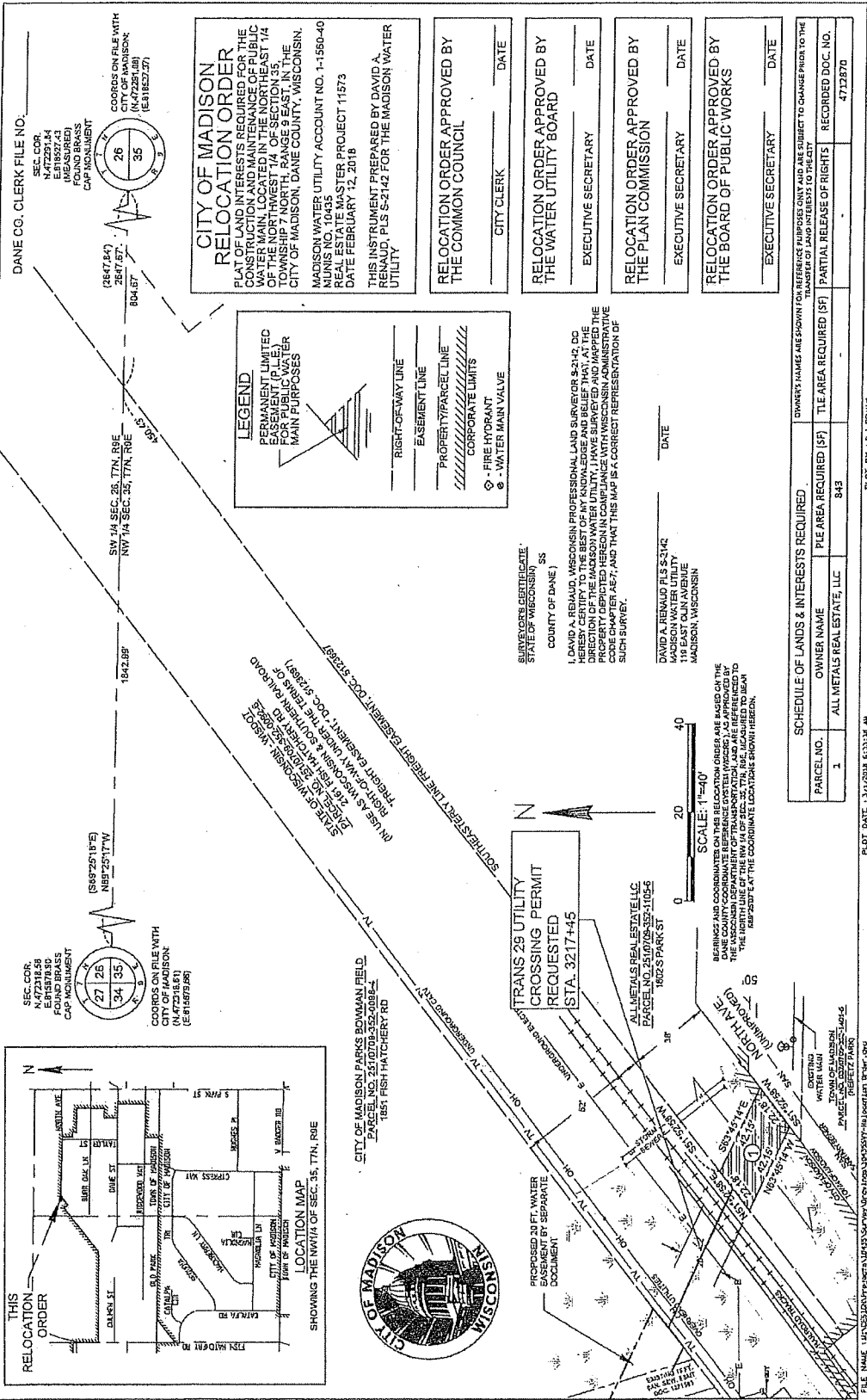


# Approved



CROSS SECTION // PIPE PROFILE @ R.R.

Approved

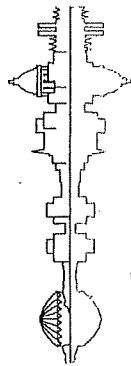


Approved

# CITY OF MADISON

## MADISON WATER UTILITY DEPARTMENT

### OF PUBLIC WORKS PLAN OF PROPOSED IMPROVEMENT



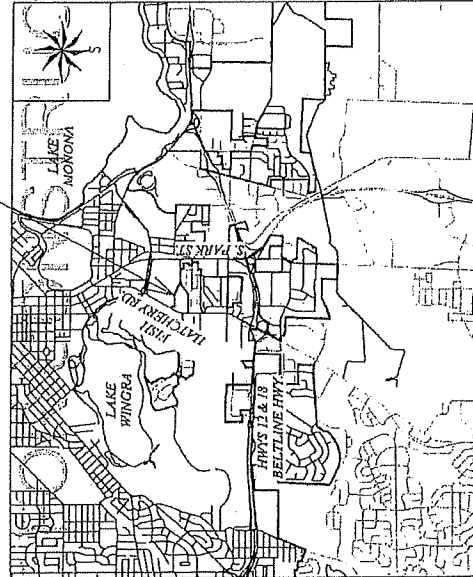
Madison, Wisconsin

CANNONBALL RUN PHASE 6

CITY PROJECT NO. 10435  
MUNIS NO. 10435  
CONTRACT NO. #####

PRELIMINARY PROJECT PROPOSAL

INDEX OF SHEETS	
SHEET NO.	TITLE SHEET
1	EROSION CONTROL & RESTORATION PLAN
EC-1	WATER PLAN OVERVIEW
W-1	PLAN & PROFILE
W-2 TO W-3	ESTIMATE OF MATERIALS & DETAILS
W-5	TRAFFIC CONTROL PLAN
TC-1	



CONVENTIONAL SIGNS	
FIELD VERIFY ALL UTILITY LOCATIONS	
GAS	— G —
STORM SEWER	— ST —
SANITARY SEWER	— SAN —
WATER	— W —
BURIED ELECTRIC	— E —
OVERHEAD ELECTRIC	— OH —
POWER POLE	□
ADA COMPLIANT RAMP BY	▤
DETECTABLE WARNING FIELD	▨
COMBUSTIBLE FLUIDS	⚠

PUBLIC IMPROVEMENT PROJECT APPROVED

APPROVED DATE \_\_\_\_\_

BY THE COMMON COUNCIL OF MADISON, WISCONSIN

---

PUBLIC IMPROVEMENT DESIGN APPROVED BY: \_\_\_\_\_

Principal Engineer: \_\_\_\_\_ Date \_\_\_\_\_

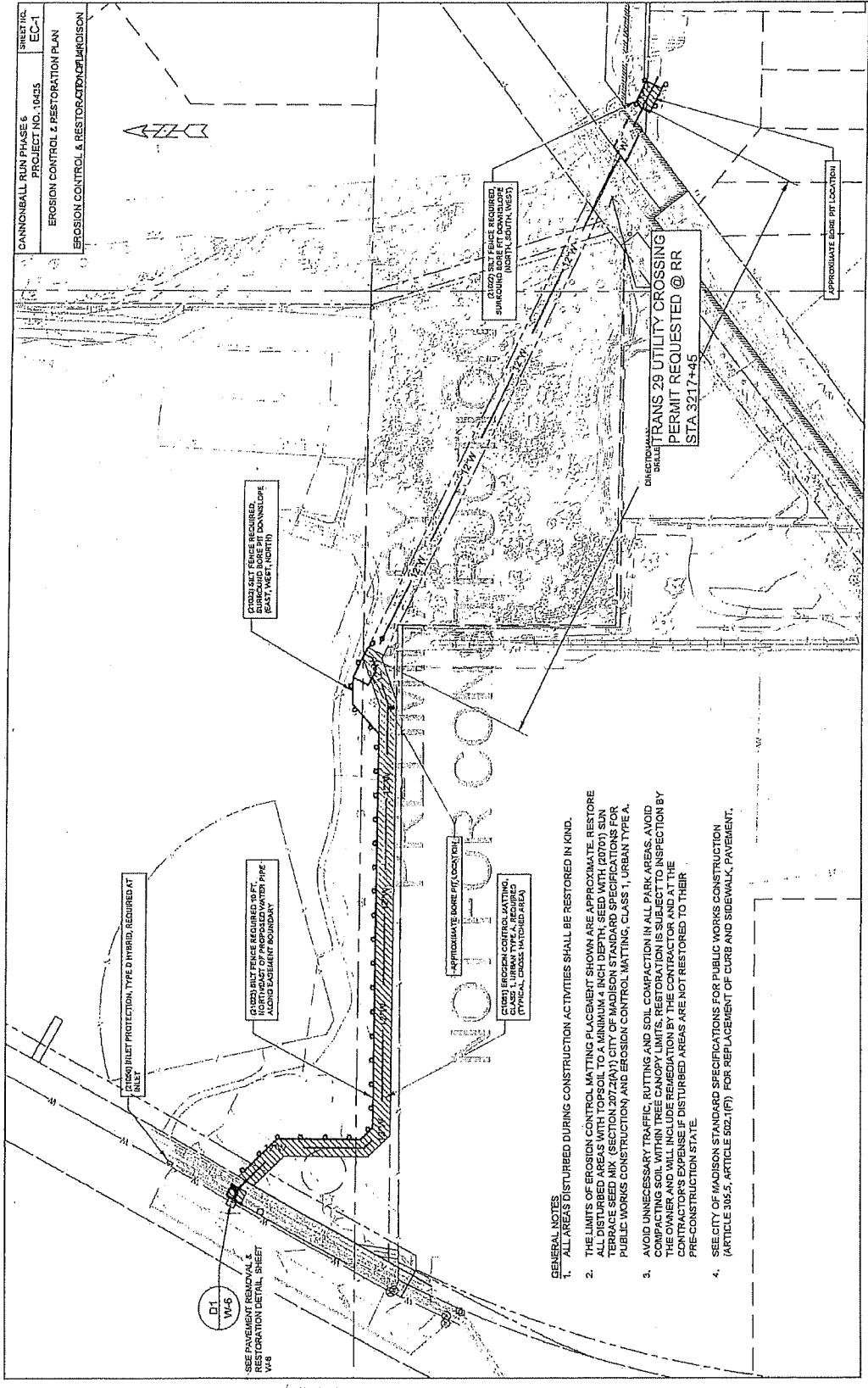
Madison Water Utility

DESIGNED BY: \_\_\_\_\_

DATE: 2/20/2014 PM

FILE NAME: M:\2014\20140220\10435\10435.dwg

Approved



CANNONBALL RUN PHASE 6  
PROJECT NO. 10455  
SHEET NO. EC-1  
EROSION CONTROL & RESTORATION PLAN  
EROSION CONTROL & RESTORATION AT MADISON

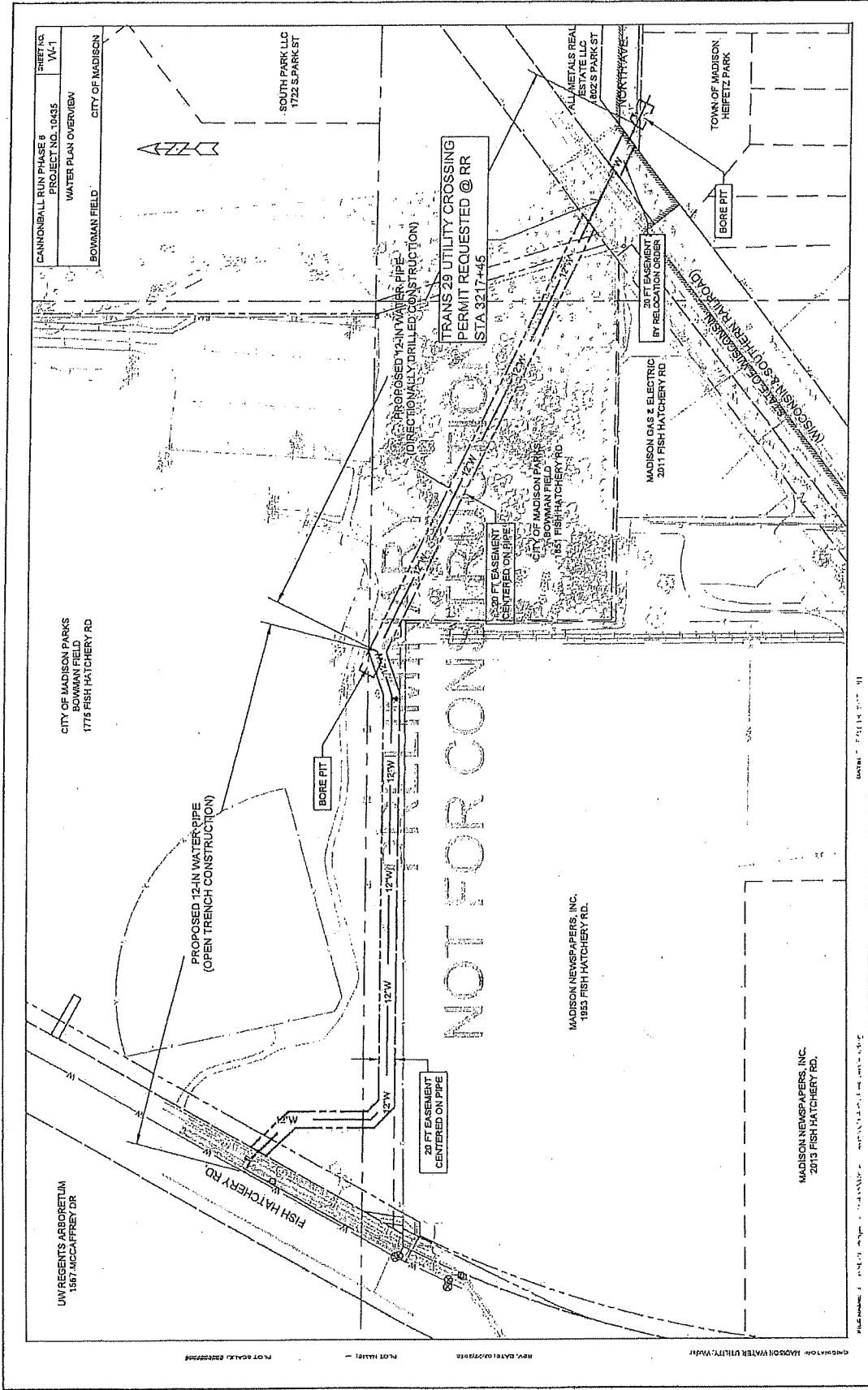
- GENERAL NOTES**
1. ALL AREAS DISTURBED DURING CONSTRUCTION ACTIVITIES SHALL BE RESTORED IN KIND.
  2. THE LIMITS OF EROSION CONTROL MATTING PLACEMENT SHOWN ARE APPROXIMATE. RESTORE ALL DISTURBED AREAS WITH TOPSOIL TO A MINIMUM 4 INCH DEPTH, SEED WITH (20701) SUN TERRACE SEED MIX (SECTION 207.22A) CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION) AND EROSION CONTROL MATTING, CLASS 1, URBAN TYPE A.
  3. AVOID UNNECESSARY TRAFFIC, RUTTING AND SOIL COMPACTION IN ALL PARK AREAS. AVOID COMPACTING SOIL WITHIN TREE CANOPY LIMITS. RESTORATION IS SUBJECT TO INSPECTION BY THE OWNER AND WILL INCLUDE REMEDIATION BY THE CONTRACTOR AND AT THE CONTRACTOR'S EXPENSE IF DISTURBED AREAS ARE NOT RESTORED TO THEIR PRE-CONSTRUCTION STATE.
  4. SEE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (ARTICLE 305.5, ARTICLE 502.1(F)) FOR REPLACEMENT OF CURB AND SIDEWALK, PAVEMENT.

DATE: 3/9/15 11:41

PROJECT: CANNONBALL RUN PHASE 6 - EROSION CONTROL & RESTORATION AT MADISON

DATE: 3/9/15 11:41

Approved



SHEET NO. VL-1  
 PROJECT NO. 10435  
 WATER PLAN OVERVIEW  
 CANNONBALL RUN PHASE 8  
 CITY OF MADISON  
 BOWMAN FIELD

SOUTH PARK LLC  
 1722 S PARK ST

CITY OF MADISON PARKS  
 BOWMAN FIELD  
 1775 FISH HATCHERY RD

TRANS 29 UTILITY CROSSING  
 PERMIT REQUESTED @ RR  
 (STA 3217+45)

PROPOSED 12-IN WATER PIPE  
 (OPEN TRENCH CONSTRUCTION)

BORE PIT

PROPOSED 12-IN WATER PIPE  
 (OPEN TRENCH CONSTRUCTION)

28 FT EASEMENT  
 CENTERED ON PIPE

MADISON NEWSPAPERS, INC.  
 1953 FISH HATCHERY RD.

MADISON GAS & ELECTRIC  
 2011 FISH HATCHERY RD

MADISON NEWSPAPERS, INC.  
 2013 FISH HATCHERY RD.

TOWN OF MADISON  
 HEIFETZ PARK

NOT FOR CONSTRUCTION

UNIVERSITY OF WISCONSIN  
 1567 HICKORY DR

NOT SCALE

PLAT MARK

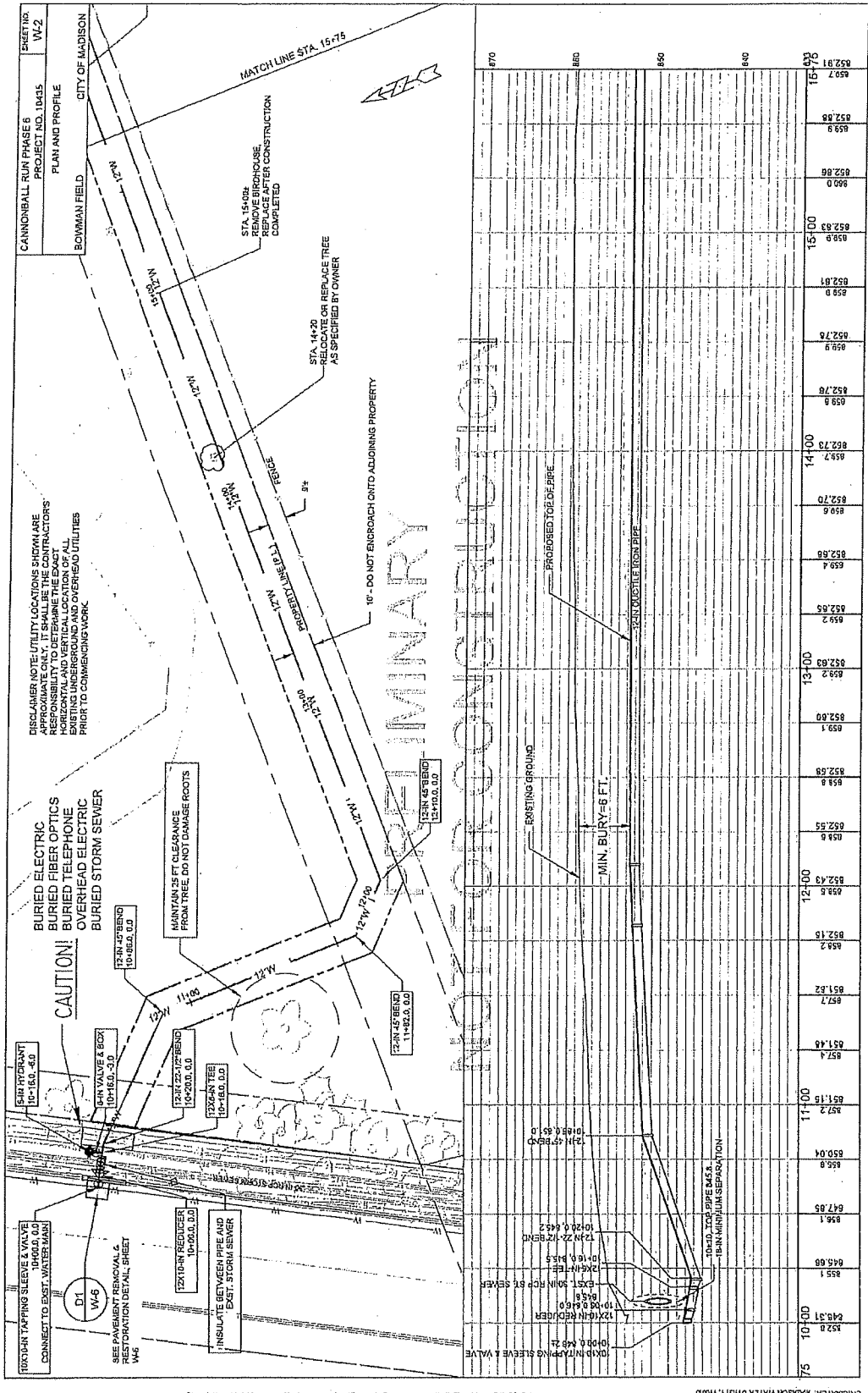
REV. DATE 02/28/18

PROJECT: MADISON WATER UTILITY WATER

DATE: FEB 18 2018

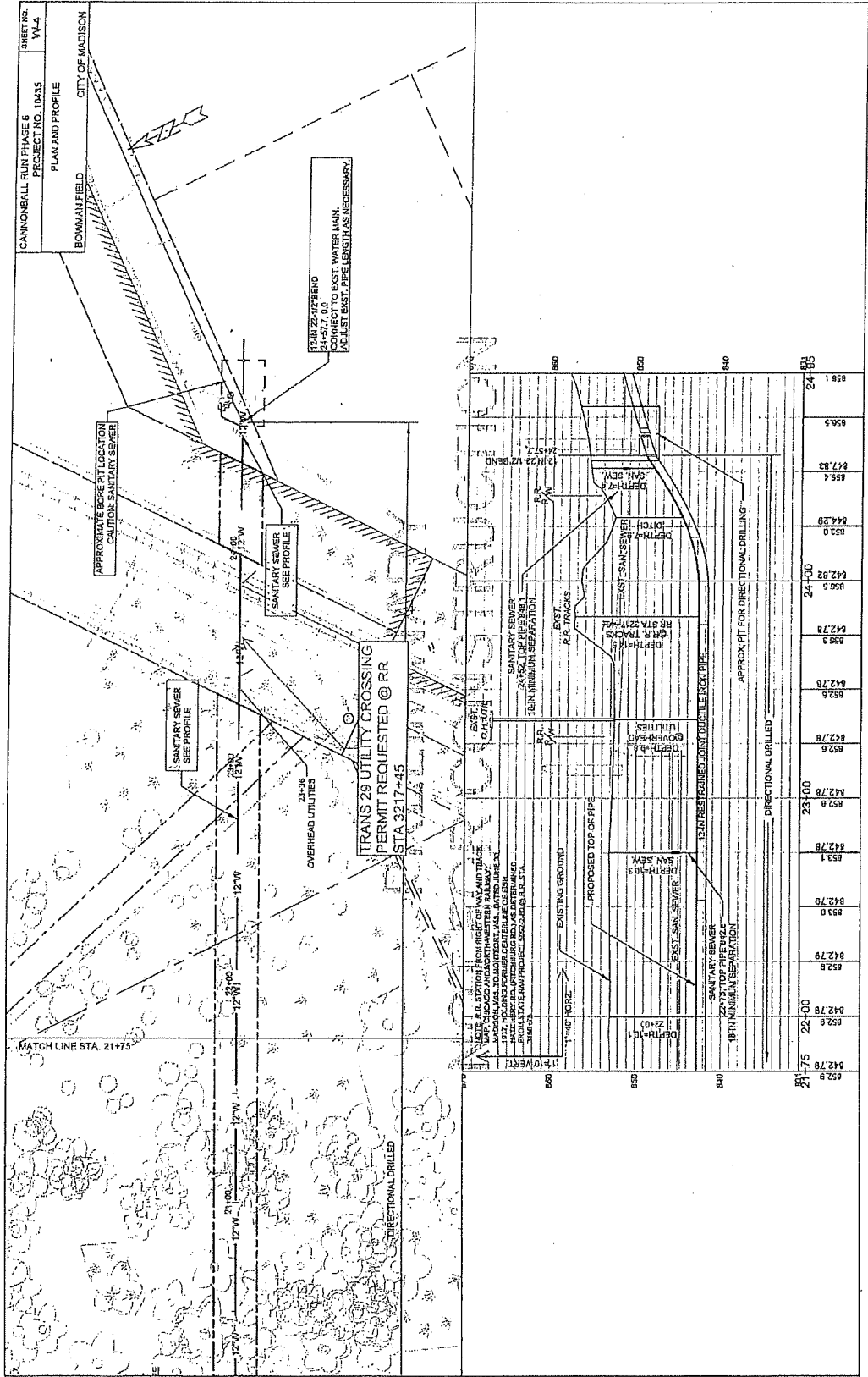
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# Approved





Approved



CANNONBALL RUN PHASE 6  
PROJECT NO. 10435  
PLAN AND PROFILE

BOWMAN FIELD  
CITY OF MADISON

DIRECT NO.  
W-4

APPROXIMATE BORE PIT LOCATION  
CAUTION, SANITARY SEWER

SANITARY SEWER  
SEE PROFILE

SANITARY SEWER  
SEE PROFILE

TRANS 29 UTILITY CROSSING  
PERMIT REQUESTED @ RR  
STA 21+75-45

12" R-22-12 BEND  
24+97.7, 0.0  
CONNECT TO EXIST. WATER MAIN.  
EXIST. EXIST. PIPE LENGTHS AS NECESSARY.

NOTE: ALL SEWER FROM RICHMOND AND TRUCK  
LINES TO BE RELOCATED AND/OR WIDENED  
BY THE CITY OF MADISON AND/OR WESTERN RAILWAY.  
ALL EXISTING UTILITIES TO BE MAINTAINED  
UNLESS OTHERWISE NOTED OTHERWISE.  
ALL UTILITIES TO BE MAINTAINED UNLESS  
OTHERWISE NOTED OTHERWISE.

12" R-22-12 BEND  
24+97.7, 0.0  
CONNECT TO EXIST. WATER MAIN.  
EXIST. EXIST. PIPE LENGTHS AS NECESSARY.

SANITARY SEWER  
18" MINIMUM SEPARATION

EXIST. R.R. TRACKS  
18" MINIMUM SEPARATION

EXIST. R.R. TRACKS  
18" MINIMUM SEPARATION

EXIST. R.R. TRACKS  
18" MINIMUM SEPARATION

EXIST. R.R. TRACKS  
18" MINIMUM SEPARATION

EXIST. R.R. TRACKS  
18" MINIMUM SEPARATION

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EAST SAN SEWER

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DATE: 12/15/11

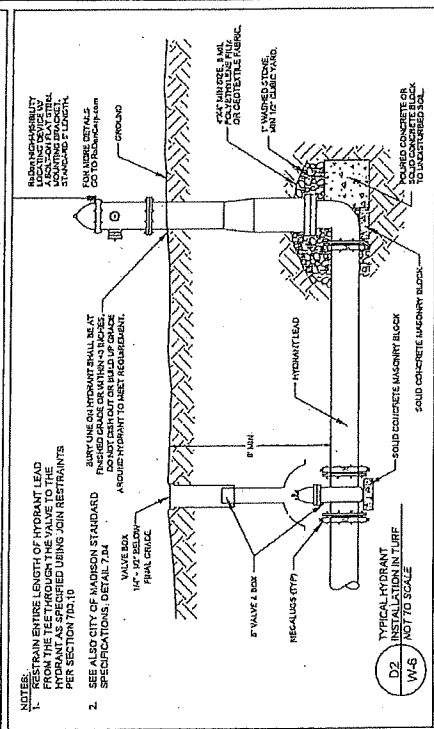
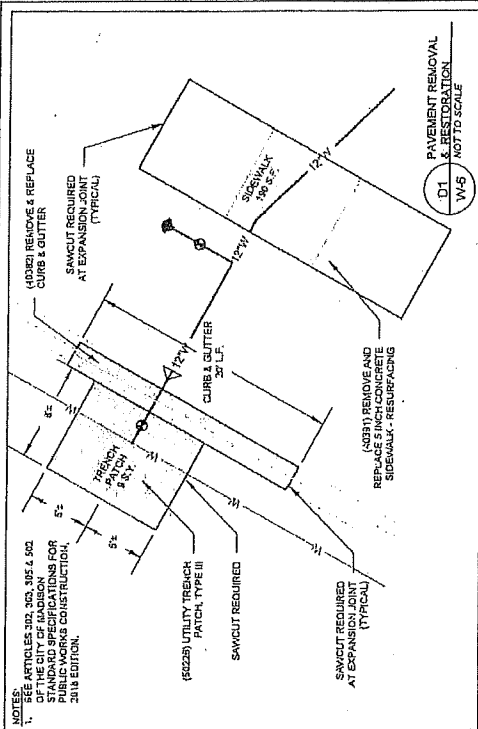
DATE: 12/15/11

DIRECTION: MADISON WATER UTILITY-Y&H  
KEY: DATE: 12/15/11  
NOT SCALE: 1"=40'  
NOT SCALE: 1"=40'



Approved

CANNONBALL RUN PHASE 6  
PROJECT NO. 10435  
WATER ESTIMATE OF MATERIALS & DETAILS  
SHEET NO. W-5  
CITY OF MADISON  
BOWMAN FIELD



- NOTES:
- ARTICLES 702, 703, 705, 706 & 707 OF THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PAVING CONSTRUCTION, 2018 EDITION.
  - SEE SECTION 715.10 FOR UTILITY TRENCH PATCH, TYPE III.
  - SEE SECTION 715.10 FOR CURB & GUTTER 24\"/>

- NOTES:
- RESTRAIN ENTIRE LENGTH OF HYDRANT LEAD TO PREVENT MOVEMENT OF HYDRANT AS SPECIFIED USING JOIN RESTRAINTS PER SECTION 715.10.
  - SEE ALSO CITY OF MADISON STANDARD SPECIFICATIONS, DETAIL 724.

CONSTRUCTION NOTES:

- CONSTRUCT NEW WATER MAIN MINIMUM 6\"/>
  - MINIMIZE DISTRIBUTION OF USE OF BOWMAN BY THE GENERAL PUBLIC. PROTECT ALL TREES AND THEIR ROOT SYSTEMS FROM DAMAGE.
  - THE EXISTING UTILITIES SHOWN ON THIS PLAN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CONTRACTOR. ESTABLISH A RECORD FOR ALL UTILITIES LOCATED PRIOR TO COMMENCING WORK.
- REPLACE THE EXISTING LEAD SERVICE WITH A NEW COPPER SERVICE.
- EXTEND AND RECONNECT THE EXISTING COPPER SERVICE TO THE NEW WATER MAIN.
- EXISTING SERVICE TO BE ABANDONED WHEN THE WATER MAIN IS CUT OFF.
- DISCONNECT FROM THE OLD WATER MAIN AND RECONNECT THE EXISTING COPPER WATER SERVICE LATERAL TO THE NEW WATER MAIN.
- RELOCATE THE EXISTING FIRE HYDRANT.
- ABANDON WATER VALVE ACCESS STRUCTURE.
- FURNISH AND INSTALL THE NEW TOP SECTION FOR THE WATER ACCESS STRUCTURE.
- FURNISH THE DITCH, COMPACTION, AND ALL MATERIALS AND LABOR FOR THE INSTALLATION OF NEW SERVICE LATERAL.
- REMOVE AND SALVAGE EXISTING HYDRANT SERVICE.
- REPLACE THE EXISTING COPPER SERVICE WITH A COPPER SERVICE.
- SEE WATER IMPACT PLAN FOR CONNECTION POINT ISOLATION AND WATER SHUT-OFF NOTIFICATION INFORMATION.

PAY ITEM ID	DESCRIPTION	QUANTITY	UNIT
40301	REMOVE & REPLACE CONCRETE CURB & GUTTER	30	LNFT
40301	REMOVE & REPLACE THICK CONCRETE SIDEWALK	300	SQFT
50226	UTILITY TRENCH PATCH TYPE III	9	SQYD
70002	FURNISH AND INSTALL 6 INCH PIPE & FITTINGS	9	LNFT
70004	FURNISH AND INSTALL 10 INCH PIPE & FITTINGS	3	LNFT
70005	FURNISH AND INSTALL 12 INCH PIPE & FITTINGS	737	LNFT
70012	HORIZONTAL DIRECTIONAL DRILL 12 INCH PIPE	702	LNFT
70031	FURNISH AND INSTALL 6-INCH WATER VALVE	2	EACH
70034	FURNISH AND INSTALL 12-INCH WATER VALVE	1	EACH
70040	FURNISH, INSTALL AND SALVAGE HYDRANT	2	EACH
71125	BEND45-31	4	EACH
71137	BEND32-32	3	EACH
71155	REDUCER12X10	1	EACH
72117	TEE12X6	2	EACH
71002	SILT FENCE - PROVIDE INSTALL & MAINTAIN	249	LNFT
71056	INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL	1	EACH
71290	* ESTIMATE OF MATERIALS SUPPLIED BY WATER UTILITY: TARP10X10	1	EACH

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN CALL DIGGERS HOTLINE TOLL FREE 811 OR 1-800-246-4811 FAX-4-LOCATE 1-800-338-3869 TYPED FOR HEARING IMPAIRED - 1-800-542-2289



DISCLAIMER NOTE:  
UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO COMMENCING WORK.


<b>PERMIT TO EXCAVATE IN PUBLIC STREET</b> Director of Public Works Record Town of Madison, Wisconsin	<b>PURPOSE OF EXCAVATION:</b> (Fill-in Appropriate Spaces)	
	<input checked="" type="checkbox"/> Install	<input type="checkbox"/> Repair
Address: <b>1802 S. PARK ST.</b>	<input checked="" type="checkbox"/> Main	<input type="checkbox"/> Service
TYPE OF FACILITY: _____		

**FEE SCHEDULE:** (To be determined by Director of Public Works)

Minimum Fee (includes one excavation and up to 100' of trench).....	\$ <u>70.00</u>
Additional Excavations and/or trenching (\$70 per excavation or 100' of trench).....	_____
New Street Excavation (\$1000 per each).....	_____
Penalty Assessed (if applicable).....	_____
<b>TOTAL</b> .....	\$ <u>70.00</u>

Proposed new utility locations shall be in accordance with Town of Madison Policy for Standardization of Utility Locations. Applicant shall indicate location of street excavation with dimensions to nearest intersection and/or property line <u>on attached sketch</u> . Dimensions to face of curb, edge of road, or sidewalk, if present, are desirable.	<b>LOCATION</b> <input type="checkbox"/> Center Lane <input type="checkbox"/> Curb Lane <input checked="" type="checkbox"/> Terrace <input type="checkbox"/> Sidewalk	<b>TYPE OF TRENCH</b> <input type="checkbox"/> Concrete <input type="checkbox"/> Black Top <input type="checkbox"/> Sod <input checked="" type="checkbox"/> Other <u>Seed</u>
---	---	---

<b>ESTIMATED STARTING DATE:</b> <u>~ Sept. 3, 2019</u>	<b>ESTIMATED COMPLETION DATE:</b> <u>~ November 3, 2019</u>
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<b>NOTE - APPLICANT SHALL NOTIFY:</b> Town of Madison Public Works Department @ 210-7264 (FAX 210-7236) 48 Hours Prior to Starting Work & Upon Completion of Project	 <p>"CALL 3 WORK DAYS BEFORE YOU DIG"          DIGGERS HOTLINE          Toll Free 1-800-242-8511</p>
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In consideration of being permitted to make such excavation, I hereby agree that I will faithfully comply with the terms of this permit, including the Special Provisions; that I will comply with all applicable statutes, ordinances, and regulations of the State of Wisconsin, Dane County, and Town of Madison; that contractors shall become qualified by the Town of Madison prior to starting work on this permit; that I will indemnify, defend and hold the Town of Madison harmless from any and all claims, liability, loss, damage or expense incurred by the Town of Madison on account of any injury to or death of any person or any damage to property caused by or resulting from activity or work performed under this permit, whether caused by or contributed to by the Town of Madison, its officials, agents or employees, and that I hereby agree to purchase comprehensive public liability, contractual and property damage insurance, with the Town of Madison as a named additional insured for a period of three (3) years from the date of completion of work hereunder, in an amount not less than \$1,000,000 per claim occurrence from a company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin Insurance Commissioners, such insurance shall be evidenced by a certificate of insurance showing the Town of Madison as a named additional insured and shall provide thirty (30) days written notice to the Town upon cancellation or material change in the policy with renewal certificates provided to the Town for three (3) years from date of completion of work hereunder; that I will at all times keep the place where such excavation is made properly guarded by day and lighted by night; that I will leave the street, sidewalk, curb and gutter, alley or terrace in as good or better condition than existed when the work was commenced; that I will have all finished concrete and asphalt work within the right-of-way performed by a licensed concrete layer or licensed asphalt paver, as the case may be; that all restoration of the street, sidewalk, alley or terrace affected by my acting upon this permit shall be completed within twenty (20) calendar days of the closing of the excavation; that I will be responsible for future maintenance of pavement patches, sidewalk, and curb and gutter installed under this permit due to heaving, settling, etc. until the Town replaces or resurfaces the pavement, sidewalk or curb and gutter under an improvement project; that I will provide the Town of Madison 72 hours notice prior to commencement of the work if the project requires a detour; that I agree this permit may be voided by the Town Director of Public Works if the work is not started within a reasonable length of time after the above stated starting date; and that I will comply with Title 4 Chapter 2 of the Town of Madison Code of Ordinances, Streets and Sidewalks, and Title 10 Chapter 8, Construction Site Erosion Control.

<b>SPECIAL PROVISIONS:</b> _____ _____ _____	<input checked="" type="checkbox"/> <b>WORK ZONE SIGNING AND BARRICADING SHALL BE IN ACCORDANCE WITH THE WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL (MUTCD)</b>
---	--

<b>FOR TOWN USE ONLY:</b> APPROVED <u>6-6-19</u> Department of Public Works BY <u>Renee Schwarz</u>	Town-Qualified Contractor Doing Work: _____ Phone No. _____ _____ Phone No. _____
	Requested By: _____ Signature: _____

Form PW-001 Revised 01/08/2009

SECTION E: BIDDERS ACKNOWLEDGEMENT

CANNONBALL WATER MAIN - PHASE 6  
CONTRACT NO. 7963

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

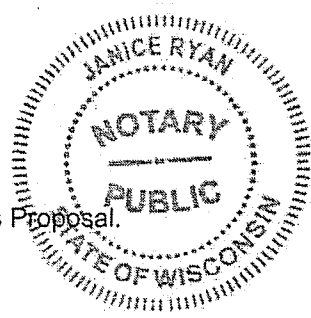
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued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

\_\_\_\_\_  
SIGNATURE  
VP  
\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this  
11 day of July, 2019.

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

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



Contract 7963 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

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

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

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

CANNONBALL WATER MAIN - PHASE 6  
CONTRACT NO. 7963

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: SPEEDWAY SAND & GRAVEL, INC.  
Address: 8500 GREENWAY BLVD. SUITE 202  
MIDDLETON, WI 53562  
Telephone Number: 608 836 1071 Fax Number: 608 836 7495  
Contact Person/Title: Dushn Bittner / PM

Prime Bidder Certification

I, Dushn Bittner PM of  
Name Title  
Speedway Sand + Gravel certify that the information  
Company

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

Annie Ryan  
Witness' Signature  
7-11-19  
Date

Dushn Bittner  
Bidder's Signature

**CANNONBALL WATER MAIN - PHASE 6**  
**CONTRACT NO. 7963**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	%	%
JRI's	Landscaping	6.1	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal SBE who are NOT suppliers:</b>		6.1	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	%	%
			%
			%
			%
			%
			%
			%

**Subtotal Contractors who are suppliers:** \_\_\_\_\_ % x 0.6 = \_\_\_\_\_ % (discounted to 60%)

**Total Percentage of SBE Utilization:** 6.1 %.

CANNONBALL WATER MAIN - PHASE 6  
 CONTRACT NO. 7963  
 DATE: 7/11/19

Speedway Sand & Gravel,  
 Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,500.00	\$4,500.00
10790 - RAILROAD INSURANCE - LUMP SUM	1.00	\$5,000.00	\$5,000.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$70,500.00	\$70,500.00
20217 - CLEAR STONE - TON	65.00	\$17.00	\$1,105.00
20302 - SAWCUT CONCRETE (FULL DEPTH) - L.F.	20.00	\$10.00	\$200.00
20303 - SAWCUT BITUMINOUS PAVEMENT - L.F.	25.00	\$7.00	\$175.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	20.00	\$10.00	\$200.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	200.00	\$3.00	\$600.00
21002 - EROSION CONTROL INSPECTION - EACH	2.00	\$500.00	\$1,000.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$1,000.00	\$1,000.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$2,000.00	\$2,000.00
21022 - SILT FENCE - PROVIDE INSTALL & MAINTAIN - L.F.	960.00	\$3.00	\$2,880.00
21056 - INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL - EACH	1.00	\$260.00	\$260.00
21057 - INLET PROTECTION, TYPE D HYBRID -MAINTAIN - EACH	2.00	\$100.00	\$200.00
21058 - INLET POTECTION, TYPE D HYBRID- REMOVE - EACH	1.00	\$50.00	\$50.00
21061 - EROSION CONTROL MATTING, CLASS 1, URBAN TYPE A - S.Y.	4850.00	\$3.00	\$14,550.00
30201 - TYPE "A" CONCRETE CURB AND GUTTER - L.F.	20.00	\$50.00	\$1,000.00
30301 - 5" CONCRETE SIDEWALK - S.F.	200.00	\$9.00	\$1,800.00
40203 - HMA PAVEMENTS TYPE E-3 - TON	14.00	\$450.00	\$6,300.00
40211 - TACK COAT - GAL	9.00	\$3.00	\$27.00
40333 - BASE PATCH GRINDING, METHOD 3 - S.Y.	80.00	\$95.00	\$7,600.00
50226 - UTILITY TRENCH PATCH TYPE III - S.Y.	9.00	\$200.00	\$1,800.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	10.00	\$179.81	\$1,798.10
70004 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	5.00	\$297.91	\$1,489.55
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	750.00	\$225.00	\$168,750.00
70012 - HORIZONTAL DIRECTIONAL DRILL 12 INCH PIPE - L.F.	720.00	\$230.00	\$165,600.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	2.00	\$2,102.00	\$4,204.00
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	1.00	\$5,200.00	\$5,200.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	2.00	\$7,000.00	\$14,000.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	1.00	\$5,100.00	\$5,100.00
70081 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$10,000.00	\$10,000.00
70101 - FURNISH AND INSTALL STYROFOAM - L.F.	8.00	\$25.00	\$200.00
70102 - LANDSCAPE RESTORATION FOR WATER MAIN - L.F.	750.00	\$60.00	\$45,000.00
90001 - FURNISH AND INSTALL VALVE BOX - EACH	2.00	\$526.00	\$1,052.00
90002 - TREE PROTECTION FENCING - EACH	3.00	\$1,050.00	\$3,150.00
90003 - FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY FENCE - LUMP SUM	1.00	\$8,500.00	\$8,500.00
<b>36 Items</b>	<b>Totals</b>		<b>\$556,790.65</b>





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

**Assistant City Engineer**  
Michael R. Dalley, P.E.  
**Principal Engineer 2**  
Gregory T. Fries, P.E.  
Christopher J. Petykowski, P.E.  
**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Eric L. Dundee, P.E.  
John S. Fahney, P.E.  
**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
**Operations Manager**  
Kathleen M. Cryan  
**Mapping Section Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Speedway Sand & Gravel, Inc.  
(a corporation of the State of Wisconsin)  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
Fidelity and Deposit Company of Maryland

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

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

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

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

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

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

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

**PRINCIPAL**

Speedway Sand & Gravel, Inc. 11-16-2017  
COMPANY NAME AFFIX SEAL DATE

By: [Signature] V.P.  
SIGNATURE AND TITLE

**SURETY**

Fidelity and Deposit Company of Maryland 11-16-2017  
COMPANY NAME AFFIX SEAL DATE

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

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

11-16-2017  
DATE

[Signature]  
AGENT SIGNATURE

PO Box 259408  
ADDRESS

Madison, WI 53725-9408  
CITY, STATE AND ZIP CODE

608-252-9674  
TELEPHONE NUMBER

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

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Judith A. WALKER, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER and Elizabeth MOSCA, all of Madison, Wisconsin**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

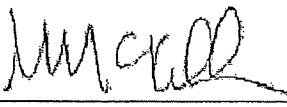
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

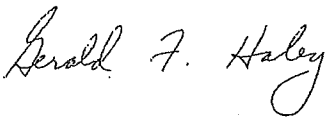
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of April, A.D. 2017.

**ATTEST:**

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




By:   
*Secretary*  
*Michael McKibben*

  
*Vice President*  
*Gerald F. Haley*

State of Maryland  
County of Baltimore

On this 11th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16 day of November, 2017.



Michael Bond, Vice President

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

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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 7<sup>th</sup> day of AUGUST in the year Two Thousand and Nineteen between **SPEEDWAY SAND & GRAVEL, INC.**, hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **AUGUST 6, 2019**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### CANNONBALL WATER MAIN – PHASE 6 CONTRACT NO. 7963

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 FIFTY-SIX THOUSAND SEVEN HUNDRED NINETY AND 65/100 (\$556,790.65)** 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, qualification and application procedures

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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



**CANNONBALL WATER MAIN – PHASE 6  
CONTRACT NO. 7963**

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:

**SPEEDWAY SAND & GRAVEL, INC.**

Company Name

<u><i>[Signature]</i></u>	8/7/2019	<u><i>[Signature]</i></u>	8/7/2019
Witness	Date	<del>President</del> Corporate Sec	Date
<u><i>[Signature]</i></u>	8/7/2019	<u><i>[Signature]</i></u>	8/7/2019
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

*[Signature]*  
Finance Director

Signed this 21<sup>st</sup> day of August, 2019

*[Signature]*  
Witness

*[Signature]*  
Witness

*[Signature]*  
City Attorney

*[Signature]* 26 Aug 2019  
Mayor

*[Signature]* 8-13-2019  
City Clerk

Bond No. 9264618

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIVE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED NINETY AND 65/100 (\$556,790.65) 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:

CANNONBALL WATER MAIN – PHASE 6  
CONTRACT NO. 7963

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 7th day of August, 2019

Countersigned:

[Signature]  
Witness  
Janece Ryan  
Secretary

SPEEDWAY SAND & GRAVEL, INC.  
Company Name (Principal)  
[Signature]  
President Seal NA

Approved as to form:

[Signature]  
City Attorney

Fidelity and Deposit Company of Maryland  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact Nicole Stillings

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

August 7, 2019  
Date

[Signature]  
Agent Signature

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

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

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

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



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

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

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



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

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of August, 2019.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

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

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