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BID OF SPEEDWAY SAND & GRAVEL, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SPRING HARBOR OUTFALL REPAIR

CONTRACT NO. 8525

PROJECT NO. 12154

MUNIS NO. 12154

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 5, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

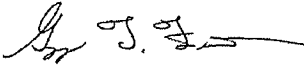
**SPRING HARBOR OUTFALL REPAIR
CONTRACT NO. 8525**

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This Proposal, and Agreement have
been prepared by:

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


_____ on behalf of
Robert F. Phillips, P.E., City Engineer

RFP: LS

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SPRING HARBOR OUTFALL REPAIR
CONTRACT NO.:	8525
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	09/02/21
BID SUBMISSION (2:00 P.M.)	09/09/21
BID OPEN (2:30 P.M.)	09/09/21
PUBLISHED IN WSJ	08/19/21 & 08/26/21

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

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

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

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 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/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover
- 110 Building Demolition

Street, Utility and Site Construction

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

SPRING HARBOR OUTFALL REPAIR CONTRACT NO. 8525

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 \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to reconstruct a failed retaining wall at Spring Harbor, on Lake Mendota, including the replacement of existing storm sewer pipes. Additional work included in this contract and associated plan set includes the repair of approximately 33 LF of failing shoreline at Upham Ct along Lake Mendota.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions.

SECTION 104.4 INCREASE OR DECREASE QUANTITIES

The bid prices for this item shall remain per the bid documents regardless of the percentage changes.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

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

For the shoreline repair work at Upham Ct, the Contractor shall be aware that site access is difficult at this location. All site access and repair work shall be performed in a manner that does not damage existing infrastructure in the Right of Way (marked on site with posts), adjacent private property, or existing trees. The Contractor may stage equipment in Upham Ct where there is no parking available, provided that they maintain access to driveways at all times. At no point of time shall equipment or storage of materials encroach on intersections or impact visibility of the intersections.

The Contractor shall be aware that Lake Mendota Drive is tentatively scheduled for reconstruction in 2022 in this location. The Contractor shall be required to maintain access and work cooperatively with all City crews, private utilities, or other city hired contractors as necessary to facilitate the design, site investigations and construction of that project.

The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies, and work on the sanitary sewer and storm sewer may require some relocation work by the utilities. The Contractor shall coordinate with all utilities for any structure adjustments. Provide a minimum of 1 week notice prior to needing structure adjustments.

For the Spring Harbor Outfall Repair work, the following specific utility conflicts have been identified and require coordination as follows:

Madison Water Utility

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

Madison Metropolitan Sewerage District

Madison Metropolitan Sewerage District (MMSD) has facilities within the project limits, including an abandoned lift station that is incorporated into the design of the new retaining wall as shown in the plan set, and an 18" sewer main. Design coordination and inspection coordination with MMSD shall be required for this project. The design contact for MMSD is Jen Hurlebaus at 608-222-1201 ext. 248 or JenH@madsewer.org, and the inspection contact at MMSD is Ray Schneider at 608-347-3628 or RayS@madsewer.org. The Contractor shall contact Jen Hurlebaus and Ray Schneider at least 7 days prior to beginning work on or near any MMSD facilities. The Contractor shall work with MMSD to arrange for an MMSD inspector to be on-site any time work on or adjacent to MMSD facilities (including utility crossings) is being performed.

MG&E Gas

MG&E has a 4" steel gas line within the project area, which runs along Lake Mendota Dr. The proposed storm sewer crosses this line, as shown in the plan set. Contractor shall coordinate with Steve Beversdorf at MG&E at 608-252-1552 or sbeversdorf@mge.com to avoid conflicts. Any relocation requests for MG&E gas facilities must be directed to Steve Beversdorf.

City of Madison Parks

As shown in the plan set, completion of some work may involve impacts to City of Madison Parks facilities, including the removal of a parking sign at the public boat launch. The Contractor shall coordinate with Chad Hughes at 608-288-6164 or cmhughes@cityofmadison.com to arrange for removal of the identified parking sign and/or for any other work that impacts Parks property or facilities.

The Contractor shall be aware that this is a public boat launch facility with pedestrian and foot traffic for people accessing the lake. The boat launch driveway can be closed for the duration of the project, however the Contractor shall use extra care to ensure the site is safe and marked clearly to keep pedestrians out of the job site during the work.

SECTION 105.7 CONTRACT DOCUMENTS

Federal funding from FEMA requires the following:

Termination

Termination for Default – The City may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies and/or work including, but not limited to materials, equipment, and any other components provided for under this contract, or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does

not cure such failure within a period of 10 (ten) calendar days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

In the event the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the City may deem appropriate, including all articles supplies or services similar to those so terminated. The Contractor shall be liable to the City for any excess costs for such similar work including all materials, services and supplies, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the materials or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery or performance schedule.

Payment for completed work including all articles delivered to and accepted by the City shall be at the Contract price. The City may withhold from amounts otherwise due the Contractor for such completed work including all articles such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Termination for Convenience

The performance of work under this Contract may be terminated at any time upon seven (7)-calendar days written notice to the Contractor, by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the City, the Contractor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed,

would have been required to be furnished to the City; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the City may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the City may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the City has or may acquire an interest.

The Contractor shall promptly submit its claim for payment to the City to be paid to the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in 48 C.F.R. Part 31.2 except that wherever the word "Government" appears it shall be deleted and the word "the City" shall be substituted in lieu thereof.

Equal Employment Opportunity

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2)The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3)This certification is a material representation of fact relied upon by the City of Madison. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Madison, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4)The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records

(1) The Contractor agrees to provide the State of Wisconsin, the City of Madison, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Madison and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Changes

(1) Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be aware that private residents have riparian rights along Spring Harbor. This project is to be constructed in a very limited working area. The Contractor shall use caution when working around private property. If private property is damaged during the completion of this contract, the Contractor shall repair to previous conditions, or replace with equal or better, the damaged property. The Project Engineer or Construction Engineer shall determine acceptability of repaired or replaced property.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

Two-way traffic shall be maintained on Lake Mendota Dr at all times. A flagger may be used when work is occurring but the roadway shall be fully open to two-way traffic overnight and when work is not being performed on the storm sewer and water main in Lake Mendota Dr.

Two-way traffic shall be maintained on Upham Ct at all times. Access to properties on Upham Ct shall be maintained at all times.

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

boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

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

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

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

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

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

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

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

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

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

Contact Jeremy Nash, City of Madison Traffic Engineering, at jnash@cityofmadison.com or 608-616-9098 for questions on this spec.

SECTION 108.2 PERMITS

The following permits are required (and have been or will be obtained by the City) for this project:

- City of Madison Erosion Control Permit

- Wisconsin Department of Natural Resources Chapter 30 Permit
- US Army Corps of Engineers Nationwide Permit/Regional General Permit
- Wisconsin Department of Natural Resources Stormwater NOI

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Dewatering

All permit costs shall be included in the Mobilization bid item for the contract.

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

The Contractor shall meet the conditions of the permits involving properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, as directed by the Construction Engineer or his designees, or as directed by any official representative of the DNR or USACOE. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

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

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before **November 8, 2021**, or as soon as the contract has been fully executed. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 608-266-9721).

The Contract shall be phased due to cold weather limitations on paving and restoration. Interim completion dates shall be set for each phase.

Phase I includes all work associated with the Upham Ct shoreline repair, and all structural work at the Spring Harbor outfall to install the new retaining wall, including removal of the currently-installed sheet piling, all storm sewer installation/repair work and associated water main work, installation of temporary utility trench patch atop all utility corridors, and all other work shown in the plan set that is not explicitly identified as "Phase II." All Phase I work shall be completed no later than **December 31, 2021**. Any and all needed cold weather protection and/or site stabilization materials and labor required to complete this work and stabilize the site over the winter are considered incidental to the appropriate bid items.

Phase II includes final paving/asphalt repair at the Spring Harbor outfall, as shown in the plan set, and final restoration of the Spring Harbor outfall site with topsoil, terrace seeding and erosion matting as shown/described in the plan set. The Contractor shall not begin any work identified in the plan set as Phase II until **March 15, 2022**. All Phase II work shall be completed no later than **June 1, 2022** or as approved by the Construction Engineer.

The Contractor shall limit the workdays from 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing and no work shall be performed on holidays.

No additional contract time will be granted for adverse water levels or ice conditions. The Contractor shall be prepared to work in lake levels as they exist during the contract window.

BID ITEM 10911: MOBILIZATION

DESCRIPTION

Work under this item shall include all materials, equipment, labor, and incidentals necessary to safely mobilize equipment and materials to each project site. This shall include, but not be limited to, protecting existing structures, vegetation, and slopes at each project location. It is recommended the Contractor visit the project locations prior to bidding to familiarize themselves with the existing site conditions.

Damage to existing structures or vegetation, or destabilization of existing slopes shall be repaired at the expense of the Contractor. Damage shall be determined by the Construction Engineer or their representative. Similarly, repairs of any damage shall be approved by the Construction Engineer or their representative.

METHOD OF MEASUREMENT

Mobilization shall be measured as a Lump Sum for a complete mobilization to, and demobilization from, each individual project site (Spring Harbor outfall and Upham Ct).

Per Section 109.2 (Prosecution of the Work), the work described in this Contract shall be phased. Mobilization for the Spring Harbor site shall be measured as **one** bid item, to include mobilization costs for both phases of the Spring Harbor outfall repair project; no additional mobilization fee shall be provided for Phase II of the project.

BASIS OF PAYMENT

Mobilization shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, equipment, and incidentals necessary to fully mobilize to the project sites, demobilize from the project sites, and repair any damages to that sites.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Excavation Cut shall include but is not limited to excavation required to install the sheet pile retaining wall as shown in the plan set, and to remove an existing section of asphalt pavement on Lake Mendota Dr for eventual restoration. Excavation Cut shall consist of the loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

Excess excavated material deemed unusable shall be disposed of off-site at a suitable location determined by the Contractor at no additional cost to the City of Madison.

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is included in this bid item.

BID ITEM 20202 – FILL BORROW

DESCRIPTION

Fill Borrow shall include all general fill required to restore the project site as shown in the plan set. Select fill, where called for in the plan set and/or the Contract, will be paid for under Select Fill (Bid Item 20205).

All fill material used for the project must meet the following sourcing specification (required for federal FEMA funding):

All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

BID ITEM 20221 – TOPSOIL

BID ITEM 20701 – TERRACE SEEDING

BID ITEM 21061 – EROSION MATTING, CLASS I, URBAN TYPE A

For the Spring Harbor outfall repair work, all unpaved disturbed areas within the project limits, including storm sewer corridor, except where noted in the plan set, shall be restored during Phase II. Restoration of the storm sewer corridor shall be limited to no more than 10 ft on each side of the storm sewer pipe corridor, and no more than 15 ft outside the necessary work boundary for other project work as agreed to in the field by the City Construction Inspector.

BID ITEM 20235 – HEAVY RIPRAP

DESCRIPTION

Work under this item shall include all heavy riprap, labor, equipment, and incidentals necessary to complete riprap repairs at Upham Ct as shown on the plan set and described in these special provisions.

Prior to disturbing any shoreline, the Contractor shall place Turbidity Barrier in a manner that fully encompasses all shoreline disturbance for each riprap repair location. The Turbidity Barrier shall be placed in accordance with DNR Conservation Practice Standard 1069, which has been attached to these Special Provisions for reference. Turbidity Barrier shall be paid under Bid Item 21093.

The Contractor shall repair the street end identified on the plans. The Contractor shall remove existing stone and salvage stones that can be reused. This shall include durable rounded stones. The Contractor shall segregate and remove pieces of concrete, concrete block, or other material that does not comply with the stone specification defined in subsequent paragraphs. The Contractor shall be responsible for removing all unusable material from the site and disposing of it in an appropriate manner.

If necessary, the Contractor shall shape the bank sufficiently to place geotextile filter fabric and new stone. This may include removing vegetation or overhanging banks. No trees shall be damaged in the stabilization of the shoreline. The Contractor may reuse excavated material free of roots, vegetation, and other deleterious material to reshape the bank. Any material that cannot be reused, shall be removed from the site by the contractor and properly managed.

The Contractor shall place Riprap Filter Fabric, Type HR on the bank in accordance with Article 202.2 of the Standard Specifications. Riprap Filter Fabric, Type HR shall be paid under Bid Item 20241. The filter fabric shall be placed in a manner that prevents excess material from being visible above the top of the riprap. If necessary, the Contractor shall cut overhanging material and remove it from the site.

The Contractor shall replace salvaged riprap and supplement the riprap with imported material as necessary to achieve the typical cross-section shown in the plan set. The estimated quantity assumes ~25% of the riprap needed can be salvaged on site. The Contractor shall import Glacial Field Stone that

complies with Heavy Riprap sizing, as defined in Article 212 of the Standard Specifications and shall have an average size of 18 inches. The Contractor shall segregate larger boulders to be placed as toe stones, as shown on the plan set. The riprap shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site.

The Contractor shall repair any damaged or disturbed areas by restoring or importing topsoil sufficient for 4 inches of material, which shall be paid under Bid Item 20221. The Contractor shall loosen all compacted surface material. All disturbed areas shall be seeded with Shady Infiltration Seed Mix in accordance with Article 207 of the Standard Specifications. All disturbed areas shall be stabilized with Erosion Control Matting, Class I, Urban Type B in accordance with Article 210 of the Standards Specifications. The Erosion Control Matting, Class I, Type B shall be paid under Bid Item 21062. The Contractor shall note that, per the Standard Specifications, only organic anchors will be permitted on site. All restoration is subject to approval by the Construction Engineer.

The Contractor shall take all necessary precautions to prevent damage to existing gravel street, or permanent features when accessing the site. If damage occurs to any public or private property as a result of construction activities, the Contractor shall repair or replace damaged items at no additional cost to the City. The Construction Engineer shall have final say for determination of damaged property.

METHOD OF MEASUREMENT

Heavy Riprap shall be measured per Ton of Heavy Riprap placed.

BASIS OF PAYMENT

Heavy Riprap shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, equipment, and incidentals necessary to salvage existing stone, grade the banks as necessary, and import and replace Heavy Riprap – Glacial Field Stone to the lines and grades shown on the plan set, and restore any disturbed areas created by the shoreline repairs.

BID ITEM 20322 – REMOVE CONCRETE CURB & GUTTER

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to remove and dispose of existing curb. Existing curb around asphalt lot is block style curb type consisting of concrete parking lot barriers staked into ground. Contractor shall visit site prior to bidding to review curb type.

BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED)

DESCRIPTION

This bid item has been included in the event that undercut is necessary for installation of the storm sewer pipe. This item may be required at the discretion of the Construction Engineer, but eliminated if undercut is not required. In any areas where undercut is deemed necessary, sufficient material shall be removed and breaker run (Bid Item 20219) placed to create a stable base for the storm sewer pipe.

METHOD OF MEASUREMENT

Undercut (Undistributed) shall be measured per CY as accepted in the field.

BASIS OF PAYMENT

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Tim Pearson. He may be contacted at (608) 206-3956 or tpearson@madisonwater.org.

The project consists of furnishing and installing primarily 12-inch ductile iron water main and fittings on Lake Mendota Drive within the project limits. The project also includes abandoning existing water main/removing some existing water main. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

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

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

Water Services Outages Restrictions & Notifications

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners and residents.

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

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- | | |
|-----|---|
| WN1 | Replace the existing lead service with a new copper service. |
| WN2 | Extend and reconnect the existing copper service to the new water main. |
| WN3 | Existing service to be abandoned when water main is cut-off. |
| WN4 | Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main. |
| WN5 | Relocate the existing fire hydrant. |
| WN6 | Abandon water valve access structure. |
| WN7 | Furnish and install the new top section for the water access structure. |

WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 90000 – WELDED STUD SHEAR CONNECTORS 3/4X3-INCH

- A. Description.** This special provision describes fabricating, furnishing and placing welded stud shear connectors.
- B. Materials.** Materials shall be in accordance with Section 506.2.7 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- C. Construction Methods.** Construction methods shall be in accordance with Section 506.3.20 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- D. Method of Measurement.** The City will measure Welded Stud Shear Connectors 3/4x3-Inch as each individual stud acceptably completed. The City will measure the total number of studs incorporated in the work and accepted.
- E. Basis of Payment.** Welded Stud Shear Connectors 3/4x3-Inch will be paid for at the contract unit price. Payment is full compensation for providing and installing the shear connectors.

BID ITEM 90001 – PZ40 SHEET PILE DELIVERED

- A. Description.** This special provision describes providing permanent steel sheet piling.
- B. Materials.** Materials shall be in accordance with standard spec 512.2.1 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- C. Construction.** Construction methods for sheet piling shall be in accordance with Section 512.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- D. Measurement.** The City will measure PZ40 Sheet Pile Delivered by the square foot acceptably completed. The Contractor will get paid for the quantity shown in the plans. The quantity shown in the plans was obtained by measuring the area of the wall from the sheet pile tip elevation to the top cutoff. The area includes exposed and buried depth.
- E. Payment.** PZ40 Sheet Pile Delivered will be paid for at the contract unit price. Payment is full compensation for providing and delivering acceptable piling for this work.

BID ITEM 90002 – PZ40 SHEET PILE DRIVEN

- A. Description.** This special provision describes providing permanent steel sheet piling.
- B. Materials.** Materials shall be in accordance with standard spec 512.2.1 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

- C. Construction.** Construction methods for sheet piling shall be in accordance with Section 512.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- D. Measurement.** The City will measure PZ40 Sheet Pile Driven by the square foot acceptably completed. The City will obtain the quantity by field measuring the area of the wall from the sheet pile tip elevation to the top cutoff. The area measured in the field will include exposed and buried depth. The City will make no allowance for overlap of the piles.
- E. Payment.** PZ40 Sheet Pile Driven will be paid for at the contract unit price. Payment is full compensation for driving, cutting off, disposing of cutoffs, and painting.

BID ITEM 90003 – CONCRETE DEADMAN TIE BACK

- A. Description.** This special provision describes furnishing and installing tiebacks from the sheet pile wall to the sheet pile Deadman anchor. Perform work according to the plans, applicable portions of the standard specifications, and as hereinafter provided.
- B. Materials.**
 - a. Threaded Tie Rod** shall conform to ASTM A722 grade 150 and shall be hot-dip zinc-coat according to ASTM A153 supplemented by ASTM F2329 or mechanically zinc-coat according to ASTM B695, class 50.
 - b. Nuts and Washers** shall conform to standard spec 506.2.5 for High Strength Bolts. Washers shall be beveled as necessary to aid in tie rod alignment. Pieces shall be hot-dip galvanized conforming to ASTM A153.
 - c. Turnbuckle** shall be galvanized conforming to ASTM A153 and develop 100% of the ultimate strength of the threaded tie rod.
- C. Construction.** All threaded rods shall be tensioned with a load as described in the plans and as to provide a plumb vertical face for the supported structure. Threaded rods shall lie straight between wall and anchor and are not to be supported on uneven backfill. At a minimum nuts shall be snug-tight. Any modifications of design or construction procedures are at no cost to the City, no increase in contract time, and must be approved by the engineer.
- D. Method of Measurement.** The City will measure Deadman Tiebacks bid item as each individual, acceptably completed. Anchorages installed that are not shown in the plans unless ordered by the engineer will not be measured for payment.
- E. Basis of Payment.** Payment is full compensation for furnishing and installing threaded rods, couplers, washer and nuts.

BID ITEM 90004– GEOTEXTILE FABRIC TYPE DF

- A. Description.** This special provision describes providing geotextiles for drainage filtration, subgrade reinforcement, and under culverts and riprap.
- B. Materials.** Materials shall be in accordance with Section 645.2.2.4 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- C. Construction Methods.** Construction methods shall be in accordance with Section 645.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- D. Method of Measurement.** The City will measure Geotextile by the square yard acceptably completed.

- E. **Basis of Payment.** Geotextile Fabric Type DF will be paid for at the contract unit price. Payment for Geotextile Fabric Type DF is full compensation for providing and installing geotextile.

BID ITEM 90005 – CONCRETE SURFACE REPAIR

- A. **Description.** This special provision describes furnishing, placing and curing concrete for surface repairs.
- B. **Materials.** Materials shall be in accordance with Section 509.2 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- C. **Construction Methods.** Construction methods shall be in accordance with Section 509.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- D. **Method of Measurement.** The City will measure Concrete Surface Repair by the square foot acceptably completed, measured as the exposed surface area, following removal, as delineated by the saw cuts.
- E. **Basis of Payment.** Concrete Surface Repair will be paid for at the contract unit price. Payment for Concrete Surface Repair is full compensation for providing the repair; for removing and disposing of deteriorated concrete; for cleaning reinforcing steel; and for the volume of concrete used in the surface repair.

BID ITEM 90006 – STRUCTURAL STEEL CARBON

- A. **Description.** This special provision describes fabricating, furnishing, preparing otherwise, delivering and erecting structural steel parts.
- B. **Materials.** Materials shall be in accordance with Section 506.2.2 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- C. **Construction Methods.** Construction methods shall be in accordance with Section 506.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- D. **Method of Measurement.** The City will measure Structural Steel Carbon by the pound acceptably completed based on plan quantities.
- E. **Basis of Payment.** Structural Steel Carbon will be paid for at the contract unit price. Payment is full compensation for providing, fabricating, casting, machining or otherwise preparing, transporting, and erecting materials.

BID ITEM 90007 – ADHESIVE ANCHORS

- A. **Description.** This special provision describes furnishing and placing adhesive anchors.
- B. **Materials.** Materials shall be in accordance with Section 502.2.12 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- C. **Construction Methods.** Construction methods shall be in accordance with Section 502.3.14 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

- D. **Method of Measurement.** The City will measure Adhesive Anchors as each individual anchor acceptably completed.
- E. **Basis of Payment.** Adhesive Anchors will be paid for at the contract unit price. Payment is full compensation for providing the shear connectors and for pullout testing including engineer directed verification testing.

BID ITEM 90008 – RAILING STEEL TYPE C3

- A. **Description.** This special provision describes providing railing fabricated from structural steel and steel structural tubing.
- B. **Materials.** Materials shall be in accordance with Section 513.2.1 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- C. **Construction Methods.** Construction methods shall be in accordance with Section 513.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- D. **Method of Measurement.** The City will measure Railing Steel Type C3 by the linear foot acceptably completed.
- E. **Basis of Payment.** Railing Steel Type C3 will be paid for at the contract unit price. Payment is full compensation for providing and installing railing; for anchor bolts; and for painting.

BID ITEM 90009 – PROTECTIVE SURFACE TREATMENT

- A. **Description.** This special provision describes the protective surface treatment application to the top, front face, and exposed sides of the sheet pile wall facing.
- B. **Materials.** Materials shall be in accordance with Section 502.2.11 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition
- C. **Construction Methods.** Construction methods shall be in accordance with Section 502.3.13.2 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- D. **Method of Measurement.** The City will measure Protective Surface Treatment by the square yard acceptably completed.
- E. **Basis of Payment** Protective Surface Treatment will be paid at the contract unit price. Payment is full compensation for treating and sealing surfaces including surface preparation and color-matching as required.

BID ITEM 90030 – LAKE & STORM CONTROL

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to prepare a storm control plan and to implement the approved plan for the Spring Harbor outfall repair work. It shall also include a sheet pile coffer dam that will be installed around the project area at a distance of approximately 10-20 ft

(as shown in the plan set) to hydraulically separate the project area from Lake Mendota, and to protect Lake Mendota from any construction-related sediment and/or debris. The coffer dam will be set to an elevation of at least the summer maximum elevation in Lake Mendota (850.1 ft AMSL); however, the exact elevation will be determined by the contractor. A storm flow diversion system will be installed to divert flow from the City of Madison box culvert that discharges within the proposed containment area around the project site and to Lake Mendota downstream of the installed coffer dam. The contractor may choose to complete the project in stages for more effective storm and lake control. All shoring for staging purposes is included in this bid item.

The storm control plan shall include dry weather, wet weather and backwater flow control contingencies. The Contractor shall submit to the project engineer a plan that details how lake water and storm flows will be managed and/or diverted during all in-lake construction. The approved methodology shall be installed prior to any work to be completed in Lake Mendota. Any work, materials, and incidentals necessary to repair and restore the site due to the Storm Control Implementation shall be considered incidental to this bid item.

Existing conditions are that the existing storm box has a small intermittent base flow year-round, with up to ~1,750 cfs of storm flow during large (100-year) events.

The Contractor is advised that sustained high water levels in Lake Mendota are possible. Lake level data is available from Dane County at:

<https://lwr.d.countyofdane.com/Lake-Levels>

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90031 – SHEET PILE REMOVAL

DESCRIPTION

The Contractor shall remove the existing PZC 18 sheet piling and salvage to an agreed-upon location on site for City Engineering Operations staff to retrieve. The existing sheeting was driven approximately 20-30 ft deep, is secured with 3-4 tiebacks and is held in place at the toe with heavy riprap to secure and stabilize the shoreline. The existing site soils are generally loose and saturated. The tie backs shall be cut and abandoned below grade outside of the proposed wall installation. Abandoned tie backs must be removed to a minimum of 5 ft below finished grade. The Contractor shall note that the sheeting was placed to also protect critical sanitary sewer and an abandoned pump station foundation. Care shall be used to ensure that no damage to the existing sanitary sewer infrastructure occurs. The Contractor shall contact MMSD (Ray Schneider) at least 48 hours in advance when working near or removing sheeting adjacent to the sanitary infrastructure.

The sheeting shall remain the property of the City. The sheet piling shall be removed and cut in half (approximately 10-15 ft sections, max length) or as directed by the Construction Engineer. The sheeting shall remain free of spurs and shall be cut in a workman-like fashion to provide clean and straight edges. The Contractor shall contact Chris Scharf of City Engineering at 608-267-1973 to coordinate pick up. All

work required to remove, abandon tie backs, salvage, and cut the sheeting shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

The City will measure sheet piling removal by the lump sum.

BASIS OF PAYMENT

This work, measured as provided, will be paid for at the contract unit price, for compensation for removal of the existing sheeting, cutting of the sheeting, salvaging, storing and stacking the materials; for abandoning any tie back systems and removal of the tie backs to a minimum of 5ft below finished grade, and for furnishing all equipment, tools, labor and incidentals necessary to complete the work as described above.

BID ITEM 90032 – REMOVE EXISTING LIMESTONE RIPRAP

DESCRIPTION

This bid item is intended to compensate the Contractor for completely removing the existing limestone riprap from the face of the temporary sheet piling. This stone serves as ballast to the sheet piling, so removal of the limestone shall be coordinated with the removal of the sheet piling.

The removed limestone shall not be reused on-site. This material shall become the responsibility of the Contractor. The Contractor shall be fully responsible for the appropriate transport and disposal of this material.

METHOD OF MEASUREMENT

Remove Existing Limestone Riprap shall be paid as a Lump Sum.

BASIS OF PAYMENT

Remove Existing Limestone Riprap shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90033 – LIMESTONE STEPS

DESCRIPTION

Work completed as part of this bid item shall consist of providing, transporting, and placing limestone steps on a crushed stone bed, underlain with Geotextile Fabric, as shown in the plan set. Limestone step location is shown, and construction detailed, in the plan set. The finished steps should be 25' in length. The north end of the steps are intended to be staggered.

MATERIALS

GEOTEXTILE FABRIC TYPE HR:

Geotextile/Riprap Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition. Payment of the provision and placement of filter fabric for installation of the Limestone Steps shall be paid under Bid Item 20241.

Estimated quantities are:

- Geotextile Filter Fabric, Type HR: 110 SY

CLEAR STONE:

The Contractor shall import sufficient 1-inch clear stone to place a minimum of 1 foot of clear stone beneath and behind all stone steps. Imported clear stone shall comply with Standard Specifications Article 202. It is estimated that 150 tons of clear stone will be needed. Payment of the provision and placement of clear stone for installation of the Limestone Steps shall be paid under Bid Item 20217.

Estimated quantities are:

- Clear Stone: 28 Cubic Yards, or 44 Tons

CUT LIMESTONE:

Cut stone pieces have already been purchased by the City of Madison Parks Division and are stored at Yahara Hills Golf Course, 4502 Brandt Road. It shall be the responsibility of the Contractor to locate and transport pieces from this location. The Contractor shall measure, plan, and sort the cut stone blocks in a manner that allows for their installation as shown on the plan set. The Contractor shall be prepared to sort and move stone blocks in storage to locate and retrieve stones for Yahara Place Park. All materials, equipment, labor, and incidentals necessary to move stone in an ordered and tidy manner, shall be included in the cost of this project. If stone pieces or pallets are broken during the sorting process, it shall be the responsibility of the Contractor to replace them at no additional cost to the City.

Stones purchased by the City of Madison Parks Division, currently being stored at Yahara Hills Golf Course, meet the following size specifications:

- Height: 10" to 13"
- Depth: 46" to 55"
- Length: 36" Minimum

The Contractor shall coordinate access to Yahara Hills Golf Course with Rich Bergmann. Mr. Bergmann can be reached at (608) 266-6289 or rbergmann@cityofmadison.com.

CONSTRUCTION METHODS

LAYOUT:

The Contractor shall lay out the work and provide any survey control as needed for control of the work beyond the initial stakeout by City.

PREPARATION OF FOUNDATION:

Excavate as necessary to provide the minimum depth of clear stone as shown on details. The bed for the cut limestone shall be properly trimmed and shaped. Note that the limestone shall consist of two courses laid horizontally in a running bond fashion. Therefore, stones of the proper height must be selected and the exact depth of excavation or thickness of clear stone will vary to achieve the proper elevation for the top of stone.

DEWATERING:

The water level in the lake, if not drawn down, will be above the elevation of the bottom of the cut stone footings. Contractor may find it necessary to exclude water from the excavation by means of sandbags and pumping, or other methods. This work will be considered Type 1 Dewatering in accordance with City Standard Specifications and the cost of any such dewatering shall be included in this bid item, with no additional compensation.

LIMESTONE INSTALLATION:

The Contractor shall select and place stones to fit snugly together and shall be firmly set with not rocking or tipping. Stones shall be placed tightly together such that at least 60% of all joined faces are in direct contact and any gap is less than 1.5 inches at any point along a joint. Cut stone blocks shall be field cut or chiseled as required to achieve this fit. Vertical seams shall be staggered. Any costs associated with working the stone to accommodate placement shall be included in this bid item.

METHOD OF MEASUREMENT

The City will measure the Limestone Steps, furnished, and installed, by the linear foot of exposed stone face measured at the front face of the wall. The linear foot measurement shall include both courses of stone. Only accepted work will be measured for payment and quantity thereof will be based on the area within the stations shown on the plans, or directed by the engineer. The step measurement is of the average length of the four lifts, due staggering the north end of the installation.

BASIS OF PAYMENT

Limestone Steps shall be measured as described above and shall be paid for at the contract unit price. Payment is full compensation for excavation and preparation of the bed, including dewatering, backfilling and disposal of surplus material; furnishing and placing Geotextile Fabric Type HR; for furnishing and placing clear stone; for selecting, transporting, minor shaping and placing limestone; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

BID ITEM 90034 – RESET EXISTING LIMESTONE

DESCRIPTION

This bid item will pay for all work, materials, and incidentals necessary to reset the existing limestone shoreline stabilization to accommodate the proposed storm outfall. This bid item applies only to the existing limestone block pieces that will intersect with the new limestone steps. All reset stones shall be placed evenly and in a workmanlike fashion to give a similar appearance to the existing limestone shoreline.

METHOD OF MEASUREMENT

Reset Existing Limestone shall be paid as a Lump Sum.

BASIS OF PAYMENT

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

BID ITEM 90035 – PRECAST 24-IN 37.7° RCP BEND

DESCRIPTION

Work under this item shall include all work, material and incidentals necessary to install a manufactured precast 24-in 37.7° RCP (Type I Storm Sewer) bend, or City Engineering-approved equal, at the location marked as "S-5" in the plans per the manufacturer's recommendations. Any concrete collars necessary for connection shall be considered incidental to this item.

The precast bend described in this bid item must conform to the City of Madison Standard Specifications for Public Works Construction (most current edition) for Type I Storm Sewer, as described in Article 504 of the Standard Specifications.

METHOD OF MEASUREMENT

Precast 24-in 37.7° RCP Bend shall be measured separately as each for each bend acceptably installed.

BASIS OF PAYMENT

Precast 24-in 37.7° RCP Bend shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90036 – PRECAST 24-IN 22.8° RCP BEND

DESCRIPTION

Work under this item shall include all work, material and incidentals necessary to install a manufactured precast 24-in 22.8° RCP (Type I Storm Sewer) bend, or City Engineering-approved equal, at the location marked as "S-6" in the plans per the manufacturer's recommendations. Any concrete collars necessary for connection shall be considered incidental to this item.

The precast bend described in this bid item must conform to the City of Madison Standard Specifications for Public Works Construction (most current edition) for Type I Storm Sewer, as described in Article 504 of the Standard Specifications.

METHOD OF MEASUREMENT

Precast 24-in 22.8° RCP Bend shall be measured separately as each for each bend acceptably installed.

BASIS OF PAYMENT

Precast 24-in 22.8° RCP Bend shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90037 – CONSTRUCTION FENCE

DESCRIPTION

Work under this item shall include all labor, materials and incidentals to construct and maintain a plastic fence around two trees located near existing Spring Harbor outfall, as shown in the plan set. Fence shall extend to the ground to be detectable by cane for the blind.

MATERIALS

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

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh opening:	1-inch min to 3-inch max
Resin/construction:	High density polyethylene diamond mesh
Service temperature:	-60° F to 200° F (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate tensile strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at break (%):	Greater than 100% (ASTM D638)
Chemical resistance:	Inert to most chemicals and acids

CONSTRUCTION

Drive posts into the ground 12 to 18 in or use other Engineer approved method to secure posts. Space posts at 7 ft.

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

METHOD OF MEASUREMENT

Construction Fence shall be measured by the linear foot along the base of the fence, center to center of posts. Fence moved or removed and replaced for construction activities will not be measured and paid again.

BASIS OF PAYMENT

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

BID ITEM 90038 – REMOVING RAILING

- A. Description.** This special provision describes wholly removing the existing outfall railing, disposing of the resulting materials, or if required, salvaging designated materials.
- B. Materials.** (Vacant)
- C. Construction Methods.** Construction methods shall be in accordance with Section 203.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.
- D. Method of Measurement.** The City will measure Removing Railing as a single unit for each structure acceptably completed.
- E. Basis of Payment** Removing Railing will be paid for at the contract unit price. Payment is full compensation for breaking down and removing; costs associated with contractor-caused damage; trimming anchor bolts flush with the concrete and coating with zinc rich primer, required salvaging, and disposal of materials.

BID ITEM 90039 – SHADY INFILTRATION SEED MIX

DESCRIPTION

Work under this bid item shall include all labor, equipment, and incidentals necessary to provide, store, and install Shady Infiltration Seed Mix in the locations shown on the plan set. All work, including the addition of soil stabilizers, and fertilizers shall be completed in accordance with Article 207 of the Standard Specifications. Following seeding, the site shall be stabilized with erosion matting, which shall be paid separately under the appropriate bid item.

The seed mix, as defined below, was provided by Agrecol in Madison, Wisconsin (608-223-3571). The Contractor may choose to use an alternate supplier, but shall submit the seed mix and supplier contact information to the Engineer for approval prior to installation.

Fringed brome (*Bromus ciliatus*)
Blue joint grass (*Calamagrostis canadensis*)
Plains oval sedge (*Carex brevior*)
Long-beaked sedge (*Carex sprengei*)
Brown fox sedge (*Carex vulpinoidea*)
Needle spike rush (*Eleocharis acicularis*)
Canada wild rye (*Elymus canadensis*)
River bank wild rye (*Elymus riparius*)
Silky wild rye (*Elymus vilosus*)
Virginia wild rye (*Elymus virginicus*)
Fowl manna grass (*Glyceria striata*)

Bottlebrush grass (*Elymus hystrix*)
Switchgrass (*Panicum virgatum*)
Fowl bluegrass (*Poa palustris*)
Little bluestem (*Schizachyrium scoparium*)
Prairie cordgrass (*Spartina pectinata*)

Meadow anemone (*Anemone Canadensis*)
Canada milk vetch (*Astragalus canadensis*)
Drummond's aster (*Symphotrichum drummondii*)
Tall coreopsis (*Coreopsis tripteris*)
Canada tick trefoil (*Desmodium canadense*)
Purple coneflower (*Echinacea purpurea*)
Sneezeweed (*Helenium autumnale*)
Sawtooth sunflower (*Helianthus grosseserratus*)
Pale-leaved sunflower (*Helianthus strumosus*)
Bergamot (*Monarda fistulosa*)
Obedient plant (*Physostegia virginiana*)
Mountain mint (*Pycnanthemum virginiana*)
Sweet black-eyed Susan (*Rudbeckia subtomentosa*)
Grass-leaved goldenrod (*Solidago graminifolia*)
Culver's root (*Veronicastrum virginicum*)
Blue vervain (*Verbena hastata*)

METHOD OF MEASUREMENT

Shady Infiltration Seed Mix shall be paid per Square Yard acceptably placed.

BASIS OF PAYMENT

Shady Infiltration Seed Mix shall be measured as described above and shall be paid at the contract unit price, which shall constitute full compensation for provision and placement of seed as defined in this section and Article 207 of the Standard Specifications.

Turbidity Barrier

(1069)

Wisconsin Department of Natural Resources
Conservation Practice Standard

I. Definition

A temporary fabric barrier with very low permeability, installed in or near the bed of a waterway or waterbody to minimize sediment transport and is installed parallel to flow. Turbidity barrier cannot be installed perpendicular to a moving channel.

II. Purposes

The purpose of this practice is to provide sediment containment while construction activities are occurring in or directly adjacent to a waterway or waterbody.

III. Conditions Where Practice Applies

This practice applies where construction activities intrude or are directly adjacent to a waterway or waterbody. This includes but is not limited to bridge construction, rip rap placement, utility work, streambank restoration, boat launches and dredging.

Use turbidity barriers in conditions with fine soils and flow velocities not exceeding 5 feet per second, unless additional reinforcement is installed.

IV. Federal, State, and Local Laws

Users of this standard shall be aware of applicable federal, state, and local laws, rules, regulations, or permit requirements governing the use and placement of turbidity barriers. This standard does not contain the text of federal, state, or local laws.

V. Criteria

This section establishes the minimum standards for design, installation and performance requirements.

A. **Installation** – Details of construction not listed in the text shall conform to the pertinent requirements of Figures 1 and 2.

1. The barrier shall be installed before construction activities are initiated in, or

adjacent to the waterway or waterbody. Install the turbidity barrier as close to the construction as practical. The barrier shall remain in place and be maintained until the construction activity is completed and the disturbed area *stabilized*¹.

2. The ends of the barrier shall be securely anchored and keyed into the shoreline to fully enclose the area where sediment may enter the water.
3. Driven steel posts shall be used to hold the barrier in position. The maximum spacing between posts shall be 10 feet. When barrier height exceeds 8 feet, post spacing may need to be decreased.

When bedrock prevents the installation of posts, float devices may be used. Flotation devices shall be flexible, buoyant units contained in an individual flotation sleeve or collar attached to the turbidity barrier. Use solid expanded polystyrene logs or equivalent having a 49 square inch minimum end area. Do not use polystyrene beads or chips. Buoyancy provided by the flotation devices shall be sufficient to support the weight of the turbidity barrier and maintain a freeboard of at least three inches above the water surface. Refer to Figure 1.

4. The barrier and steel posts shall extend from the bottom of the waterway or waterbody to an elevation 2 feet above the anticipated high water level during the time of year and duration the barrier will be in place. The elevation shall not exceed the top of bank.
5. Ballast shall be used to hold the barrier in a vertical position. Bottom load lines shall consist of a chain incorporated into the bottom hem of the screen, of sufficient weight to serve as ballast to hold the screen in a vertical position. Additional anchorage shall be provided if necessary.

¹ Words in the standard that are shown in italics are described in X. Definitions. The words are italicized the first time they are used in the text.

6. Danger buoys shall be used as directed by the Coast Guard or DNR permit when working in navigable waters.
7. Turbidity barriers shall be installed parallel to the direction of flow and shall not be installed across channels.

B. Material

1. Reusable components of the turbidity barrier system shall be clean and free of potential exotic species. Fabric cannot be reused.
2. Top load lines shall consist of 5/16 inch steel cable.
3. Fabric shall be selected according to the specifications in Table 1.

Table 1

Requirement	Method	Value
Min. grab tensile strength	ASTM D 4632	200 lb (890 N)
Min. puncture strength	ASTM D 4833	90 lb (400 N)
Maximum permeability	ASTM D 4491	$\leq 1 \times 10^{-7}$ cm/s
Min. ultraviolet stability	ASTM D 4355	70%

Source: WisDOT Spec 628.2.10.

VI. Considerations

- A. The 5 feet per second flow velocity specified in Section III can be the base flow of the stream or the base flow plus the addition of storm event runoff. Base flow can be used alone for short term projects (typically one day duration, i.e. culvert installation) when the chance of precipitation is low. Longer term projects (i.e. bridge work) should consider storm flow in addition to base flow (typically the two year event).
- B. If the current exceeds 5 feet per second, other methods to divert flow away from the turbidity barrier such as temporary concrete traffic barriers, coffer dams, pumping, or sheet piling should be considered.
- C. Sediment that has been settled out by the turbidity barrier should only be removed if so directed by the regulatory authority because re-

suspension of sediment will likely occur during the removal process. Use of polymers may help prevent resuspension of sediment. See WDNR Technical Standard 1051 Sediment Control Water Application of Polymers for further guidance.

- D. Turbidity barriers are meant to manage sediment in the waterbody. The best way to prevent sediment from entering the waterbody is through the implementation of effective upland erosion control, stopping sediment transport at its source.
- E. Turbidity barriers should not be used to reduce the conveyance capacity of the channel. An example is use on bridge projects where the turbidity barrier is installed adjacent to each abutment simultaneously.
- F. Turbidity barriers may be installed on the banks of a waterway or waterbody if higher water levels are anticipated during construction.

VII. Plans and Specifications

Plans and specifications for installing a turbidity barrier shall be in keeping with this standard and attached detail drawing and shall describe the requirements for applying the practice to achieve its intended purpose:

- A. Location of turbidity barrier.
- B. Material specification conforming to standard.
- C. All plans, standard detail drawings, or specifications shall include schedule sequence or notes for installation, inspection, and maintenance. The responsible party shall be identified.

VIII. Operation and Maintenance

- A. Turbidity barriers shall be inspected daily and repaired if necessary.
- B. Turbidity barriers shall not be removed until the water behind the barrier has equal or greater clarity than the waterway or waterbody.
- C. Care shall be taken when removing the barrier to minimize the release or re-suspension of accumulated sediment.
- D. To prevent the spread of exotic species turbidity barriers shall not be reused on other sites. Buoys

and chains can be reused but shall be either disinfected with vinegar or cleaned with hot water greater than 104 deg. F then allowed to completely dry for a minimum period of five days. If there are any questions about the occurrence of zebra mussels, Eurasian watermilfoil, or other aquatic invasive species in a waterbody that you are working in, or intend to work in, contact your local DNR staff.

IX. References

WisDOT Facilities Development Manual: Chapter 10, Section 10, Subject 45, Turbidity Barrier

X. Definitions

Stabilized (V.A.1): Means that all land disturbing construction activities at the construction site have been completed, and that a uniform perennial vegetative cover has been established with a density of at least 70% of the cover for the unpaved areas and areas not covered by permanent structures, or that employ equivalent stabilization measures.

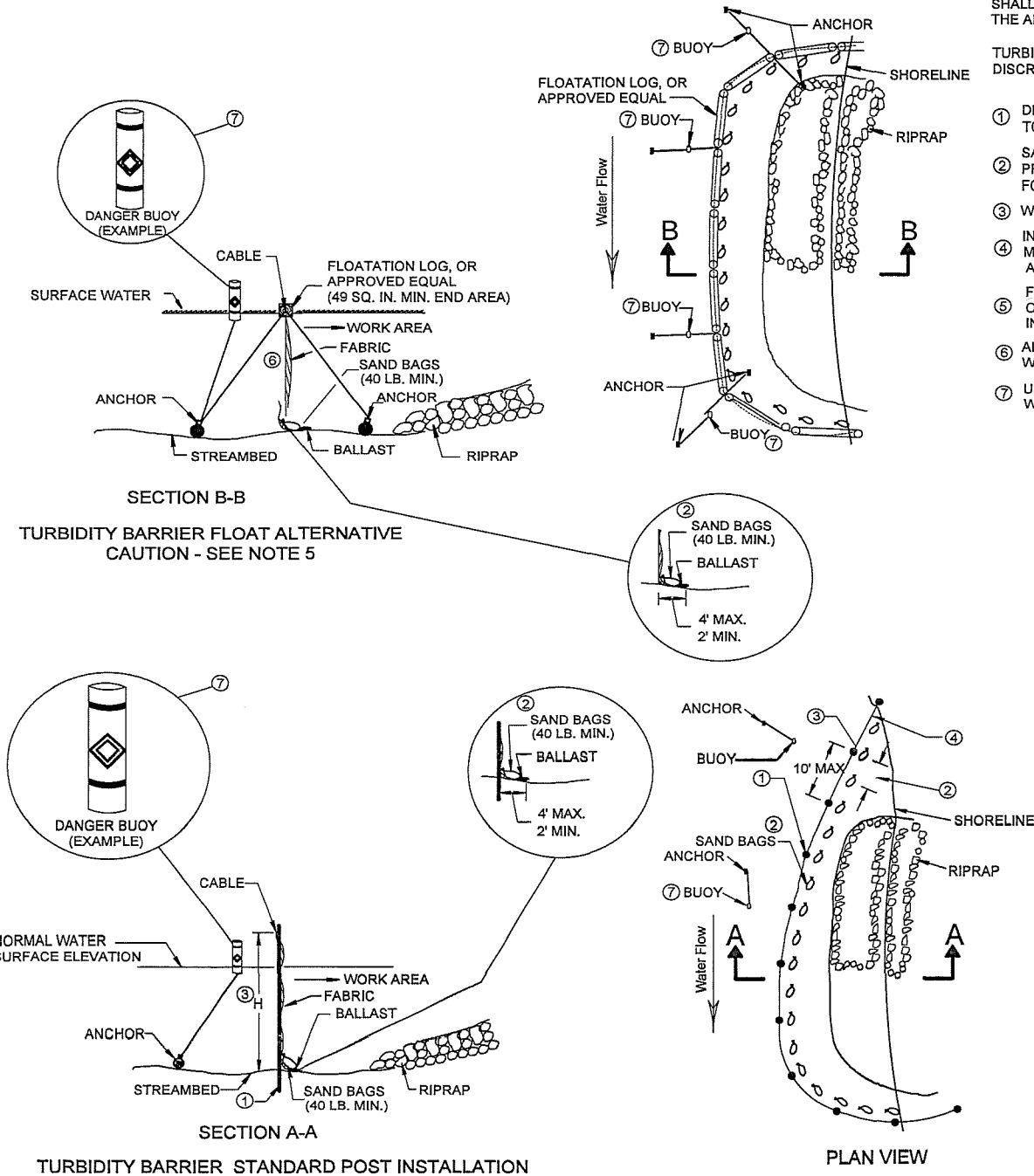
Figure 1. Turbidity Barrier Placement Details

GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD AND THE APPLICABLE SPECIAL PROVISIONS

TURBIDITY BARRIER MAY BE REMOVED AT THE ENGINEERS OR PROJECT MANAGERS DISCRETION, WHEN PERMANENT EROSION CONTROL MEASURES HAVE BEEN ESTABLISHED.

- ① DRIVEN STEEL POSTS, PIPES, OR CHANNELS. LENGTH SHALL BE SUFFICIENT TO SECURELY SUPPORT BARRIER AT HIGH WATER ELEVATIONS.
- ② SANDBAGS TO BE USED AS ADDITIONAL BALLAST WHEN ORDERED BY THE ENGINEER OR PROJECT MANAGER TO MEET ADVERSE FIELD CONDITIONS. SPACE AS APPROPRIATE FOR SITE CONDITIONS.
- ③ WHEN BARRIER HEIGHT, H, EXCEEDS 8 FT., POST SPACING MAY NEED TO BE DECREASED.
- ④ IN WATERWAYS SUBJECT TO FLUCTUATING WATER ELEVATIONS, PROVISIONS SHOULD BE MADE TO ALLOW THE WATER TO EQUALIZE ON EACH SIDE OF THE BARRIER. THIS MAY BE ACCOMPLISHED BY LEAVING A PORTION OF THE BARRIER OPEN ON THE UPSTREAM END.
- ⑤ FLOAT ALTERNATIVE WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL OF THE ENGINEER OR PROJECT MANAGER, AND IS MEANT FOR LOCATIONS WHERE BED ROCK PREVENTS THE INSTALLATION OF POSTS.
- ⑥ ALLOW SUFFICIENT SLACK VERTICALLY AND HORIZONTALLY SO THAT SEDIMENT BUILD UP WILL NOT SEPARATE OR LOWER THE TURBIDITY BARRIER.
- ⑦ USE AS DIRECTED BY COAST GUARD OR DNR PERMIT WHEN WORKING IN NAVIGABLE WATERWAYS.

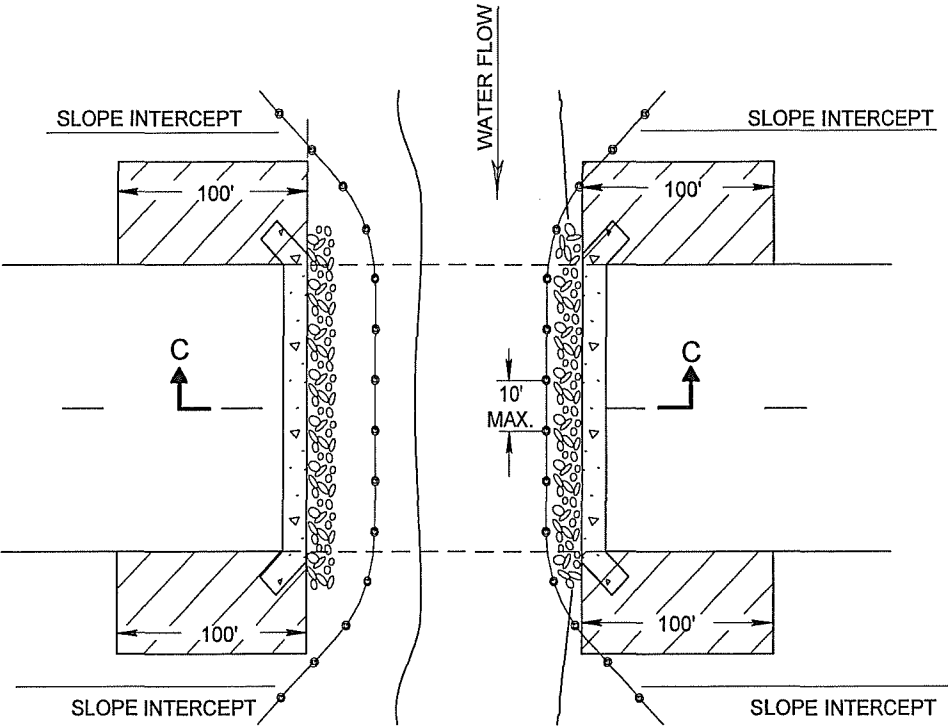


NOT TO SCALE

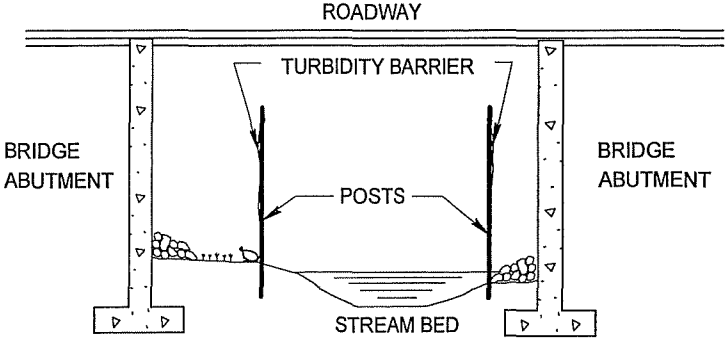
FIGURE 2. TURBIDITY BARRIER DETAIL SHOWING TYPICAL PLACEMENT AT STRUCTURES

GENERAL NOTE

FLOAT ALTERNATIVE WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL OF THE ENGINEER OR PROJECT MANAGER AND IS MEANT FOR LOCATIONS WHERE BEDROCK PREVENTS THE INSTALLATION OF POSTS.



PLAN VIEW




SECTION C-C

NOT TO SCALE

This Drawing is Based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 11-2.



Legend

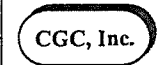
 Denotes Boring Location



Notes

1. Soil boring performed by Badger State Drilling in October of 2018
2. Boring location is approximate.

Scale: Reduced

<p>Date: 10/2018</p>		<p style="text-align: center;">Soil Boring Location Plan Spring Harbor Boat Launch Retaining Wall Madison, WI</p>
<p>Job No. C18051-17</p>		



LOG OF TEST BORING

Project Spring Harbor Boat Launch Retaining Wall
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 857±
 Job No. C18051-17
 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)		q _u (qa) (tsf)	W	LL	PL	LI
1	6	M	8	0	FILL: Loose to Very Loose Sand and Gravel with Silt and Clay to 8 ft Loose Gray Sand with Silt, Gravel and Peat to 12 ft Medium Dense, Brown Fine to Medium SAND, Little to Some Silt and Gravel (SP-SM/SM) Medium Dense to Dense, Brown Fine to Coarse Sand and Gravel, Little Silt (SP-SM/GP-GM) Dense, Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM) End Boring at 30 ft Backfilled with Bentonite Slurry and Chips					
2	6	M	4	4						
3	8	W	3	8						
4	8	W	8	12						
5	14	W	16	16						
6	10	W	19	20						
7	10	W	44	25						
8	16	W	34	30						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 6.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 10/26/18 End 10/26/18
 Driller BSD Chief MC Rig CME-55
 Logger KD Editor ESF
 Drill Method 2 1/4" HSA to 12', 3 7/8"
RB with Mud to 30'; Autohammer

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

Spring Harbor Boat Launch Retaining Wall

Table 1 - Recommended Design Lateral Earth Pressure Parameters

Soil Description	Friction Angle, Φ	Cohesion, psf	Saturated Unit Weight, pcf	Earth Pressure Coefficients	
				Active, K_a	Passive, K_p
New Structural Fill	30	--	125	0.33	3.0
Existing Loose Sand Fill	28	--	120	0.36	2.8
Medium Dense Sand, SPT Blow Counts <30	32	--	120	0.31	3.3
Dense Sand, SPT Blow Counts >30	38	--	135	0.24	4.2



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Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
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Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Deputy City Engineer
Gregory T. Fries, P.E.
Deputy Division Manager
Kathleen M. Cryan
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Janet Schmidt, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.
Facilities & Sustainability
Bryan Cooper, Principal Architect
**Land Information &
Official Map Manager**
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

September 1, 2021

**NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8525**

SPRING HARBOR OUTFALL REPAIR

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

BID EXPRESS:

Engineers Estimate has been updated.

CONTRACT:

ADD:

SECTION 104.6 DECREASED AND DELETED ITEMS

The storm quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

ADD:

BID ITEM 50229 – UTILITY TRENCH PATCH TEMPORARY

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to provide a temporary utility trench patch over utility corridors as shown in the plan set, including areas in which temporary curb is identified. All work shall be done in accordance with the City of Madison Standard Specifications. Temporary concrete (minimum 5" thick) may also be used as a temporary pavement patch.

PLANS:

Delete Pages EC-1, P-1 – P-3, U-1, U-2 and D-1 replace with attached Pages EC-1, P-1 – P-3, U-1, U-2 and D-1. Several design changes have been made on these pages, including the removal of a significant quantity of storm sewer work in Lake Mendota Dr and the replacement of a short length of existing sanitary sewer lateral with pressure pipe. Additionally, the profile of existing utilities on sheet U-1 has changed after correcting for poor survey. Additional changes include increased labeling for clarity.

PROPOSAL:

See below for a summary of items that have been removed, added or revised. Refer to the proposal for updated quantities. See proposal on bidexpress.com.

ITEMS:

Action	Bid Item	Description
MODIFY	20202	FILL BORROW (UNDISTRIBUTED)
MODIFY	20219	BREAKER RUN (UNDISTRIBUTED)
MODIFY	20303	SAWCUT ASPHALT PAVEMENT
MODIFY	20313	REMOVE INLET
MODIFY	20322	REMOVE CONCRETE CURB & GUTTER
MODIFY	20323	REMOVE CONCRETE SIDEWALK & DRIVE
MODIFY	20335	ABANDON SEWER PIPE WITH SLURRY
MODIFY	20336	PIPE PLUG
MODIFY	30201	TYPE "A" CONCRETE CURB & GUTTER
MODIFY	30302	7 INCH CONCRETE SIDEWALK & DRIVE
MODIFY	40202	HMA PAVEMENT 4 LT 58-28 S
MODIFY	40218	TACK COAT
MODIFY	40311	PULVERIZE AND SHAPE
MODIFY	40321	UNDERCUT (UNDISTRIBUTED)
MODIFY	50211	SELECT BACKFILL FOR STORM SEWER
MODIFY	50229	UTILITY TRENCH PATCH TEMPORARY
MODIFY	50401	12 INCH TYPE I RCP STORM SEWER PIPE (UNDISTRIBUTED)
MODIFY	50723	3'X3' STORM SAS
MODIFY	50792	STORM TAP
ADD	50212	SELECT BACKFILL FOR SANITARY SEWER
ADD	50355	SANITARY SEWER LATERAL – PRESSURE PIPE
ADD	50361	WASTEWATER CONTROL
ADD	50402	15 INCH TYPE I RCP STORM SEWER
DELETE	20311	REMOVE SEWER ACCESS STRUCTURE
DELETE	50101	RCBC ROOF REPAIR, TYPE I

DELETE	50403	18 INCH TYPE I RCP STORM SEWER PIPE
DELETE	50727	SADDLED STORM
DELETE	50741	TYPE "H" INLET
DELETE	50802	CONCRETE SUPPORTS

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

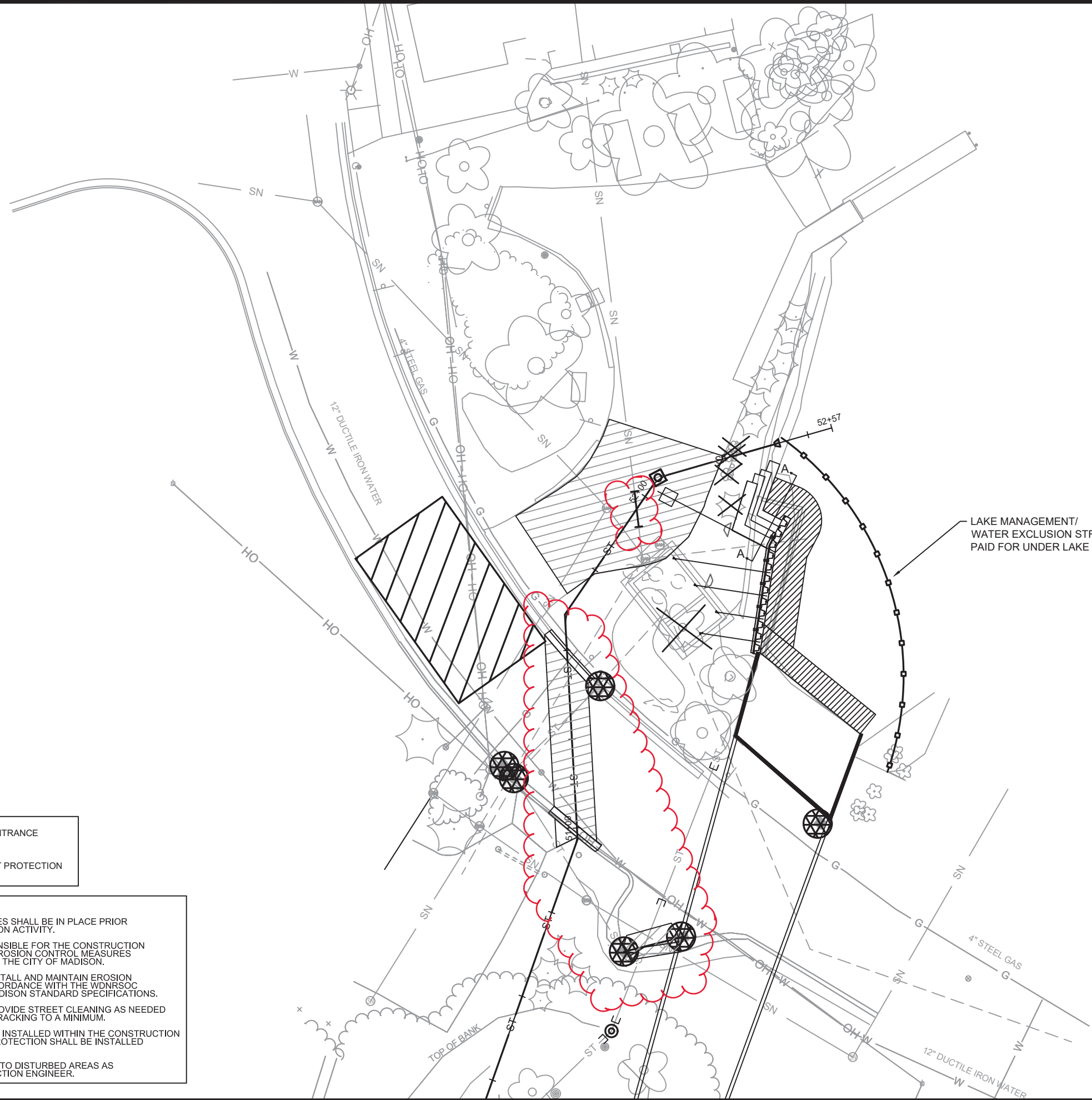
Electronic version of these documents can be found on the Bid Express web site at:
<http://www.bidexpress.com>

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



Sincerely,

Christy Bachmann on behalf of:
Robert F. Phillips, P.E., City Engineer

REV 8/30/21 LES



LAKE MANAGEMENT/
WATER EXCLUSION STRUCTURE
PAID FOR UNDER LAKE & STORM CONTROL

 CONSTRUCTION ENTRANCE
 RIGID FRAME INLET PROTECTION

EROSION CONTROL NOTES:

EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY.

THE CONTRACTOR IS RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES UNTIL FINAL ACCEPTANCE BY THE CITY OF MADISON.

THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH THE WDNR SOC STANDARDS AND CITY OF MADISON STANDARD SPECIFICATIONS.

THE CONTRACTOR SHALL PROVIDE STREET CLEANING AS NEEDED ON A DAILY BASIS TO KEEP TRACKING TO A MINIMUM.

INLET PROTECTION SHALL BE INSTALLED WITHIN THE CONSTRUCTION LIMITS. ADDITIONAL INLET PROTECTION SHALL BE INSTALLED AS DIRECTED.

POLYMER SHALL BE APPLIED TO DISTURBED AREAS AS DIRECTED BY THE CONSTRUCTION ENGINEER.

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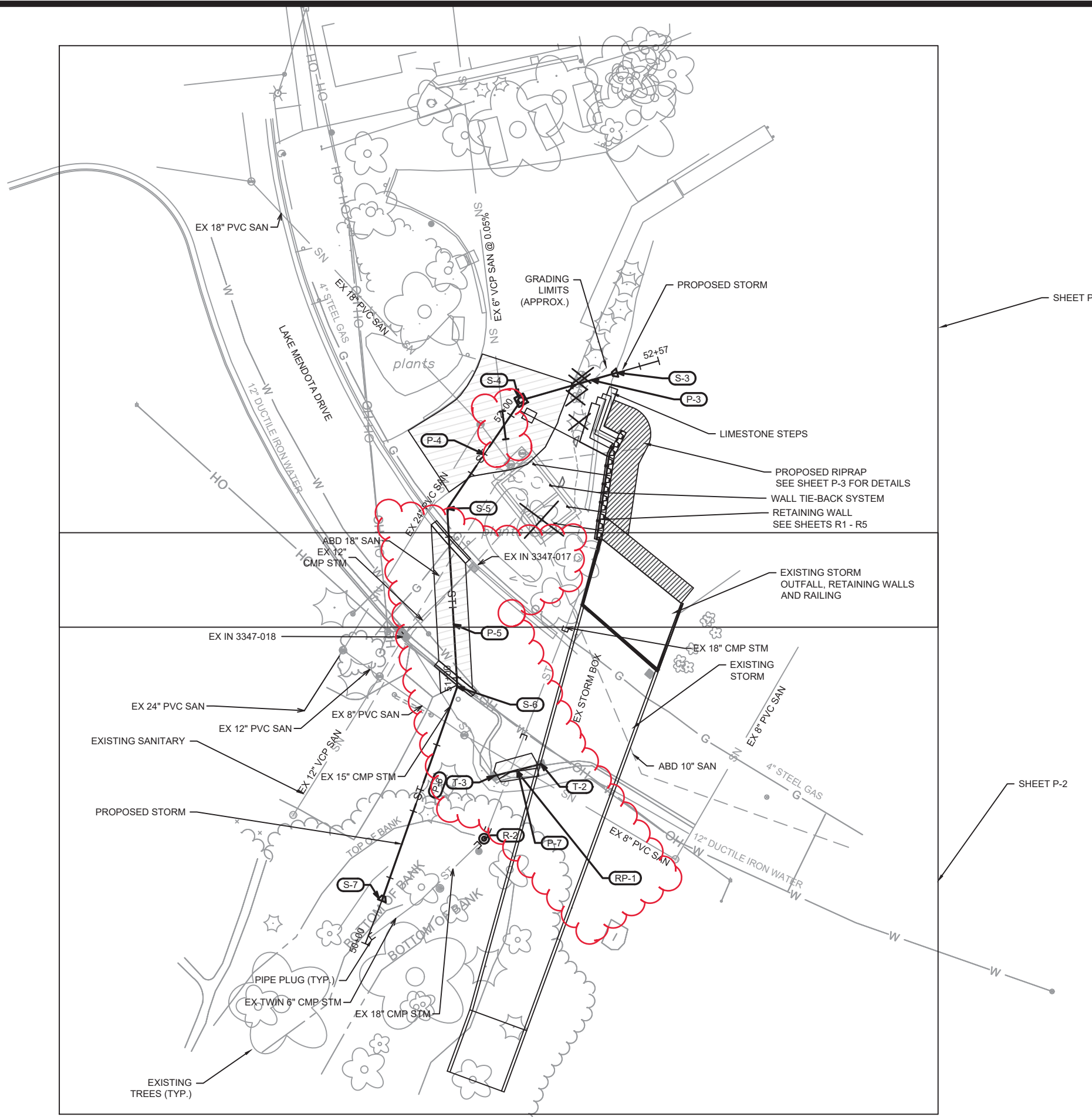
12154
 MADISON, WI
 CONTRACT NO: 8525

EROSION CONTROL PLAN
 SPRING HARBOR OUTFALL REPAIR
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12154
EC-1

REV 8/30/21 LES



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12154
 MADISON, WI
 CONTRACT NO: 8525

PROPOSED CONDITIONS - OVERVIEW
 SPRING HARBOR OUTFALL REPAIR
 CITY OF MADISON



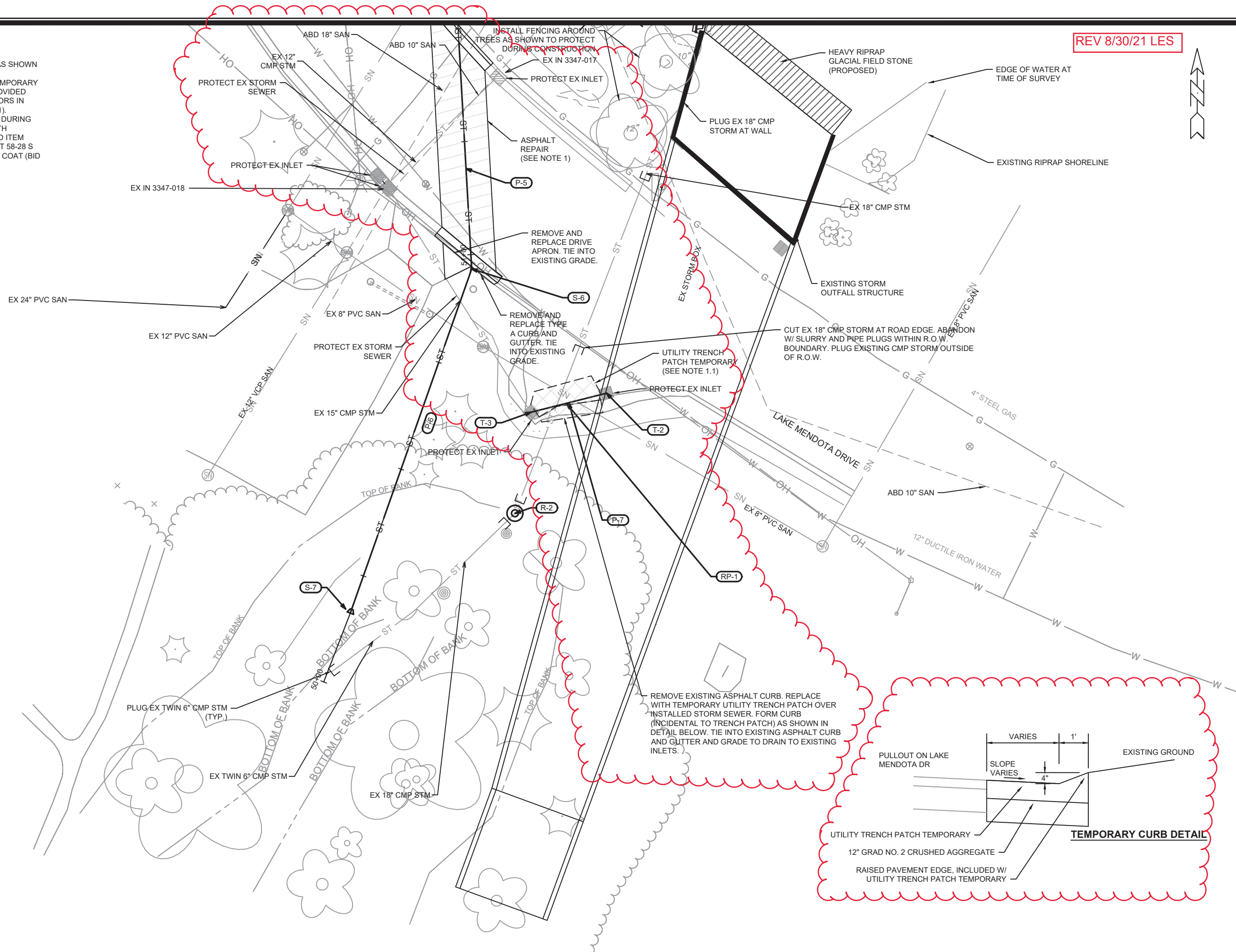
12154
 P-1

Designed By: LES
 Date: ##/##/###
 Scale: 1" = 40'
 P-1

NOTES

1. IN AREA OF ASPHALT REPAIR, AS SHOWN IN THE PLANS:
 - 1.1. UTILITY TRENCH PATCH TEMPORARY (BID ITEM 50229) TO BE PROVIDED OVER ALL UTILITY CORRIDORS IN PHASE I (FALL/WINTER 2021).
 - 1.2. ASPHALT TO BE REPAIRED DURING PHASE II (SPRING 2022) WITH PULVERIZE AND SHAPE (BID ITEM 40311), HMA PAVEMENT 4 LT 58-28 S (BID ITEM 40202) AND TACK COAT (BID ITEM 40218).

REV 8/30/21 LES



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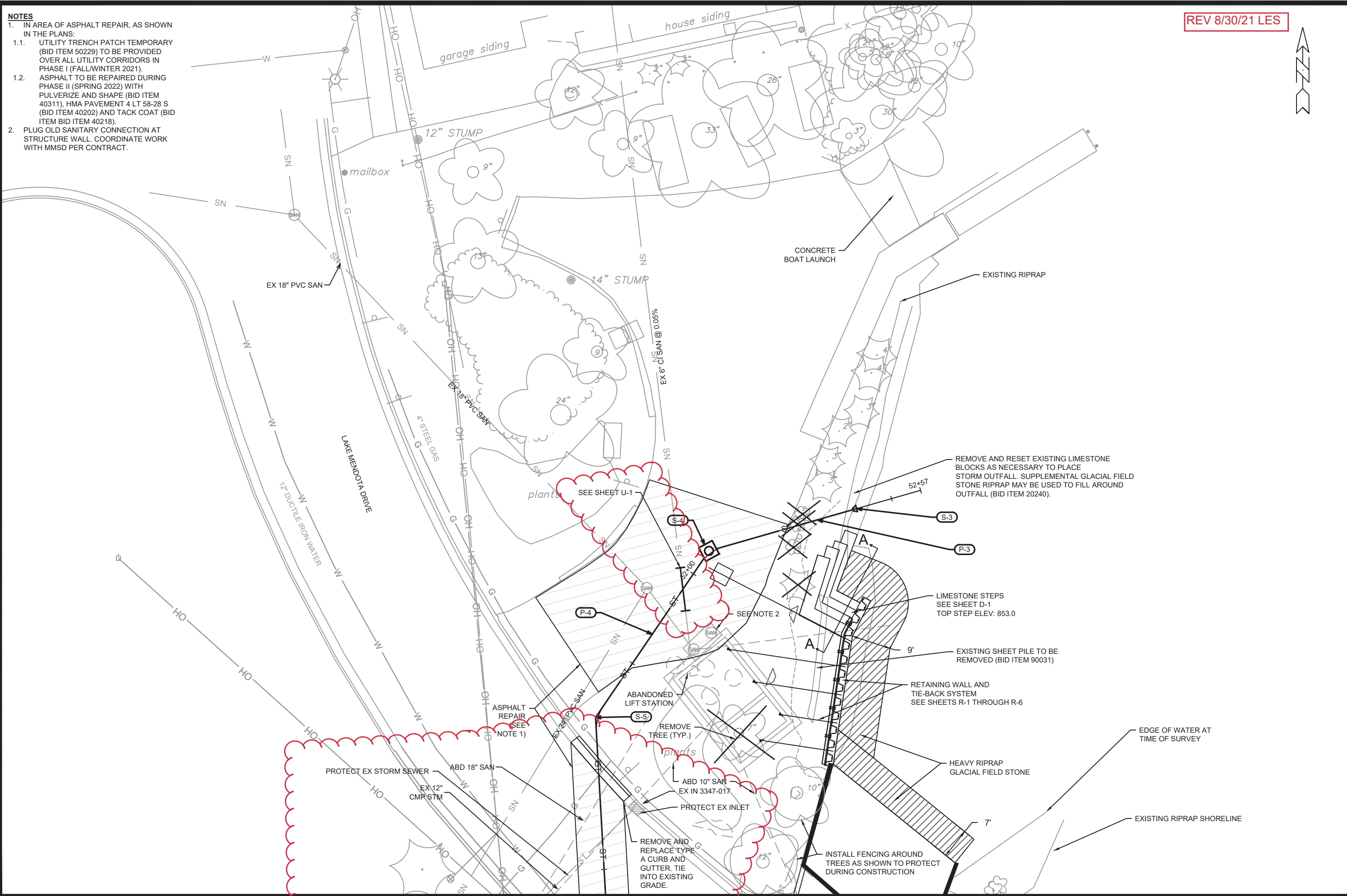
12154
 MADISON, WI
 CONTRACT NO: 8525

STORM SEWER AND ROAD REPAIRS
 SPRING HARBOR OUTFALL REPAIR
 CITY OF MADISON



- NOTES**
- IN AREA OF ASPHALT REPAIR, AS SHOWN IN THE PLANS:
 - UTILITY TRENCH PATCH TEMPORARY (BID ITEM 50229) TO BE PROVIDED OVER ALL UTILITY CORRIDORS IN PHASE I (FALL/WINTER 2021).
 - ASPHALT TO BE REPAIRED DURING PHASE II (SPRING 2022) WITH PULVERIZE AND SHAPE (BID ITEM 40311), HMA PAVEMENT 4 LT 58-28 S (BID ITEM 40202) AND TACK COAT (BID ITEM 40218).
 - PLUG OLD SANITARY CONNECTION AT STRUCTURE WALL. COORDINATE WORK WITH MMSD PER CONTRACT.

REV 8/30/21 LES



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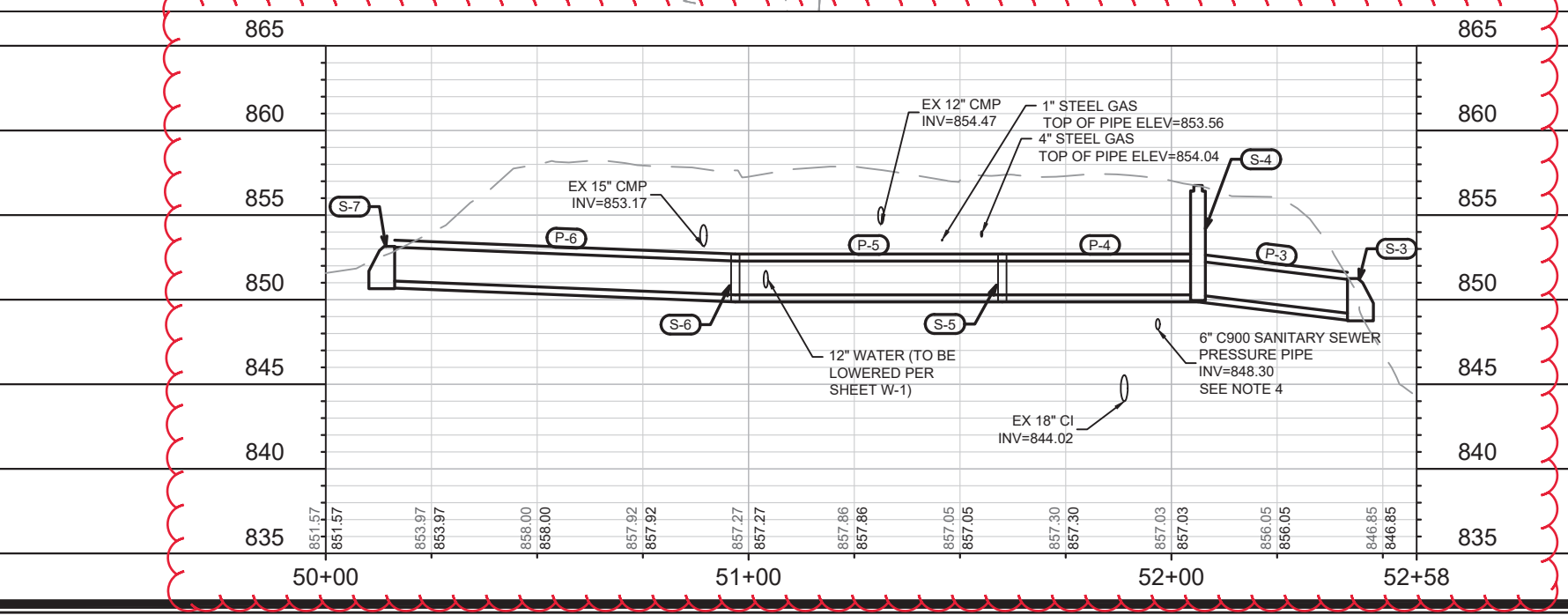
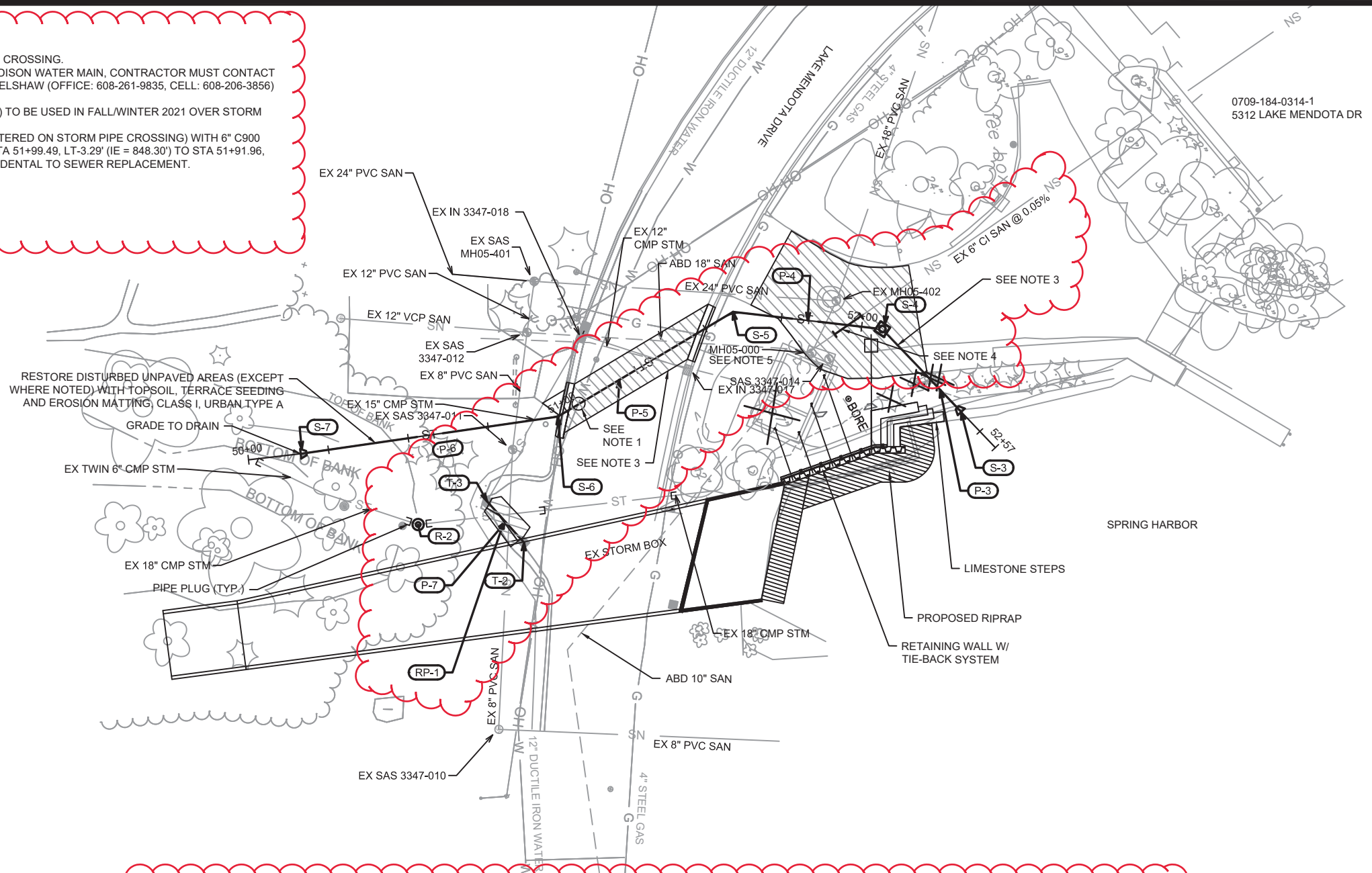
12154
MADISON, WI
CONTRACT NO: 8525

STORM SEWER AND ROAD REPAIRS
SPRING HARBOR OUTFALL REPAIR
CITY OF MADISON



12154
P-3

- NOTES**
- SEE SHEET W-1 FOR DETAILS OF WATER/STORM PIPE CROSSING.
 - WHERE WORK MUST BE PERFORMED ON CITY OF MADISON WATER MAIN, CONTRACTOR MUST CONTACT WATER UTILITY CONSTRUCTION SUPERVISOR JEFF BELSHAW (OFFICE: 608-261-9835, CELL: 608-206-3856) AT LEAST ONE WEEK PRIOR TO WORK.
 - UTILITY TRENCH PATCH TEMPORARY (BID ITEM 50229) TO BE USED IN FALL/WINTER 2021 OVER STORM SEWER CORRIDOR UNDER STREET/PARKING LOT.
 - REPLACE 10' EXISTING 6" CI SANITARY LATERAL (CENTERED ON STORM PIPE CROSSING) WITH 6" C900 SANITARY SEWER LATERAL PRESSURE PIPE FROM STA 51+99.49, LT-3.29' (IE = 848.30') TO STA 51+91.96, RT-3.29' (IE = 848.30'). STRONGBACK FERNCOS (2) INCIDENTAL TO SEWER REPLACEMENT.
 - MMSD MH05-000
IE (6" CI) (N) = 848.29'
IE (18" VCP) (N) = 844.19'



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MADISON, WI
8525
CONTRACT NO:

PLAN AND PROFILE - STORM SEWER
SPRING HARBOR OUTFALL REPAIR
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12154
U-1

STORM SEWER SCHEDULE

*REV 8/30/21 LES

SPRING HARBOR OUTFALL REPAIR	SHEET NO.
PROJECT NO. 12154	U-STM
STORM SEWER SCHEDULE	
CITY OF MADISON	

PROPOSED STORM STRUCTURES

STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES
* S-1	51+02.18	RT-41.38	SADDLED 3X3 STORM SAS	857.61	851.00	6.61	FP; SEE SPEC. NOTE 1
* S-2	51+25.99	RT-9.64	3X3 STORM SAS	857.53	853.52	4.01	W/ R-1550-0054
* S-2A	51+15.40	LT-17.27	H INLET	857.57	854.14	3.43	FP; W/ R-3067-7004VB
S-3	52+41.63	CL	24-IN RCP AE W/ GATE	-	849.20	-	
* S-4	52+06.29	LT-0.63	3X3 STORM SAS	856.75	850.28	6.47	W/ R-1550-0054
* S-5	51+59.99	LT-0.56	PRECAST 24-IN 37.7° RCP BEND	-	850.28	-	SEE BID ITEM 90036
* S-6	50+96.85	RT-0.20	PRECAST 24-IN 22.8° RCP BEND	-	850.28	-	SEE BID ITEM 90037
S-7	50+16.30	CL	24-IN RCP AE W/ GATE	-	851.10	-	

PROPOSED STORM PIPES

PIPE NO.	FROM (DNSTM)	TO (UPSTM)	DISCH. E.I.	INLET E.I.	PLAN (PAY) LGTH (FT)	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	TYPE	NOTES
* P-1	S-1	S-2	853.32	853.52	40	37	0.55%	18"	RCP	
* P-2	S-2	T-1	854.01	854.56	13	10	5.74%	12"	RCP	
* P-2A	S-2	S-2A	854.01	854.14	29	26	0.50%	12"	RCP	
* P-3	S-3	S-4	849.2	850.28	35	34	3.15%	24"	RCP	
* P-4	S-4	S-5	850.28	850.28	47	45	0.00%	24"	RCP	
* P-5	S-5	S-6	850.28	850.28	63	63	0.00%	24"	RCP	
* P-6	S-6	S-7	850.28	851.1	81	81	1.02%	24"	RCP	
* P-7	T-2	T-3	851.74	852.18	17	15	3.00%	15"	RCP	

PROPOSED STORM TAPS

TAP NO.	STRUC. NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
* T-1	IN 3347-017	51+39.41	RT-8.88	857.46	854.56	2.90	12" RCP
* T-2	EX. SADDLED STRUC	50+80.91	RT-37.20	856.25	851.74	4.51	
* T-3	EX. IN 3347-019	50+71.38	RT-22.85	856.03	852.18	3.85	

PROPOSED STORM REMOVALS

REMOVAL NO.	STRUC. NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
* R-1	EX. IN 3347-018	51+14.21	LT-15.70	857.57	854.14	3.43	REPLACE W/ S-2A
R-2	EX. STM STRUC	50+49.16	RT-26.97	858.26	-	-	
* R-3	EX. IN 3347-019	50+71.38	RT-22.85	856.03	852.18	3.85	
* R-4	EX. SADDLED STRUC	50+80.91	RT-37.20	856.25	851.74	4.51	

PROPOSED STORM PIPE REMOVALS

REMOVAL NO.	REMOVE FROM	REMOVE TO	LGTH (FT)	PIPE SIZE	PIPE TYPE	PAID (Y/N)	NOTES
* RP-1	T-2	T-3	17	15"	CMP	N	

SPECIFIC NOTES:

1) SADDLED SAS TO BE CONSTRUCTED PER CITY OF MADISON S.D.D. 5.7.9A (TYPE B); W/ R-1550-0054 CASTING; DEPTH TO BE VERIFIED IN THE FIELD

STANDARD NOTES:

- PLAN LENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.

- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN

- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.

- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS's.

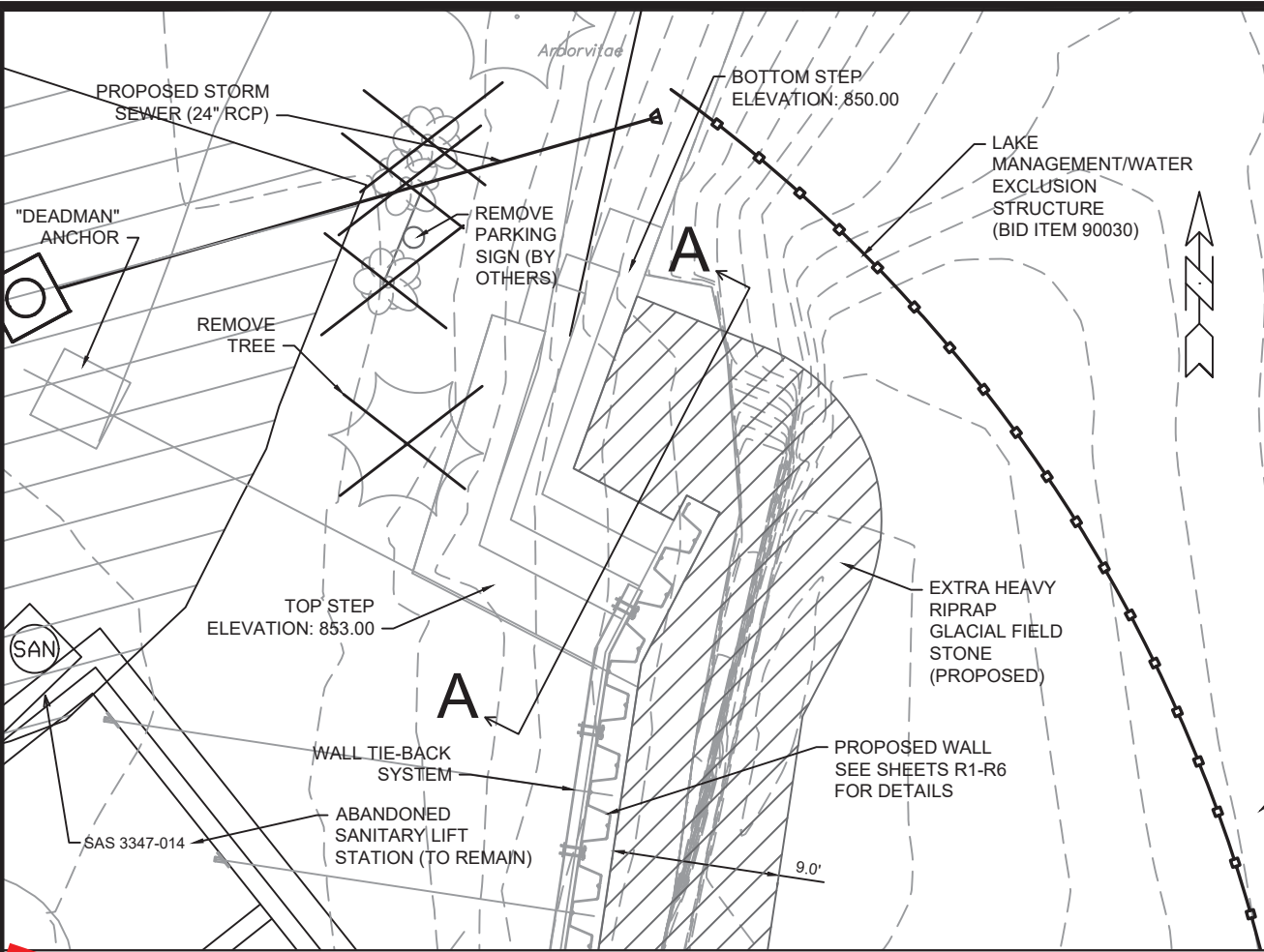
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.

- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.

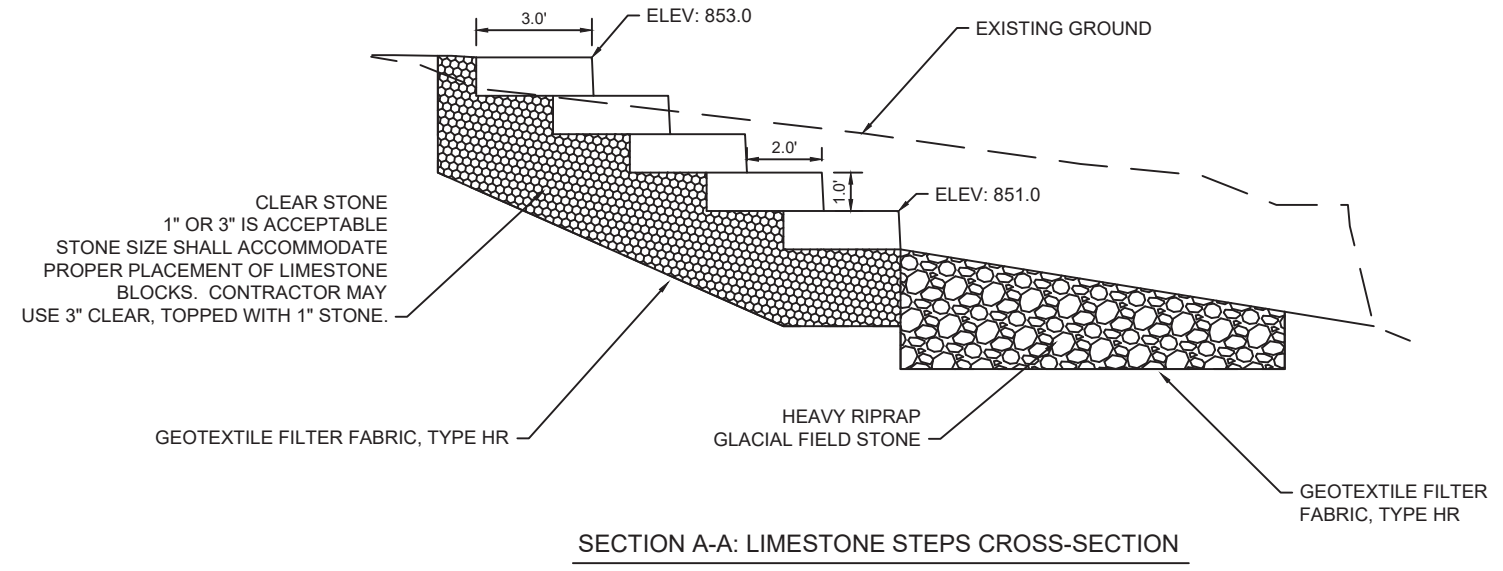
- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3. ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.

- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT LAUREN STRIEGL OF CITY ENGINEERING AT (608) 266-4094 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO LSTRIEGL@CITYOFMADISON.COM.

- ALL REBAR FOR FIELD POUR STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.

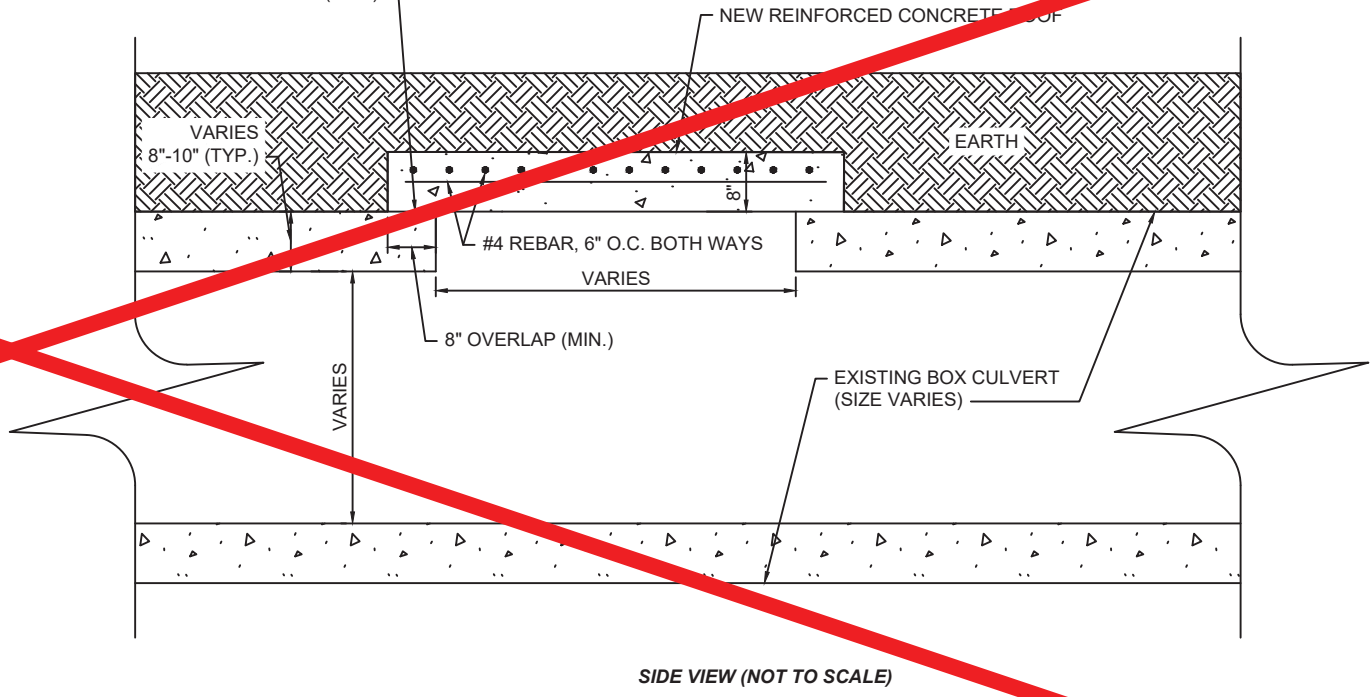
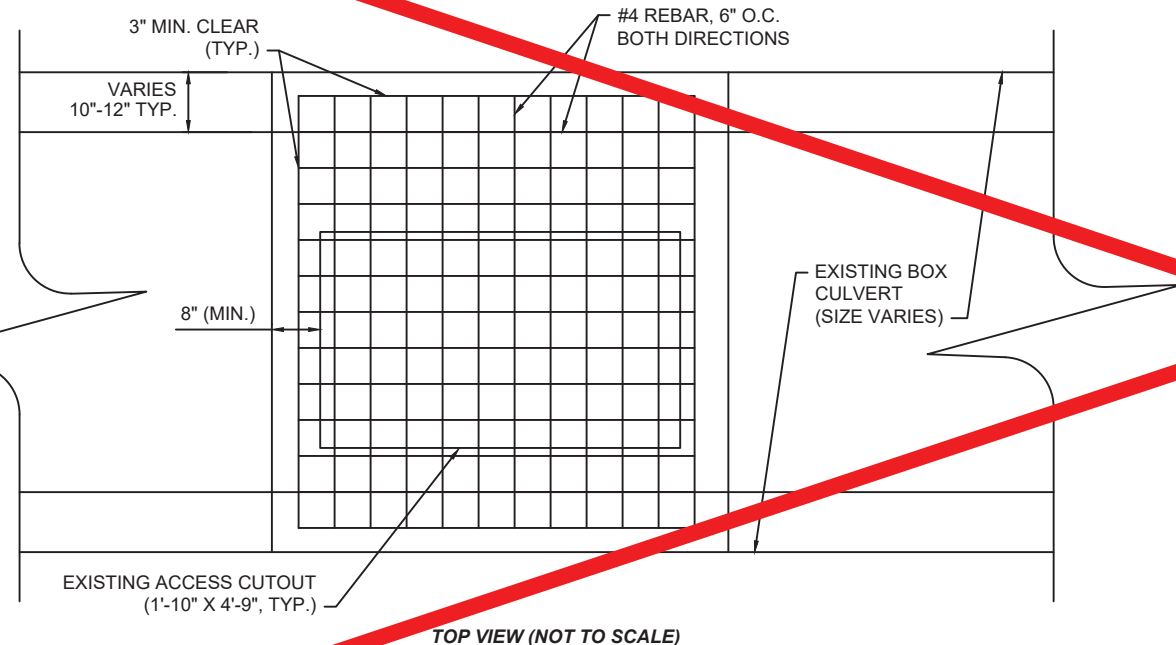


- LIMESTONE STEP SIZING:
1. HEIGHT: 10" - 14"
 2. WIDTH: 32" - 38"
 3. LENGTH: 24" - 48"
 4. SURFACES CAN BE EITHER SNAPPED OR CUT, PROVIDED PLACEMENT GUIDELINES LISTED BELOW ARE MET. CHISELING OF INDIVIDUAL STONES MAY BE NECESSARY.
- PLACE STONES SUCH THAT:
- 60% OF ALL JOINED FACES ARE IN DIRECT CONTACT
 - MAXIMUM GAP BETWEEN STONES IS < 1.5"
 - VARIATION ALONG EACH STEP LAYER IS < 1" OR WITHIN THE NATURAL VARIATION OF THE STONE SURFACE
 - SEAMS SHALL OVERLAP AT LEAST 30% OF THE STONE BELOW IT



NOTE:
NEW ROOFS FOR TYPE I RCBC ROOF REPAIR SHALL BE POURED SEPARATELY FROM THE EXISTING BOX CULVERT. NEW ROOFS SHALL BE POURED ON A LEVEL, FLAT SURFACE.

SEALTIGHT COLD PLASTIC SEWER JOINT COMPOUND OR AIR ENTRAINED TYPE M OR S MORTAR (PER THE CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION) (TYP.)



DETAIL: RCBC ROOF REPAIR, TYPE I (NO CASTING)

MARK	REVISION	DATE	BY	SCALE
12154	LES	04-12-2021	LES	NOT TO SCALE

12154
MADISON, WI
8525
CONTRACT NO:

DETAILS
SPRING HARBOR OUTFALL REPAIR
CITY OF MADISON





Department of Public Works

Engineering Division

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

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

Deputy City Engineer

Gregory T. Fries, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

Land Information & Official Map Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

September 7, 2021

NOTICE OF ADDENDUM ADDENDUM NO. 2 CONTRACT NO. 8525

SPRING HARBOR OUTFALL REPAIR

Clarify the contract document(s) for the above project as stated in this addendum. This clarification is in response to Bidder's questions; note that this addendum will NOT modify the contract document(s), which shall remain in effect.

RESPONSE TO BIDDER'S QUESTIONS:

Question 1: "Bid Item 90006 – Structural Steel Carbon 2,580LBS. What is this material for?"

Response 1: The structural steel will include the C10x30 Channels, the Plates for the Walers, and the Plates for the Deadman Anchors, as shown in the plan set.

Question 2: "A question I have is the painting of the sheet piles. This is to be completed per section 512.3 of the state standard specs. Per the spec it notes that we are to paint steel piles that are exposed in the completed work. Based on that information would we need to paint the piles as the concrete facing would be covering the piles?"

Response 2: Painting of the sheet piling will not be required for this contract.

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

Electronic version of these documents can be found on the Bid Express web site at:
<http://www.bidexpress.com>

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

Sincerely,

Christy Bachmann on behalf:
Robert F. Phillips, P.E., City Engineer

SECTION E: BIDDERS ACKNOWLEDGEMENT

SPRING HARBOR OUTFALL REPAIR
CONTRACT NO. 8525

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 - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 2 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

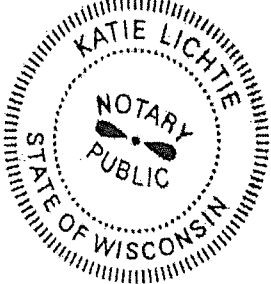
Dustin Bithnes
SIGNATURE

VP
TITLE, IF ANY

Sworn and subscribed to before me this 9 day of September, 2021.

[Signature]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 01-06-23

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



Contract 8525 – 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

SPRING HARBOR OUTFALL REPAIR
CONTRACT NO. 8525

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

Address: 8500 Greenwood Blvd Ste 202 Middleton WI 53562

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

Contact Person/Title: Dustin Bittner

Prime Bidder Certification

I, Dustin Bittner VP 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.

[Signature]
Witness' Signature

[Signature]
Bidder's Signature

9/9/2021
Date

SPRING HARBOR OUTFALL REPAIR

CONTRACT NO. 8525

DATE: 9/9/2021

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$1,500.00	\$1,500.00
10911.0 - MOBILIZATION (SPRING HARBOR) - LUMP SUM	1.00	\$85,810.00	\$85,810.00
10911.0 - MOBILIZATION (UPHAM CT) - LUMP SUM	1.00	\$9,450.00	\$9,450.00
20101.0 - EXCAVATION CUT - C.Y.	372.00	\$21.50	\$7,998.00
20130.0 - UNDERDRAIN - L.F.	40.00	\$41.84	\$1,673.60
20202.0 - FILL BORROW (UNDISTRIBUTED) - C.Y.	10.00	\$27.60	\$276.00
20205.0 - SELECT FILL - C.Y.	169.00	\$29.50	\$4,985.50
20217.0 - CLEAR STONE - TON	80.00	\$15.85	\$1,268.00
20219.0 - BREAKER RUN (UNDISTRIBUTED) - TON	51.00	\$96.55	\$4,924.05
20221.0 - TOPSOIL - S.Y.	435.00	\$12.10	\$5,263.50
20235.0 - HEAVY RIPRAP - TON	70.00	\$70.80	\$4,956.00
20240.0 - EXTRA HEAVY RIPRAP - GLACIAL FIELD STONE - TON	69.00	\$70.80	\$4,885.20
20241.0 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	522.00	\$4.05	\$2,114.10
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	184.00	\$3.25	\$598.00
20313.0 - REMOVE INLET - EACH	1.00	\$876.00	\$876.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	37.00	\$27.00	\$999.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	25.00	\$5.00	\$125.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	3.00	\$325.00	\$975.00
20336.0 - PIPE PLUG - EACH	6.00	\$321.00	\$1,926.00
20401.0 - CLEARING - I.D.	26.00	\$53.00	\$1,378.00
20406.0 - GRUBBING - I.D.	26.00	\$53.00	\$1,378.00
20701.0 - TERRACE SEEDING - S.Y.	365.00	\$4.00	\$1,460.00
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$525.00	\$2,100.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$345.00	\$345.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$987.00	\$987.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE (UNDISTRIBUTED) - L.F.	200.00	\$8.00	\$1,600.00
21049.0 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	6.00	\$325.00	\$1,950.00
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	6.00	\$200.00	\$1,200.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	6.00	\$100.00	\$600.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	365.00	\$5.00	\$1,825.00
21062.0 - EROSION MATTING, CLASS I, URBAN TYPE B - S.Y.	70.00	\$5.00	\$350.00
21093.0 - TURBIDITY BARRIER - COMPLETE - L.F.	60.00	\$52.50	\$3,150.00
30121.0 - EPOXY COATED BAR STEEL REINFORCING - LBS.	899.00	\$3.81	\$3,425.19
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	37.00	\$58.95	\$2,181.15
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	25.00	\$52.80	\$1,320.00
30450.0 - CONCRETE RETAINING WALL - S.F.	367.00	\$67.16	\$24,647.72
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	49.00	\$195.00	\$9,555.00
40218.0 - TACK COAT - GAL	14.00	\$3.00	\$42.00
40311.0 - PULVERIZE AND SHAPE - S.Y.	233.00	\$6.45	\$1,502.85
40321.0 - UNDERCUT (UNDISTRIBUTED) - CY	42.00	\$12.00	\$504.00
50202.0 - TYPE II DEWATERING - LUMP SUM	1.00	\$5.00	\$5.00

SPRING HARBOR OUTFALL REPAIR

CONTRACT NO. 8525

DATE: 9/9/2021

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	253.00	\$0.01	\$2.53
50212.0 - SELECT BACKFILL FOR SANITARY SEWER - T.F.	10.00	\$0.01	\$0.10
50229.0 - UTILITY TRENCH PATCH TEMPORARY - T.F.	116.00	\$62.20	\$7,215.20
50355.0 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	10.00	\$244.00	\$2,440.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$545.00	\$545.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE (UNDISTRIBUTED) - L.F.	10.00	\$87.25	\$872.50
50402.0 - 15 INCH TYPE I RCP STORM SEWER - L.F.	17.00	\$80.35	\$1,365.95
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	226.00	\$85.40	\$19,300.40
50465.0 - 24 INCH RCP AE - EACH	2.00	\$682.90	\$1,365.80
50605.0 - 24 INCH RCP AE GATE - EACH	2.00	\$646.60	\$1,293.20
50723.0 - 3'X3' STORM SAS - EACH	1.00	\$3,540.00	\$3,540.00
50792.0 - STORM TAP - EACH	2.00	\$765.00	\$1,530.00
50801.0 - UTILITY LINE OPENING (UNDISTRIBUTED) - EACH	3.00	\$654.00	\$1,962.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	20.00	\$273.65	\$5,473.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	1.00	\$4,516.07	\$4,516.07
70101.0 - FURNISH AND INSTALL STYROFOAM - EACH	1.00	\$125.00	\$125.00
70111.0 - FURNISH & INSTALL ANODE - EACH	1.00	\$297.10	\$297.10
90000.0 - WELDED STUD SHEAR CONNECTORS 3/4 X 3-INCH - EACH	350.00	\$4.50	\$1,575.00
90001.0 - PZ40 SHEET PILE DELIVERED - S.F.	1330.00	\$62.75	\$83,457.50
90002.0 - PZ40 SHEET PILE DRIVEN - S.F.	1330.00	\$14.50	\$19,285.00
90003.0 - CONCRETE DEADMAN TIE BACK - EACH	5.00	\$3,809.00	\$19,045.00
90004.0 - GEOTEXTILE FABRIC TYPE DF - S.Y.	39.00	\$8.85	\$345.15
90005.0 - CONCRETE SURFACE REPAIR - S.F.	18.00	\$161.00	\$2,898.00
90006.0 - STRUCTURAL STEEL CARBON - LBS	2580.00	\$5.60	\$14,448.00
90007.0 - ADHESIVE ANCHORS - EACH	32.00	\$22.00	\$704.00
90008.0 - RAILING STEEL TYPE C3 - L.F.	126.00	\$250.00	\$31,500.00
90009.0 - PROTECTIVE SURFACE TREATMENT - S.F.	460.00	\$2.00	\$920.00
90030.0 - LAKE & STORM CONTROL - LUMP SUM	1.00	\$70,000.00	\$70,000.00
90031.0 - SHEET PILE REMOVAL - LUMP SUM	1.00	\$13,325.00	\$13,325.00
90032.0 - REMOVE EXISTING LIMESTONE RIPRAP - LUMP SUM	1.00	\$1,500.00	\$1,500.00
90033.0 - LIMESTONE STEPS - L.F.	25.00	\$685.00	\$17,125.00
90034.0 - RESET EXISTING LIMESTONE - LUMP SUM	1.00	\$1,600.00	\$1,600.00
90035.0 - PRECAST 24-IN 37.7° RCP BEND - EACH	1.00	\$2,195.00	\$2,195.00
90036.0 - PRECAST 24-IN 22.8° RCP BEND - EACH	1.00	\$2,195.00	\$2,195.00
90037.0 - CONSTRUCTION FENCE - L.F.	89.00	\$9.87	\$878.43
90038.0 - REMOVING RAILING - LUMP SUM	1.00	\$765.00	\$765.00
90039.0 - SHADY INFILTRATION SEEDING - S.Y.	70.00	\$6.00	\$420.00
78 Items	Totals		\$538,133.79



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
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engineering@cityofmadison.com
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Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

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

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

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

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

November 11, 2019
DATE

Nicole Stillings
AGENT SIGNATURE

1600 Aspen Commons, Suite 990
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-242-2551
TELEPHONE NUMBER

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

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

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

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

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



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



By: Brian M. Hodges
Vice President

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

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

CERTIFICATE OF BIENNIAL BID BOND

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

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12-10-19
DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of October in the year Two Thousand and Twenty-One 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 OCTOBER 5, 2021, 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:

SPRING HARBOR OUTFALL REPAIR CONTRACT NO. 8525

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 THIRTY-EIGHT THOUSAND ONE HUNDRED THIRTY-THREE AND 79/100 (\$538,133.79) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:



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

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


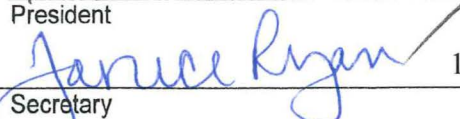
**SPRING HARBOR OUTFALL REPAIR
CONTRACT NO. 8525**

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

Countersigned:

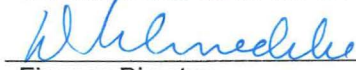

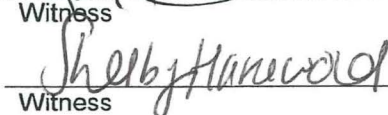
	10/06/21
Witness	Date
	10/06/21
Witness	Date

SPEEDWAY SAND & GRAVEL, INC.

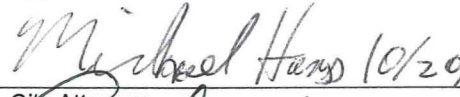

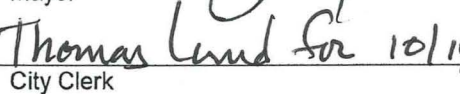
Company Name	
	10/06/21
President	Date
	10/06/21
Secretary	Date

CITY OF MADISON, WISCONSIN

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

	10-20-2021
Finance Director	Date
	10.21.21
Witness	Date
	10/14/21
Witness	Date

Approved as to form:

	10/20/21
City Attorney	Date
	10/21/21
Mayor	Date
	10/14/21
City Clerk	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIVE HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED THIRTY-THREE AND 79/100 (\$538,133.79) 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:

**SPRING HARBOR OUTFALL REPAIR
CONTRACT NO. 8525**

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 6th day of October, 2021

Countersigned:

[Signature]
Witness

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

[Signature]
President Seal NA

[Signature]
Secretary

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 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

October 6, 2021
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. OUMET, Nicole STILLINGS, Joshua R. LOFTIS, Ted JORGENSEN, R. C. BOWMAN, Brian J. OESTREICH and Nathan WEAVER, all of Minneapolis, Minnesota**, 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 9th day of June, A.D. 2021.



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 9th day of June, A.D. 2021, 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

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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 6th day of October, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790