

Contract Routing Form

ROUTING: Routine

printed on: 05/28/2019

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

Project: West Elderberry Sanitary Sewer Interceptor - 2019

Contract No.: 9412
Enactment No.: RES-19-00406
Dollar Amount: 433,964.26

File No.: 55628
Enactment Date: 05/24/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5.28.19	5-28-2019
Director of Civil Rights	5/29/19	5/31/19
Risk Manager	6.3.19	6.3.19 mac
Finance Director	6.3.19	6/3/19 mac
City Attorney	6-4-19	6-4-19
Mayor	6.5.19	6.5.19

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

Original + 2 Copies

05/28/2019 11:36:55 enjls - Kyle Frank 266-4098

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



Legislation Details (With Text)

File #: 55628 **Version:** 1 **Name:** Awarding Public Works Contract No. 9412, West Elderberry Sanitary Sewer Interceptor - 2019.

Type: Resolution **Status:** Passed

File created: 4/26/2019 **In control:** Engineering Division

On agenda: 5/21/2019 **Final action:** 5/21/2019

Enactment date: 5/24/2019 **Enactment #:** RES-19-00406

Title: Awarding Public Works Contract No. 9412, West Elderberry Sanitary Sewer Interceptor - 2019. (9th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 9412.pdf

Date	Ver.	Action By	Action	Result
5/21/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
5/8/2019	1	BOARD OF PUBLIC WORKS		
4/26/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the West Elderberry Sanitary Sewer Interceptor at a total cost of \$468,680. Funding is provided by Impact Fees from the developer, which is budgeted in the adopted 2019 capital budget for the Sewer Utility via the Sewer Impact Fee Districts capital program (MUNIS 11842). Awarding Public Works Contract No. 9412, West Elderberry Sanitary Sewer Interceptor - 2019. (9th AD) BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 9412) for itemization of bids.

SPZ

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 9412
WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019

SPEEDWAY SAND & GRAVEL, INC.

\$433,964.26

Acct. No. 11842-83-173-012419:54445 (91345)
Contingency 8%±

\$433,964.26
34,715.74

GRAND TOTAL

\$468,680.00

Jurisdiction: Wisconsin

Demographics

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

Address

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

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

Company Type

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

Appointments

Show 10 entries Showing 1 to 2 of 1448 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
ROSS SQUIRES	8729812	8729812	Intermediary (Agent) Individual	Casualty	10/21/2014	01/09/2019	03/15/2020
ROSS SQUIRES	8729812	8729812	Intermediary (Agent) Individual	Property	10/21/2014	01/09/2019	03/15/2020

Line Of Business

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

Contact

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

Company Merger

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No results found.

Name Change History

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

\$433,964.26
FILE

BID OF SPEEDWAY SAND & GRAVEL, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019

CONTRACT NO. 9412

PROJECT NO. 11842

MUNIS NO. 11842

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 21, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

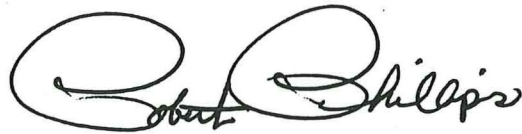
**WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019
CONTRACT NO. 9412**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTIONB-1
SECTION C: SMALL BUSINESS ENTERPRISE C-1
SECTION D: SPECIAL PROVISIONS D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT E-1
SECTION F: BEST VALUE CONTRACTING F-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT H-1
SECTION I: PAYMENT AND PERFORMANCE BOND I-1

This Proposal, and Agreement have
been prepared by:

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



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

RFP: KDF

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:	WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019
CONTRACT NO.:	9412
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	4/19/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/18/2019
BID SUBMISSION (2:00 P.M.)	4/25/2019
BID OPEN (2:30 P.M.)	4/25/2019
PUBLISHED IN WSJ	4/11/2019 & 4/18/2019

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019 CONTRACT NO. 9412

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

This project involves the installation of 1428.5 feet of 10 inch, 970.5 feet of 12 inch, and 1611.5' of 15 inch diameter sewer.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

ARTICLE 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

ARTICLE 105.12 COOPERATION BY THE CONTRACTOR

This project involves the installation of sanitary sewer within sanitary sewer easements. The lands within the Permanent Land Easement (PLE) are not to be used for cropland. Restoration in the PLE outside of the 12' sewer access road shall include 6" of topsoil, seed and mulch. Surplus topsoil shall be placed in the Temporary Land Easement (TLE).

Contractor shall exercise caution on Mineral Point Road with the deep excavation next to the overhead power lines and gas mains.

ARTICLE 107.7 MAINTENANCE OF TRAFFIC

Any work activities that affect traffic on Mineral Point Road shall take place between 8:30 a.m. and 4:00 p.m.

If needed, the contractor may flag traffic on Mineral Point Road between 8:30 a.m. and 4:00 p.m. only. Advanced warning signs shall be in place during flagging operations.

Any paving operations shall take place between 8:30 a.m. and 4:00 p.m. only.

Submit a Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

Alter traffic control from the provided Traffic Control Plan as conditions change in the field or as unexpected conditions occur. This includes relocating existing traffic control or providing additional traffic control. Install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. Conform all signing and barricading to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Measure traffic control as a lump sum. Payment for 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, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Measure temporary pavement markings, electronic arrow boards and changeable message signs as separate bid items.

Install type A low intensity flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Install type C low intensity steady-burn lights on all barrels used in tapers as shown on the traffic control plan.

Maintain emergency vehicle access at all times.

Do not store construction equipment and materials within street right-of-way that is outside the project limits.

Backfill, plate or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 266-4681, one working day prior to placement of the plates.

Do not remove street signs. Contact Chad Veinot, (608) 267-1960, to remove traffic signs at least 48 hours prior to needing the signs removed.

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

ARTICLE 108.2 **PERMITS AND LICENSING**

The City of Madison has obtained a City of Madison Erosion Control Permit, has submitted a DNR Notice of Intent (NOI) to obtain coverage under a General Permit.

The Contractor shall obtain a permit from Dane County to Work in County Trunk Highway Right of Way. The permit fee should be included in the bid unit price for Mobilization.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit 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.

ARTICLE 109.2 **PROSECUTION OF WORK**

The Contractor may begin work on before **JUNE 17, 2019** or earlier if the contract is full executed by the City prior to that date. The project as a whole shall be completed by **SEPTEMBER 13th, 2019.**

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. The Contractor shall limit workdays to 7:00 A.M. to 7:00 P.M.

BID ITEM 20109 - FINISH GRADING

DESCRIPTION

FINISH GRADING shall include grading the sides slopes of the roadways and ditches to match the existing grading and sloping or as directed by the Construction Engineer. All work shall be in accord with the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

FINISH GRADING shall be measured by Lump Sum acceptably completed.

BASIS OF PAYMENT

FINISH GRADING shall be paid at the contract price for work as described and measured above including all work, materials, labor, and incidentals necessary to grade the site.

BID ITEM 20217 - CLEAR STONE

DESCRIPTION

CLEAR STONE shall meet the requirements for Gradation Number One (No. 1) of the Standard Specifications, commonly known as three-inch clear stone. The clear stone shall be utilized in **BID ITEM 21011- CONSTRUCTION ENTRANCE** and as part of the construction of **BID ITEM 21014 - CLEAR STONE BERM (DITCH CHECK).**

METHOD OF MEASUREMENT

CLEAR STONE shall be measured by the ton in place.

BASIS OF PAYMENT

CLEAR STONE shall be paid at the contract price for work as described and measured above including all work, materials, labor, and incidentals.

BID ITEM 20218 - CRUSHED STONE (SAS ACCESS ROADS)

Bid Item CRUSHED STONE (SAS Access Roads) shall conform to the Standard Specifications - Article 202. Bid Item Crushed Stone (SAS Access Roads) shall be 10" in depth and shall be Gradation No. 2 Crushed Stone and shall be subject to the approval of the City Engineer

This bid item shall be used for the crushed stone used for constructing a 12' wide SAS Access Road Temporary in accordance of S.D.D. 5.1.4A of the City of Madison Standard Specifications for Public Works Construction 2019 Edition. There will be no topsoil above the SAS access road in the farm fields.

SAS Access Road shall be installed from STA 100+75 to STA 127+67.

BID ITEM 21014 – CLEAR STONE BERM (DITCH CHECK)

Work under this item shall include installation of an erosion control berm as directed in the field for erosion control. This item shall include the following:

1. Typical berm height of three (3) feet
2. Depth of berm from front to back will vary with height but will typically include 1:1 slopes and a two (2) foot flat top. So for standard height the depth will be eight (8) feet;
3. Width as determined in the field;
4. Consist of three (3) inches clear stone **paid under BID ITEM 20217**;

Payment shall be on as each berm is constructed, and includes all necessary maintenance (as directed by the Construction Engineer) and removal of the berm. Payment for the required stone shall be per ton and paid under **BID ITEM 20217**.

BID ITEM 21063 – EROSION MATTING CLASS I TYPE A

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. This item shall be used on the graded flow channels and the steep sideslopes as directed by the Construction Engineer. Where erosion matting is used, mulch shall not be used as part of the seeding.

BID ITEM 21011 - CONSTRUCTION ENTRANCE

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. The Construction Engineer shall locate construction Entrances and the Contractor based on site needs.

ARTICLE 501 – SEWERS AND SEWER STRUCTURES

SANITARY SEWER GENERAL

The Sanitary Sewer Designer for this project is Kyle Frank, Phone: 266-4098, kfrank@cityofmadison.com.

Sanitary sewer pipe work shall include installing new PVC ASTM D3034 SDR 26 at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1916-C with the new City of Madison casting detail (see S.D.D. 5.7.16A of the City of Madison Standard Specifications for Public Works Construction 2019 Edition.).

All new sewer main connections may be factory cored and shall be included in the structure. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

BID ITEM 50212 – SELECT FILL FOR SANITARY SEWER

All fill material used in the sanitary sewer trench shall comply with the typical trench compaction requirements (SDD 5.2.1 and 5.2.2). On-site Trench excavation material may be used as backfill material provided that it is in conformance with the compaction requirements and free of organics. At a minimum,

the top 3' of the sewer trench shall be imported select fill materials maintaining the 95% minimum density (Section 3 of SDD 5.2.2). Select Fill will be paid for by the trench foot regardless if the acceptable material is found on-site or if the material is hauled in from off-site.

BID ITEM 50801 – UTILITY LINE OPENING (UNDISTRIBUTED)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. It is the discretion of the contractor to locate utilities by either a trench excavation or by a pothole technique. However, the contractor shall not be compensated more than once for multiple utilities located within a maximum distance of ten (10) feet long. Utility Line Openings are undistributed and shall only be performed as directed by City Engineering.

BID ITEM 90070 – SALVAGE TOPSOIL

DESCRIPTION

Work under this bid item include stripping from over the sewer trench, stockpiling to one side of the excavation trench, segregation of vegetation from topsoil from over the trench. Placing the topsoil to the original depth encountered shall be paid for separately (BID ITEM 90071). All areas across permanent and temporary easements in agriculture fields shall be deep tilled. It shall be up to the Construction Engineer as what qualifies as Topsoil that is acceptable for stockpiling and what is unacceptable and will require being moved offsite by the contractor. Erosion measures shall be installed to prevent the migration of the stockpiled material. Erosion Control Measures shall be paid for separately under their respected bid items. Excess topsoil shall be hauled offsite and disposed of by the contractor.

Topsoil depths over farmland shall match the existing topsoil depths except within the PLE where no planting of crops will be allowed. Topsoil Depths shall be limited to 6" within the PLE. Surplus salvaged topsoil shall be placed and spread in the TLE. No topsoil will be placed over the 12' wide SAS Access Path (gravel surface only).

Lands utilized for farmland are the following STA 100+75 to 127+65.

METHOD OF MEASUREMENT

SALVAGED TOPSOIL shall be measured by the Trench Foot.

BASIS OF PAYMENT

SALVAGED TOPSOIL shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials labor and incidentals required to complete the work set forth in the description.

BID ITEM 90071 – TOPSOIL PLACEMENT- FARMLAND

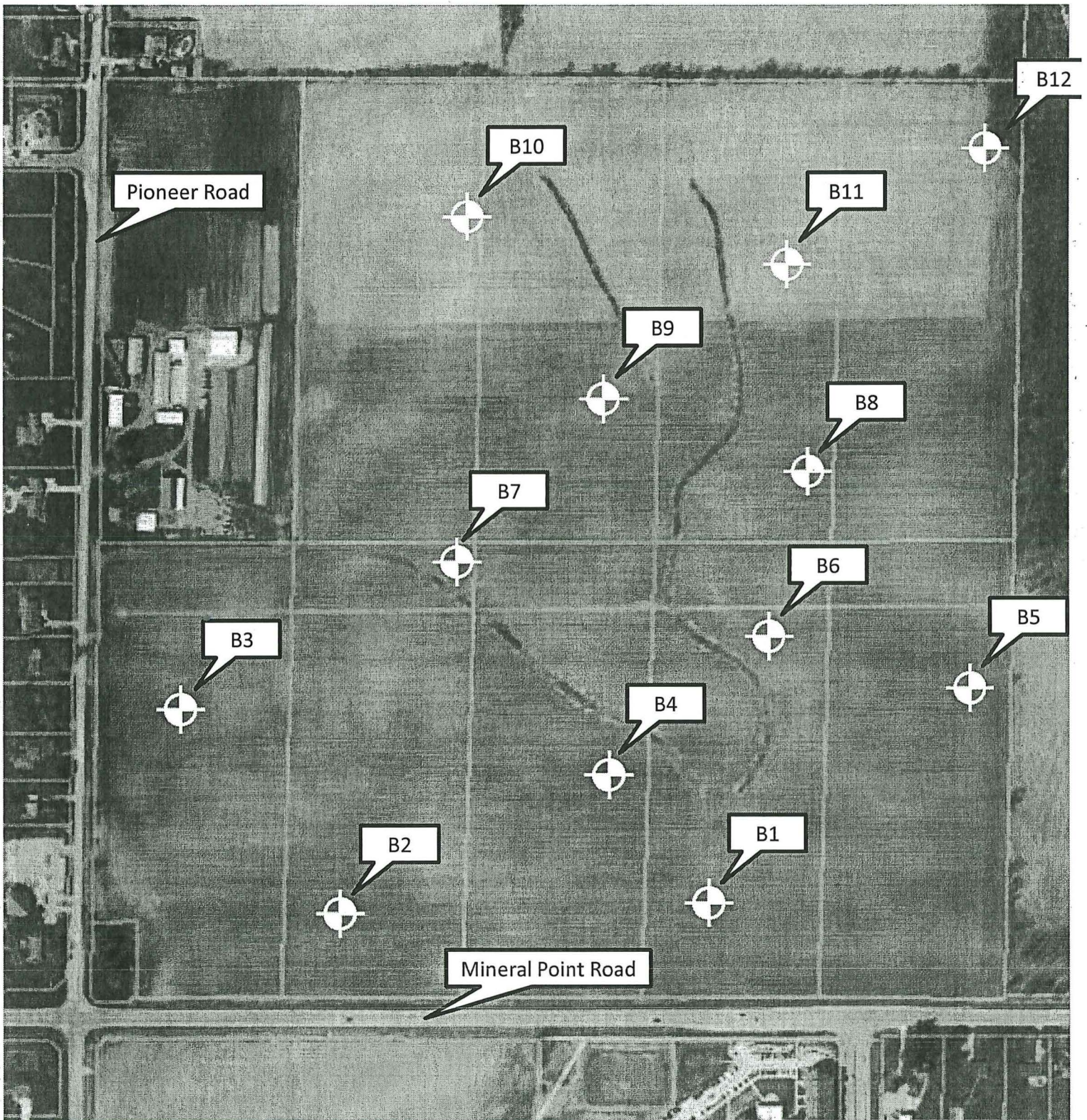
Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction for placement of topsoil (salvaged or imported) to match the topsoil depths encountered in the TLE and topsoil within the PLE shall be limited to 6". No topsoil shall be placed over the SAS Access Road. Surplus salvaged topsoil shall be placed and spread in the TLE. Seeding, mulching and watering in farm field shall be paid for separately under the seed mix item: **BID ITEM 20701**. The proposed deep topsoil depths adjacent to the SAS Access Road are intended to be the salvaged topsoil from the original trench excavation paid for separately under **BID ITEM 90070 SALVAGE TOPSOIL**. The locations of the TOPSOIL PLACEMENT- FARMLAND are STA 100+75 to 127+65.

METHOD OF MEASUREMENT

TOPSOIL PLACEMENT FARMLAND shall be measured by the Trench Foot

BASIS OF PAYMENT

TOPSOIL PLACEMENT FARMLAND shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.



Legend



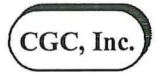
 Denotes Recent Boring Location and Number



Scale: Reduced

Notes

1. Soil borings were performed by Soil Essentials on December 7 and 8, 2017
2. Base map was taken from Dane County GIS 2017 air photo.
3. Boring locations are approximate.

<p>Job No. C17532</p>		<p>SOIL BORING LOCATION EXHIBIT Herrling Property Town of Middleton, Wisconsin</p>
<p>Date: 1/8/17</p>		



LOG OF TEST BORING

Project Herrling Property Preliminary Geotech
 Location Middleton, WI

Boring No. **B-1**
 Surface Elevation (ft) 1063.5
 Job No. C17532
 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.	DEPTH FT	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					0	12 in. Dark Brown Organic Clayey Silt TOPSOIL (OL)					
1		17	M	6	1	Medium Stiff to Stiff, Brown Lean CLAY (CL) Trace Sand with Depth	(1.5)				
2		14	M	11	2						
					5	Medium Dense, Brown Fine to Medium SAND, Some Gravel, Little to Some Silt, Occasional Cobbles and Boulders (SP-SM/SM)	(0.5-1.5)				
3		6	M	21	6						
4		14	M	23	7						
					10						
6		13	M	25	14						
					15						
7		10	M	21	19						
					20	End Boring at 20 ft Backfilled with bentonite chips					
					25						

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	NW	Start	12/8/17	End	12/8/17	
Time After Drilling						Driller	DAP	Chief	DAP	Rig Geoprobe
Depth to Water						Logger	DAP	Editor	FHC	7822DT
Depth to Cave in						Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



LOG OF TEST BORING

Project Herrling Property Preliminary Geotech

Location Middleton, WI

Boring No. **B-2**
 Surface Elevation (ft) 1063.0
 Job No. C17532
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qsf)	W	LL	PL	LI
1	13	M	6	0-6	21 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL)	(1.5)				
2	15	M	5	6-10	Stiff, Brown/Gray Lightly Mottled Lean CLAY, Some Sand (CL)	(1.0-1.5)	27.0	44	19	
3	16	M	4	10-13	Very Loose to Loose, Brown/Gray SILT, with Thin Sand Lenses (ML)					
4	16	M	7	13-17	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt, Little Gravel (SM)					
6	13	M	17	17-20	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Occasional Cobbles and Boulders (SM)					
7	16	M	28	20-25	End Boring at 20 ft Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 12/8/17 End 12/8/17
 Driller CJ Chief CJ Rig Geoprobe
 Logger CJ Editor FHC 7822DT
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Herring Property Preliminary Geotech
 Location Middleton, WI

Boring No. **B-3**
 Surface Elevation (ft) 1095.0
 Job No. C17532
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					10 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL)					
1	10	M	5		Stiff, Brown Lean CLAY (CL)	(1.5)				
2	13	M	4			(1.0)				
3	15	M	15		Medium Dense Light Brown Fine to Medium SAND, Little Silt, Trace Gravel, Occasional Cobble (SP-SM)					
4	15	M	26							
6	16	M	27		Medium Dense, Brown Fine to Medium SAND, Some Silt, Little Gravel, Occasional Cobbles (SM)					
7	17	M	27							
					End Boring at 20 ft Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/> NW	Upon Completion of Drilling	<input type="checkbox"/> NW		Start	<u>12/8/17</u>	End	<u>12/8/17</u>	
Time After Drilling					Driller	<u>CJ</u>	Chief	<u>CJ</u>	Rig <u>Geoprobe</u>
Depth to Water					Logger	<u>CJ</u>	Editor	<u>FHC</u>	<u>7822DT</u>
Depth to Cave in					Drill Method	<u>2.25" HSA; Autohammer</u>			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Herrling Property Preliminary Geotech

Location Middleton, WI

Boring No. **B-5**
 Surface Elevation (ft) 1072.3
 Job No. C17532
 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 (tsf)	W	LL	PL	LI
					13 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL)					
1	14	M	7		Stiff to Very Stiff, Brown Lean CLAY (CL)	(3.5)				
2	12	M	6			(1.5-2.0)				
3	8	M	12		Medium Dense, Brown Fine to Medium Clayey SAND, Some Gravel, Scattered Cobbles (SC)					
4	14	M	22		Medium Dense, Brown Fine to Medium SAND, Some Silt, Little Gravel (SM)					
6	12	M	15		Medium Dense, Brown Fine SAND, Some Silt and Gravel, Scattered Silt Seams (SM)					
7	10	M	35							
					End Boring at 20 ft Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/8/17 End 12/8/17
 Driller DAP Chief DAP Rig Geoprobe
 Logger DAP Editor FHC 7822DT
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Herring Property Preliminary Geotech
 Location Middleton, WI

Boring No. B-6
 Surface Elevation (ft) 1072.5
 Job No. C17532
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					11 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL)					
1		10	M	6	Stiff, Brown Lean CLAY (CL)	(1.25)				
2		15	M	10						
					5 Medium Dense, Brown Fine to Medium Clayey SAND, Some Gravel, Scattered Cobbles (SC)					
3		15	M	47	Medium Dense to Very Dense, Light Brown Fine SAND, Some Gravel, Little Silt, Scattered Cobbles and Boulders (SP-SM)					
4		14	M	54						
					10 Medium Dense, Brown Fine SAND, Some Silt and Gravel, Scattered Silt Seams (SM)					
6		16	M	20						
					15 End Boring at 20 ft					
7		17	M	19	Backfilled with bentonite chips					
					20					
					25					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/7/17 End 12/7/17
 Driller CJ Chief CJ Rig Geoprobe
 Logger CJ Editor FHC 7822DT
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Herring Property Preliminary Geotech

Location Middleton, WI

Boring No. **B-4**
 Surface Elevation (ft) 1072.2
 Job No. **C17532**
 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.	DEPTH (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					10 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL)					
1		9	M	7	Stiff to Very Stiff, Brown Lean CLAY (CL)	(2.25-2.75)				
2		10	M	5		(1.0-1.5)				
3		15	M	26	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Occasional Cobbles and Boulders (SM)					
4		14	M	44	Dense, Brown Fine to Medium SAND, Some Silt, Little Gravel (SM)					
6		16	M	33						
					Medium Dense, Brown Fine SAND, Some Silt and Gravel, Scattered Silt Seams (SM)					
7		17	M	17						
					End Boring at 20 ft					
					Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/8/17 End 12/8/17
 Driller CJ Chief CJ Rig Geoprobe
 Logger CJ Editor FHC 7822DT
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Herrling Property Preliminary Geotech

Location Middleton, WI

Boring No. **B-7**
 Surface Elevation (ft) 1075.7
 Job No. C17532
 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
				0	16 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL)					
1	15	M	6	1	Medium Stiff to Very Stiff, Brown Sandy Lean CLAY (CL)	(2.5)				
2	16	M	3	5		(0.75)	18.6	24	14	
3	15	M	20	10	Medium Dense, Brown Fine to Medium Silt SAND, Some Silt and Gravel, Occasional Cobbles and Boulders (SM)					
4	12	M	32	15	Dense, Brown Gravelly Fine to Coarse SAND, Little Silt, Scattered Cobbles and Boulders (SP-SM)		2.1			
6	17	M	15	20	Medium Dense to Very Dense, Brown Fine SAND, Some Silt and Gravel, Scattered Silt Seams (SM)					
7	14	M	52	25	End Boring at 20 ft Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/7/17 End 12/7/17
 Driller CJ Chief CJ Rig Geoprobe
 Logger CJ Editor FHC 7822DT
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Herrling Property Preliminary Geotech
 Location Middleton, WI

Boring No. **B-8**
 Surface Elevation (ft) 1080.3
 Job No. C17532
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					10 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL)					
1	12	M	7		Stiff, Brown Lean CLAY (CL)	(1.5-2.0)				
2	13	M	33		Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Occasional Cobbles and Boulders (SM)					
3	15	M	62		Very Dense, Brown Fine to Medium SAND and GRAVEL, Little Silt, Scattered Cobbles and Boulders (SP-SM/GP-GM)					
4	14	M	69							
6	11	M	100/7"		Very Dense, Brown Fine SAND, Some Silt and Gravel, Scattered Silt Seams (SM)					
7	14	M	66							
					End Boring at 20 ft					
					Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	NW	Start	12/8/17	End	12/8/17	
Time After Drilling						Driller	CJ	Chief	CJ	Rig Geoprobe
Depth to Water						Logger	CJ	Editor	FHC	7822DT
Depth to Cave in						Drill Method	2.25" HSA; Autohammer			
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>										



LOG OF TEST BORING

Project Herring Property Preliminary Geotech
 Location Middleton, WI

Boring No. B-9
 Surface Elevation (ft) 1083.9
 Job No. C17532
 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.	DEPTH (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					10 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL)					
1		12	M	6	Stiff, Brown Lean CLAY (CL)	(1.5-1.75)				
2		14	M	11	Medium Dense, Brown Fine to Medium SAND, Some Gravel, Little to Some Silt, Occasional Cobbles (SP-SM/SM)					
3		16	M	23	Medium Dense, Brown Fine SAND, Some Silt and Gravel with Silt Seams (SM)					
4		17	M	14						
6		14	M	60	Very Dense, Brown Fine to Medium SAND and GRAVEL, Little Silt, Scattered Cobbles and Boulders (SP-SM/GP-GM)					
					Very Heavy Cobbles, Boulders Starting at 15.5 ft					
7		0	M	100/4"	Drove Cobble/Boulder at 18.5 ft					
					End Boring at 20 ft Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/7/17 End 12/7/17
 Driller CJ Chief CJ Rig Geoprobe
 Logger CJ Editor FHC 7822DT
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Herrling Property Preliminary Geotech

Location Middleton, WI

Boring No. **B-10**

Surface Elevation (ft) 1115.7

Job No. C17532

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	10	M	4	0	7 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL) Stiff to Very Stiff, Brown Lean CLAY (CL)	(2-2.5)				
2	15	M	9	5	Loose, Brown Fine to Medium Clayey SAND, Some Gravel, Scattered Cobbles (SC)					
3	16	M	21	5	Medium Dense, Reddish Brown Fine to Medium SAND, Some Silt and Gravel, Occasional Cobbles (SM)					
4	15	M	24	10	Medium Dense, Brown Fine SAND, Some Silt and Gravel, Scattered Silt Seams, Occasional Cobbles (SM)					
6	17	M	23	15	Medium Dense, Brown Fine SAND, Some Silt and Gravel, Scattered Silt Seams, Occasional Cobbles (SM)					
7	16	M	14	20	End Boring at 20 ft Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	NW	Start	12/7/17	End	12/7/17	Driller <u>CJ</u> Chief <u>CJ</u> Rig <u>Geoprobe</u> Logger <u>CJ</u> Editor <u>FHC</u> <u>7822DT</u> Drill Method <u>2.25" HSA; Autohammer</u>
Time After Drilling										
Depth to Water										
Depth to Cave in										

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



LOG OF TEST BORING

Project Herrling Property Preliminary Geotech

Location Middleton, WI

Boring No. B-11
 Surface Elevation (ft) 1087.9
 Job No. C17532
 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	13	M	7	0-7	20 in. Dark Brown Organic Clayey Silt TOPSOIL (OL)	(1.25)				
				7-16	Stiff, Brown Lean CLAY (CL)					
2	16	M	3	16-17	Very Soft to Stiff, Brown/Gray Lightly Mottled Lean CLAY (CL)	(1.25-1.5)				
3	17	M	3	17-18		(0.25-0.75)	32.1			
4	18	M	1	18-19		(<0.1)	34.9	38	21	
6	16	M	17	19-20	Medium Dense, Brown Fine to Medium SAND, Some Silt, Little Gravel (SM)					
				20-22	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Occasional Cobbles and Boulders (SM)					
7	14	M	44	22-24						
				24-25	End Boring at 20 ft Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/7/17 End 12/7/17
 Driller CJ Chief CJ Rig Geoprobe
 Logger CJ Editor FHC 7822DT
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Herrling Property Preliminary Geotech

Location Middleton, WI

Boring No. B-12

Surface Elevation (ft) 1101.0

Job No. C17532

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	15	M	25		4 in. of Dark Brown Organic Clayey Silt TOPSOIL (OL)					
					Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles (SM)					
2	9	M	8		Loose to Very Dense, Light Brown to Pink to White, Highly Weathered to Loosely Cemented SANDSTONE					
3	14	M	9							
4	8	M	100/2"		Grinding (Probable Weathered Sandstone) at 8.1 ft					
6	6	M	100/9"							
7	3	M	100/3"		Hard Drilling at 18.1 ft					
					End Boring at 20 ft					
					Backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/8/17 End 12/8/17
 Driller CJ Chief CJ Rig Geoprobe
 Logger CJ Editor FHC 7822DT
 Drill Method 2.25" HSA; Autohammer

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

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

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

Plasticity characteristics differentiate between silt and clay.

General Terminology

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

Relative Density

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

Relative Proportions Of Cohesionless Soils

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

Consistency

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

Organic Content by Combustion Method

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

Plasticity

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

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

SYMBOLS

Drilling and Sampling

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

Laboratory Tests

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

Water Level Measurement

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

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

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS

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

Clean Gravels (Less than 5% fines)



GW

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



GP

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

GRAVELS
More than 50% of coarse fraction larger than No. 4 sieve size

Gravels with fines (More than 12% fines)



GM

Silty gravels, gravel-sand-silt mixtures



GC

Clayey gravels, gravel-sand-clay mixtures

Clean Sands (Less than 5% fines)



SW

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



SP

Poorly graded sands, gravelly sands, little or no fines

SANDS
50% or more of coarse fraction smaller than No. 4 sieve size

Sands with fines (More than 12% fines)



SM

Silty sands, sand-silt mixtures



SC

Clayey sands, sand-clay mixtures

FINE-GRAINED SOILS

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

SILTS AND CLAYS
Liquid limit less than 50%



ML

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



CL

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



OL

Organic silts and organic silty clays of low plasticity

SILTS AND CLAYS
Liquid limit 50% or greater



MH

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



CH

Inorganic clays of high plasticity, fat clays



OH

Organic clays of medium to high plasticity, organic silts

HIGHLY ORGANIC SOILS



PT

Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA

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

GP Not meeting all gradation requirements for GW

GM Atterberg limits below "A" line or P.I. less than 4

Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

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

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

SP Not meeting all gradation requirements for GW

SM Atterberg limits below "A" line or P.I. less than 4

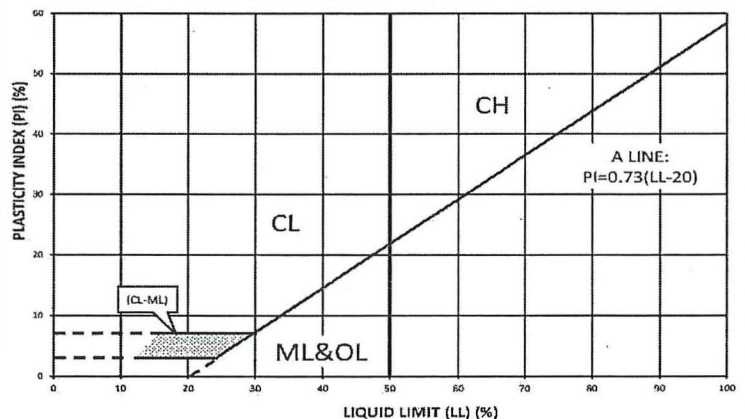
Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

SC Atterberg limits above "A" line with P.I. greater than 7

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

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

PLASTICITY CHART



APPENDIX C

DOCUMENT QUALIFICATIONS

APPENDIX C

DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

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

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

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

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

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

READ THE FULL REPORT

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

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

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

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

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

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

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

SUBSURFACE CONDITIONS CAN CHANGE

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

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

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

effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

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

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

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

DO NOT REDRAW THE ENGINEER'S LOGS

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

GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE

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

READ RESPONSIBILITY PROVISIONS CLOSELY

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

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

ENVIRONMENTAL CONCERNS ARE NOT COVERED

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

OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD

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

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

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

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

APPENDIX D

RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX D

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

General Fill Materials

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

Special Fill Materials

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

Placement Method

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

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

Compaction Specifications

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

Testing Procedures

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

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

Table 1
Gradation of Special Fill Materials

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

Notes:

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

Table 2
Compaction Guidelines

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

Notes:

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

APPENDIX E

ROCK EXCAVATION CONSIDERATIONS

APPENDIX E

ROCK EXCAVATION CONSIDERATIONS

In order to minimize probable "rock" excavation expenses during construction, we suggest that project specifications incorporate the following:

- A. It is assumed that all excavations to levels and dimensions required by the Contract Documents are earth excavation. Earth excavation includes removal and disposal of all materials encountered except rock/sound bedrock which is defined as natural materials which:
 - 1. Cannot be excavated with a minimum 3/4 cubic yard capacity backhoe without drilling and blasting;
 - 2. Cannot be economically removed with a one-tooth ripper on a D8 cat (or equivalent);
 - 3. Requires the use of special equipment such as a pneumatic hammer;
 - 4. Requires the use of explosives (after obtaining written permission of the owner).
- B. Examples of material classified as rock are boulders 1/2 cubic yard or more in volume, bedrock, rock in ledges, and rock-hard cementitious aggregate deposits.
- C. Do not proceed with rock excavation work until architect, engineer and/or testing firm (i.e., CGC) has taken the necessary measures to determine quantity of rock excavation required to complete the work. Measurements will be taken after properly stripped of earth by the contractor. Contractor will be paid the difference between the cost of rock and earth excavation based on an agreed upon unit price established prior to starting rock excavation.

A statement should also be included in the specifications to the effect that: "Stated models of earth excavation equipment are merely for purposes of defining the various excavation categories and are not intended to indicate the brand or type of equipment that is to be used."



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
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engineering@cityofmadison.com
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Assistant City Engineer

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

Principal Engineer 2

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

Principal Engineer 1

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

Facilities & Sustainability

Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

April 23, 2019

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 9412
WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019**

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

SPECIAL PROVISIONS:

REMOVE PAGE A-1 AND INSERT REVISED PAGE A-1 DATED 4/23/19. The bid submission date and other dates are revised.

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

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

<http://www.bidexpress.com>

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

Sincerely,

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

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:	WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019
CONTRACT NO.:	9412
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	4/19/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/25/2019
BID SUBMISSION (2:00 P.M.)	5/2/2019
BID OPEN (2:30 P.M.)	5/2/2019
PUBLISHED IN WSJ	4/11/2019, 4/18/2019 & 4/25/2019

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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



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 Janet Schmidt, P.E.

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

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

Financial Manager
 Steven B. Danner-Rivers

April 30, 2019

**NOTICE OF ADDENDUM
 ADDENDUM 2
 CONTRACT NO. 9412
 WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019**

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

SPECIAL PROVISIONS:

EDITS TO PAGE D-1:

ADD TO END OF ARTICLE 105.12 COOPERATION BY THE CONTRACTOR:

Alliant Energy owns the overhead power lines running parallel to Mineral Point Road. The contact for Alliant Energy for this project is Nicholas Dachniwskyj who can be contacted at (608) 845-1143 or nicholasdachniwskyj@alliantenergy.com. Alliant Energy shall be contact 72 hours prior to any work that will occur within 10 feet of the overhead power lines, as Alliant will need to de-energize the lines in order for the work to occur. If overhead poles need to be supported, the Contractor shall contact Alliant Energy a minimum of 48 hours prior.

MODIFY FIRST SENTENCE OF ARTICLE 104 SCOPE OF WORK:

This project involves the installation of ~~1428.5 feet of 10 inch~~, 970.5 feet of 12 inch, and 1611.5' of 15 inch diameter sewer.

PROPOSAL:

BID ITEM	DESCRIPTION	ACTION
20221	TOPSOIL	MODIFY
20701	TERRACE SEEDING	MODIFY
21014	CLEAR STONE BERM (DITCH CHECK)	MODIFY
21022	SILT FENCE - PROVIDE, INSTALL & MAINTAIN	MODIFY
21023	SILT FENCE - REMOVE & RESTORE	MODIFY
21063	EROSION MATTING, CLASS I, TYPE A - ORGANIC	MODIFY

40203	HMA PAVEMENT 3 MT 58-28 S	DELETE
40211	TACK COAT	DELETE
40301	FULL WIDTH GRINDING	DELETE
50103	RECONSTRUCT BENCH AND FLOWLINE(S)	ADD
50212	SELECT BACKFILL FOR SANITARY SEWER	MODIFY
50226	UTILITY TRENCH PATCH TYPE III	DELETE
50302	10 INCH PVC SANITARY SEWER PIPE	DELETE
50701	4' DIA. SANITARY SAS	MODIFY
50791	SANITARY SEWER TAP	MODIFY
50797	EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL	ADD
60800	PAVEMENT MARKING EPOXY, LINE 4-INCH	DELETE
60802	PAVEMENT MARKING EPOXY, LINE, 6-INCH	DELETE

PLAN SET:

P1, P2, & P3: Revised sheet P1 to show removal of pipe along Mineral Point Rd. Sheets P2 & P3 are removed from the plan set.

P10: Added external sewer access structure wraps. Removed structures SAS #100 through #104 and removed all 10" sanitary pipe along Mineral Point Rd.

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

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

<http://www.bidexpress.com>

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

Sincerely,



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

SANITARY SEWER SCHEDULE

*REVISED 4/30/2019

WEST ELDERBERRY SANITARY
SEWER INTERCEPTOR - 2019

SHEET NO.
P-10

PROJECT NO. 11842
SANITARY SEWER SCHEDULE
CITY OF MADISON

PROPOSED SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
EASEMENT						
* SAS #1	101+15.00	CL	1064.88	1049.43	15.45	[1], [2], [3]
* SAS #2	105+90.13	CL	1080.04	1058.37	21.67	[1], [3], FIVE FOOT DIAMETER
* SAS #3	107+50.13	CL	1080.26	1059.27	20.99	[1], [3]
* SAS #4	108+91.65	LT-3.00	1079.18	1060.08	19.10	[1], [3]
* SAS #5	111+90.05	CL	1076.50	1061.68	14.82	[1], [3]
* SAS #6	115+63.15	CL	1077.99	1063.64	14.35	[1], [3]
* SAS #7	117+37.05	CL	1080.64	1067.21	13.43	[1], [3]
* SAS #8	119+22.60	CL	1082.94	1071.02	11.92	[1], [3]
* SAS #9	121+82.69	RT-3.05	1092.91	1076.31	16.60	[1], [3]
* SAS #10	124+18.78	CL	1102.53	1081.95	20.58	[1], [3]
* SAS #11	125+34.29	CL	1099.04	1084.94	14.10	[1], [3]
MINERAL POINT RD						
* SAS #100	13+24.95	RT 6.50	1063.79	1044.44	19.35	[2]
* SAS #101	16+49.95	RT 6.50	1066.27	1049.40	16.87	[2]
* SAS #102	20+01.95	RT 6.50	1071.56	1054.78	16.78	[2]
* SAS #103	22+11.95	RT 6.50	1076.02	1061.19	14.83	[2]
* SAS #104	24+23.95	RT 6.50	1080.72	1067.65	13.07	[2]

PROPOSED SANITARY PIPES

FROM (DNSTM)	TO (UPSTM)	DWNSTRM E.I.	UPSTRM E.I.	PLAN (PAY) LGTH (FT)	SLOPE (%)	PIPE SIZE	PVC TYPE	NOTES
EASEMENT								
* EX SAS #1455-001	SAS #1	1042.09	1049.43	163	4.50%	15"	SDR-26	[4]
SAS #1	SAS #2	1049.53	1058.37	475	1.86%	15"	SDR-26	-
SAS #2	SAS #3	1058.47	1059.27	160	0.50%	15"	SDR-26	-
SAS #3	SAS #4	1059.37	1060.08	141.5	0.50%	15"	SDR-26	-
SAS #4	SAS #5	1060.18	1061.68	299	0.50%	15"	SDR-26	-
SAS #5	SAS #6	1061.78	1063.64	373	0.50%	15"	SDR-26	-
SAS #6	SAS #7	1063.74	1067.21	173.5	2.00%	12"	SDR-26	-
SAS #7	SAS #8	1067.31	1071.02	185.5	2.00%	12"	SDR-26	-
SAS #8	SAS #9	1071.12	1076.31	260	2.00%	12"	SDR-26	-
SAS #9	SAS #10	1076.41	1081.95	236	2.35%	12"	SDR-26	-
SAS #10	SAS #11	1082.05	1084.94	115.5	2.50%	12"	SDR-26	-
SAS #11	EX SAS #1	1085.04	1093.50	239.5	3.53%	10"	SDR-26	-
MINERAL POINT RD								
* EX SAS #1455-001	SAS #100	1043.09	1044.44	90	1.50%	10"	SDR-26	-
* SAS #100	SAS #101	1044.54	1049.40	325	1.50%	10"	SDR-26	-
* SAS #101	SAS #102	1049.50	1054.78	352	1.50%	10"	SDR-26	-
* SAS #102	SAS #103	1054.88	1061.19	210	3.00%	10"	SDR-26	-
* SAS #103	SAS #104	1061.29	1067.65	212	3.00%	10"	SDR-26	-

SPECIFIC NOTES

- [1] CASTING SHALL BE SAS LOCKING FRAME & LOGO COVER PER S.D.D. 5.7.16A. NO ADJUSTMENT RINGS SHALL BE USED
- [2] INSTALL INTERNAL CHIMNEY SEAL IN ACCORDANCE WITH S.D.D. 5.7.17
- * [3] INSTALL EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL
- * [4] INSTALL EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL TO EXISTING STRUCTURE

SECTION E: BIDDERS ACKNOWLEDGEMENT

**WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019
CONTRACT NO. 9412**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 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 Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

Vice President

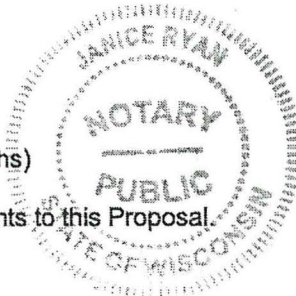
TITLE, IF ANY

Sworn and subscribed to before me this 2nd day of May, 2019.

Janice Ryan
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 10-21-21

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



Contract 9412 – 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

**WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019
CONTRACT NO. 9412**

Small Business Enterprise Compliance Report

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

Cover Sheet

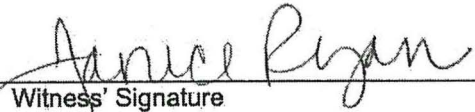
Prime Bidder Information

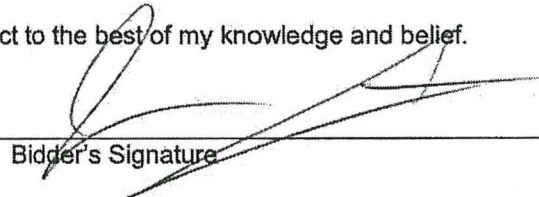
Company: Speedway Sand & Gravel Inc.
Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562
Telephone Number: 608-836-1071 Fax Number: 608-836-7485
Contact Person/Title: John Czerepinski, Vice President

Prime Bidder Certification

I, John Czerepinski, Vice President of
Name Title
Speedway Sand & Gravel Inc. certify that the information
Company

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


Witness' Signature


Bidder's Signature

May 2, 2019
Date

WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019

CONTRACT NO. 9412

DATE: 5/2/19

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10704 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$2,500.00	\$2,500.00
10914 - MOBILIZATION FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$16,000.00	\$16,000.00
20109 - FINISH GRADING - LUMP SUM	1.00	\$4,000.00	\$4,000.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$3,000.00	\$3,000.00
20217 - CLEAR STONE - TON	300.00	\$6.00	\$1,800.00
20218 - CRUSHED STONE - TON	2290.00	\$19.50	\$44,655.00
20221 - TOPSOIL - SY	100.00	\$5.00	\$500.00
20701 - TERRACE SEEDING - SY	5150.00	\$1.25	\$6,437.50
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$100.00	\$500.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$800.00	\$800.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	4.00	\$300.00	\$1,200.00
21022 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN - LF	2620.00	\$2.40	\$6,288.00
21023 - SILT FENCE - REMOVE & RESTORE - LF	2620.00	\$1.00	\$2,620.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	5150.00	\$2.00	\$10,300.00
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$1,800.00	\$1,800.00
50212 - SELECT BACKFILL FOR SANITARY SEWER - TF	2582.00	\$0.10	\$258.20
50303 - 12 INCH PVC SANITARY SEWER PIPE - LF	970.50	\$57.96	\$56,250.18
50304 - 15 INCH PVC SANITARY SEWER PIPE - LF	1611.50	\$86.82	\$139,910.43
50434 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	20.00	\$65.10	\$1,302.00
50701 - 4' DIA. SANITARY SAS - EACH	10.00	\$6,518.00	\$65,180.00
50702 - 5' DIA. SANITARY SAS - EACH	1.00	\$15,668.00	\$15,668.00
50791 - SANITARY SEWER TAP - EACH	1.00	\$2,500.00	\$2,500.00
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	12.00	\$500.00	\$6,000.00
50801 - UTILITY LINE OPENING (UNDISTRIBUTED) - EACH	5.00	\$800.00	\$4,000.00
90070 - SALVAGE TOPSOIL - TF	2645.00	\$5.91	\$15,631.95
90071 - TOPSOIL PLACEMENT - FARMLAND - TF	2645.00	\$9.40	\$24,863.00
26 Items	Totals		\$433,964.26



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

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

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL

11-16-2017
DATE

By:  V.P.
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

11-16-2017
DATE

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

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

11-16-2017
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

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

608-252-9674
TELEPHONE NUMBER

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

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

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


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


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

ATTEST:

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



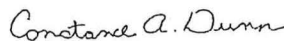
By: 
Secretary
Michael McKibben


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

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

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



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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



Michael Bond

Michael Bond, Vice President

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 22 day of MAY in the year Two Thousand and Nineteen between **SPEEDWAY SAND & GRAVEL, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MAY 21, 2019**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019 CONTRACT NO. 9412

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 **FOUR HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED SIXTY-FOUR AND 26/100 (\$433,964.26)** 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.

**WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019
CONTRACT NO. 9412**


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:

 5/22/19
Witness Date

 5/22/19
Witness Date

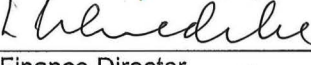
SPEEDWAY SAND & GRAVEL, INC.
Company Name

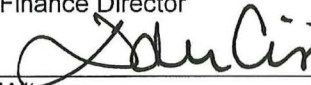
 5/22/19
V. President Date


 5/22/19
Secretary Date

CITY OF MADISON, WISCONSIN


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


 6/3/19
Finance Director Date


 6.5.19
Witness Date

 5.28.19
Witness Date

Approved as to form:

 _____
City Attorney Date

 6/5/19
Mayor Date

 5-28-2019
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** Company of Schaumburg, Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FOUR HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED SIXTY-FOUR AND 26/100 (\$433,964.26)** 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:

**WEST ELDERBERRY SANITARY SEWER INTERCEPTOR - 2019
CONTRACT NO. 9412**

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 22nd day of May, 2019

Countersigned:

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

Witness

[Handwritten signature]

V. President

[Handwritten signature] Seal NA

Secretary

[Handwritten signature: Janice Ryan]

Approved as to form:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety Seal
 Salary Employee Commission

City Attorney

[Handwritten signature]

By *[Handwritten signature]*
Attorney-in-Fact **Ross S. Squires**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8729812 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 22, 2019

Date

[Handwritten signature]
Agent Signature **Ross S. Squires**

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Betsy WRIGHT, Tina DOMASK, Allison M. Hill, Richard O. GIBBS and Ross S. SQUIRES, all of Middleton, Wisconsin**, each its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of March, A.D. 2018.

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



Michael P. Bond

By: *Michael P. Bond*
Vice President

Dawn E. Brown

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

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

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

Constance A. Dunn

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of May, 2019.



Michael C. Fay

Michael C. Fay
Vice President

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

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