

\$390,871.10

BID OF SPEEDWAY SAND & GRAVEL, INC.

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS

CONTRACT NO. 9605

PROJECT NO. 14915

MUNIS NO. 14915

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON NOVEMBER 26, 2024

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS
CONTRACT NO. 9605**

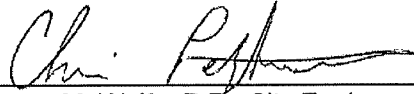
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This Proposal, and Agreement have
been prepared by:

CITY ENGINEERING DIVISION

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



James M. Wolfe, P.E., City Engineer for

JMW: gvp

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: | PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS |
| CONTRACT NO.: | 9605 |
| SBE GOAL | 10% |
| BID BOND | 5% |
| SBE PRE BID MEETING (3:00 P.M.) | 11/06/24 |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 11/07/24 |
| BID SUBMISSION (2:00 P.M.) | 11/14/24 |
| BID OPEN (2:30 P.M.) | 11/14/24 |
| PUBLISHED IN WSJ | 10/31/24 & 11/07/24 |

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

Small Business Enterprise Compliance Report

2.4

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

PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS CONTRACT NO. 9605

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 102.8 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK

The bidder is required to examine carefully the work site, the proposal form, plans, Specifications, Supplemental Specifications, special provisions and contract forms for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered for performing the work as scheduled, and as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the plans, specifications and special provisions and contract. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies

Sediment quantities were determined based on bathymetric surveying performed on November 1, 2022, cross referenced with sediment logs, and historical drawings.

Bathymetric surveys were conducted by City of Madison staff using Trimble GPS rover implemented with Seafloor Systems Hydrolite Single Beam Sonar, along with Hydrone Boat.

Sediment quantities for BID ITEM – 20101 Excavation Cut shall not be disputed, increased, or decreased.

The Contractor may perform their own bathymetric survey prior to bidding, however regardless of the results of that survey the data provided with this contract shall prevail and shall be used for measurement and payment.

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 \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 103: AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering prior to 12:00 PM on Thursday November 28, 2024. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday November 27, 2024.

ARTICLE 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to improve the existing Prairie Hills Detention Basin area including but not limited to removing the existing sediment buildup from the bottom of the Prairie Hills Detention Basin and grading the pond closer to original design elevations. Along with removing sediment, constructing a maintenance access drive off of Dorchester Way, constructing four 6'x6' Storm Access Structures with 6' sumps connected to existing stormsewer, removal of two inlets,

clearing and grubbing, grading, street restoration and site restoration. Three of the proposed storm access structures with sumps are located around the Prairie Hills Detention Basin area, while the fourth proposed access structure is located southwest of the site in Basalt Lane.

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

The Contractor shall determine and submit a dredging Means and Methods plan to the Engineer for review and approval prior to construction. Hydraulic dredging shall not be allowed, and dewatering of the pond will be required for construction. Drying of the dredged material on the project site shall not be allowed. The Contractor shall be responsible for providing a disposal location, permitting that location, hauling (in sealed water-tight trucks) and disposal of the dredged material at that location. The Contractor shall be required to obtaining all permitting required for dewatering and disposing dredged material.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project. All bid items listed in the proposal page shall be paid for at the plan quantity, unless noted otherwise in the special provisions. Bid items that are not used may be eliminated.

SECTION 105.7 CONTRACT DOCUMENTS

The Contractor shall submit the following documents prior to beginning work on any of the associated activities. Once approved by the Engineer, these submittals shall be considered contract documents, to which the Contractor shall adhere. Additional submittal requirements are listed within Article descriptions or individual bid items.

- TREE CLEARING AND GRUBBING SUBMITTAL (BID ITEMS 20401 & 20406)

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTIONS

The Contractor shall be responsible for setting all lines and/or grades required to complete all work. Surveys, Points, and Instructions shall be incidental to Bid Item 90003- CONSTRUCTION SURVEYING.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Private utilities exist in the right of way and detention basin area. The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction. The Contractor shall allow access to utility companies and resolve any conflicts that may arise during construction. It will be the responsibility of the Contractor to work with the utilities located in the project area to resolve conflicts during the construction process.

The Contractor shall secure materials at the end of each work day to deter any potential damage, loss, vandalism and theft. All costs associated with the securing of the site shall be included in the Mobilization bid items.

The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, fences, utilities, structures, or other facilities that are to remain. Damage to these items

during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications and shall be considered incidental to this contract. The Contractor shall protect existing elements within the approximate construction area available for Contractor's use as indicated on the drawings. The Contractor should be made aware that existing rip rap may exist in the existing pond within the proposed sediment dredging and pond excavation limits. The Contractor shall replace all existing riprap excavated at no additional cost. In addition, the Contractor may choose to install additional access roads, provide temporary stockpiles (excluding stockpiling dredged material or excavation cut) incidental to this contract, and store material and equipment within the approximate construction area. Any additional site disturbance not indicated on the drawings or included in the bid item quantities shall be restored in accordance with the specifications at no additional cost.

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

The Contractor shall attend a pre-construction meeting prior to the start of construction. The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, concrete curb, sidewalk, asphalt pavement and other facilities that are in the area to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications. The Contractor shall use care around all existing trees that are to remain. No trees that are to be preserved shall be cut without the approval of the Engineer. The Contractor shall protect and not disturb vegetation located outside of the limits of disturbance. Orange construction fence and silt fence is noted on the plans to help protect some areas outside of the limits during construction. It shall be the Contractor's responsibility to understand where the limits of disturbance are located.

Contractor shall confine their operations to work in areas indicated on the plans and right-of-way. Contractor shall not trespass. Any damage to private property caused by access shall be restored in kind by Contractor at Contractor's expense. Contractor may NOT store materials, or stage equipment on private property. It shall be the contractor's responsibility to understand where the limits of disturbance are located.

Contractor is alerted that very little additional space is available within the project grading limits for material storage, staging, and other uses. All areas disturbed by construction activities shall be restored when construction is complete. The Contractor SHALL NOT temporarily stockpile dredged material. Dredge material must be directly loaded and hauled via watertight haul trucks with tailgate seals to eliminate the loss of water during hauling operations. The Contractor may not store materials, or stage equipment on the landscaped areas or other areas outside of the limits of disturbance and/or construction fencing.

The plans and specifications were created by the City of Madison. Contact Grant Pokos at City Engineering with any questions or discrepancies found on the plans at gpokos@cityofmadison.com.

SECTION 105.13 ORDER OF COMPLETION

The Contractor shall phase construction operations to minimize the amount of time that there is disturbance within the project. The Contractor is responsible for their construction staging and shall do so to minimize the impacts to the project site.

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this project.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The travel lanes and bike lanes on Mckee Road, Waterford Road, Basalt Lane and Dorchester Way shall be kept open to all traffic at all times and the Contractor shall keep the portions of the street being used by public traffic around the project in such condition that traffic will be safely, reasonably and adequately accommodated. The Contractor shall provide and maintain in safe and adequate condition temporary approaches, crossings and intersections with roads and necessary driveways. The Contractor shall bear all the expense of maintaining traffic over sections of streets adjacent to the project that may be impacted during mobilization, staging, construction, hauling and any other aspect of construction of this project. The Contractor is to create any traffic control plans necessary to complete construction along with recognizing and obtaining any traffic control approvals necessary.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Any traffic control may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Maintain sidewalk at all times on one side of the street and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract. Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

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

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

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

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

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

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

Contact Jeremy Nash, City of Madison Traffic Engineering, at jnash@cityofmadison.com or 608-266-6585 for questions on this spec.

SECTION 107.13 TREE PROTECTION

All existing trees on both public and private shall be protected. Tree protection shall be considered incidental to this contract. Any damage to trees including injury to roots, trunks or branches, bark or tree wounding, soil compaction that degrades the function of roots may be determined by the Engineer as damage subject to fine or liquidated damages. Temporary fencing has been specified on plans to minimize impacts to trees. The Contractor may install additional temporary fencing to protect individual trees from damage. Additional temporary fencing for tree protection beyond quantities specified in this contract shall be incidental to this contract.

When encountering roots, the Contractor shall be cleanly cut with lopping shears, chainsaw, sawzall or other means that provide a clean cut. Exposed roots shall be covered as soon as excavation is complete. The Contractor shall not rip or pull roots out wards the trunk of a tree while excavating with a backhoe. The use of a backhoe to clean cut roots is NOT acceptable.

ARTICLE 108.2 PERMITS

The following permits are required (and have/will be applied for by the City and approved) for this project:

- City of Madison Erosion Control Permit
- Wisconsin DNR WRAPP Permit

It shall be the responsibility of the Contractor to obtain any and all additional permits that may be required for this project. Including the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

Dredging/Dewatering-Related Permits: Contractor shall obtain all necessary dewatering/dredging permits necessary for construction activities associated with the pond construction, including but not limited to the following after determining the need with the DNR. Provide copies of correspondence with the DNR regarding need for these permits to the City of Madison:

- Wisconsin DNR Dewatering
- Carriage and/or Interstitial Water Resulting From Dredging Operations Permit (WPDES Permit No. WI -0046558-06-0).
- Pit/Trench Dewatering Permit (WPDES Permit No. WI-0049344-4).
- Short Duration Discharge Permit (WPDES Permit No. WI-0059137-4).
- High- Capacity Dewatering Well Permit. This permit is generally needed when dewatering at a rate over 70 gpm.
- WI-DNR WRAPP/NOI (Notice of Intent) for the Contractor's chosen fill site (if the fill area exceeds 1 acre of disturbance)

Any permits required for dewatering operations shall be anticipated, designed, obtained and paid for by Contractor.

- a.) For dewatering operations, if dewatering wells singly or in aggregate produce 70 or more gallons per minute, Contractor shall obtain from the Wisconsin Department of Natural Resources, in accordance with Paragraph 281.17(1), Wisconsin Statutes, a permit for dewatering. The Department's private water supply section's address for Well Permits is: Wisconsin Department of Natural Resources, Private Water Supply Section, Box 7921, Madison, Wisconsin 53707. All wells shall be drilled and closed in accordance with DNR requirements for installing and abandoning wells.

- b.) Contractor shall comply with the provisions of Chapter 283, Wisconsin Statutes, regulating the discharge of effluent from construction pit trench dewatering. These provisions provide for the removal of suspended solids from dewatering effluent prior to the direct discharge to surface waters or wetlands. Contractor shall apply as necessary to the Department of Natural Resources for a permit to discharge effluent from construction pit or trench dewatering. This discharge may be covered by an existing state general permit for discharging contaminated stormwater runoff/or construction pit dewatering. Information about and application forms for this permit(s) may be obtained at the address shown below.

South Central Region
Department of Natural Resources
3911 Fish Hatchery Road
Fitchburg, WI 53711

All permit application costs, coordination and approvals required shall be considered incidental to the Mobilization bid item for the Contract. The City of Madison will obtain an Erosion Control Permit prior to construction.

Any permits needed for this project are required prior to authorizing the start of construction.

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

A City of Madison Erosion Control permit has been applied for and weekly inspections will be completed by City Staff. Contractor shall be required to complete additional inspections following storm events on weekends and holidays, and this work will be paid for under bid item 21002-Erosion Control Inspection. A copy of the permit will be provided to the contractor prior to construction.

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 Engineer or his designees.

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

SECTION 109.2 PROSECUTION OF WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. If it is desirable to begin work before December 16, 2024, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice that was sent to the Contractor. Construction work shall be carried out at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications.

SECTION 109.5 METHODS AND EQUIPMENT

The Contractor shall submit a Methods and Equipment Plan for approval by the Engineer prior to starting construction. The Methods and Equipment plan shall include information on project phasing, and erosion control implementation plans.

The Contractor shall note that hydraulic dredging shall not be allowed. The Contractor shall submit the method of dredging prior to construction to, the engineer, for approval. Pond dewatering is an acceptable method and the pond shall be dewatered prior to dredging the portion of the pond that the Contractor is working on. The Contractor shall not stage or dewater the dredged sediment at the project site. All dredged sediment must be directly transported to the permitted Contractor Fill Site.

SECTION 109.7 TIME OF COMPLETION

The Contractor shall begin work on or around **DECEMBER 16, 2024** or when ground is dry enough to begin. Regardless of the start date, all site work shall be completed on or prior to **MAY 15, 2025**.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor, for his or her convenience, deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be at the Contractor's responsibility and shall not be compensated.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's and pipe invert, size and location verifications are completed by the contractor and approval of the Engineer has been received.

BID ITEM 10911 – MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. The Contractor shall not stage equipment or materials outside of the project limits. Staging of materials within the street shall not be allowed.

Damage to curb and gutter, sidewalks, streets or other features or on adjacent property shall be the responsibility of the Contractor to repair at no additional cost to the City.

Any disturbance that requires reseeding, topsoil, or matting outside the project limits, shall be incidental to this bid item.

Mobilization related to hauling, dewatering, and disposal of sediment shall be incidental to this bid item. No additional compensation shall be provided for re-mobilization.

Work under this bid item shall also include completing measures required to protect existing facilities, including existing curb and gutter, sidewalks, and other greenway features. The Contractor shall take all necessary precautions to protect curb and gutter, and sidewalks when they intersect with construction access routes. If damage occurs to these facilities, they shall be repaired at no cost to the City. The

Engineer shall make the final determination as to what facilities shall be replaced due to construction damage.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Work under this bid item shall include all labor, equipment, hauling, materials, and incidentals necessary to achieve the grades as represented by the contours on the plan set, as shown on the typical sections or as defined in these Special Provisions. Work under this bid item shall be in accordance with Article 201 of the latest addition of the City of Madison Standard Specifications for Public Works Construction.

Cut and fill quantities were calculated using the difference between the existing and proposed surfaces of the digital terrain models, and for the excavation of the permanent maintenance access road to be placed conforming to existing topography from Dorchester to the pond. Sediment and sediment excavation include all excavation materials to be removed in the wet detention basin area.

The following Excavation Cut activities and amount shall be paid at the Plan Quantity without measurement thereof:

- Topsoil Stripping: 0 – there is no anticipated topsoil stripping
- Riprap Excavation: 37 cy for removal and replacement of existing riprap
- Maintenance Access Road Excavation: 20 cy
- Sediment Excavation: 1,821 cy

Total Excavation Cut: 1,878 cy

Total Fill (safety shelf): 25 cy

It is estimated that approximately 25 cubic yards of subsoil shall be made available through excavation cut. Suitable materials (to be determined by the Engineer) may be re-used as fill within the project limits. The fill volume shown above may be found lower in the field. Placement of subsoil shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is incidental in this bid item.

Contractor to note all excavated areas shall be filled at the end of each work day in streets, sidewalks and public walkway areas.

The Contractor bidding shall take note and bid accordingly that no changes to this quantity will be approved during construction unless there are significant changes to the design. This is not limited to and includes minor differences in additional topographic surveys that may arise, earth movement, sediment build up, erosion, organics, design calculations and shrink/swell. No expansion or shrinkage factors have been or will be applied to the earthwork quantities. Three-dimensional CAD files containing the digital terrain models used for the earthwork calculations will be available for construction after bidding is complete.

Any additional excavation from the site beyond quantities and depths shown in the plan shall be requested by the Contractor for approval by the Engineer prior to additional excavation and paid under BID ITEM 90007 – ADDITIONAL AUTHORIZED EXCAVATION.

Sediment Removal Methods and Materials

The Contractor shall submit a Methods and Equipment plan for approval by the Engineer prior to starting construction. The Contractor shall note that this shall include detailed information regarding plans for dredging, hauling and disposing of sediment. Sediment shall be removed using sealed water-tight trucks to a sediment location provided by the Contractor. The Contractor shall be required to provide a survey of the pond bottom to the Engineer for approval, prior to finalizing sediment removal operations.

Temporary Stockpiles

Contractor is alerted that very little additional space is available within the project grading limits for material storage, staging, and other uses. Contractor may stage equipment, temporary stockpile topsoil and store materials only within areas identified on the plans that will not affect existing trees to remain or protected vegetation. **The Contractor SHALL NOT temporarily stockpile dredged material. Dredge material must be directly loaded and hauled via watertight haul trucks with tailgate seals to eliminate the loss of water during hauling operations.** These areas shall be protected with erosion control and will be restored in kind when construction is complete. Any areas damaged with temporary stockpiles shall be repaired and reseeded with native vegetation at the Contractor's expense.

Sediment Material Disposal

All excess material generated during construction, including sediment shall be hauled off-site and disposed of by the Contractor at a site provided by the Contractor at no additional cost to the City of Madison.

Sediment sampling and analysis has been completed and analytical results indicate that the existing sediment does not require landfill disposal. The sediment sampling analytical results are provided in the appendix to these specifications under the Dorchester column.

Contractor shall select and identify a fill site, offsite reuse location, or land application site that will be used for disposal of dredged materials and shall provide this information to the City of Madison no later than 15 calendar days prior to commencement of dredging activities or at the preconstruction conference, whichever comes first. Contractor shall be responsible for obtaining all necessary approvals from the WDNR for the offsite material, including Accumulated Sediment End Use Certification Form 4400-248, and from all appropriate landowners if dredged materials will be disposed of or reused at fill site, other reuse location, or at a land application site. The city will assist with appropriate sections of Form 4400-248.

The disposal site at a minimum shall meet the following NR 528.04(2) Performance Standards:

(1) No person may use or dispose of accumulated sediment at a site if there is a reasonable probability that the sediment end use will cause any of the following:

1. A significant adverse impact on wetlands as defined in ch. NR 103.
2. A take of an endangered or threatened species prohibited by s. 29.604, Stats.
3. A detrimental effect on any surface water.
4. A detrimental effect on groundwater that will cause or exacerbate an exceedance of any preventive action limit or enforcement standards at a point of standards application as defined in ch. NR 140. The point of standards application is defined by s. NR 140.22(1).

See the Article 108.3 Permits for additional requirements related to the disposal site.

Pond Sealing

The Contractor shall be responsible for ensuring the pond is sealed and holds a constant water elevation. The Contractor shall repair any areas that are leaking. Sealing shall be considered incidental to this contract.

The historical engineering plan of this site has been included as Appendix A for the information only.

Any dewatering plan design, coordination or permitting needed for this excavation shall be incidental to this bid item, bid item 90000 Stormwater Control and bid item 90001 Site Dewatering/Groundwater Control.

Contractor shall contact the City of Madison Construction Engineer to inspect and approve the finish grade prior to payment and seeding and matting.

METHOD OF MEASUREMENT

Excavation Cut within the limits shown in the plan set, or as defined in these Special Provisions, shall be paid based on the "Plan Quantity" without measurement thereof. No changes to this quantity shall be approved unless there are significant revisions to the PLAN design that result in (>10%) increase or decrease in quantity. The Contractor is encouraged to survey or measure depths with other methods prior to bidding. Our bathometric survey is an estimate (as all bathometric surveys are) of sediment elevation but it shall be used for payment barring design changes.

BASIS OF PAYMENT

Excavation Cut shall be paid at the contract unit price for the work as described above, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to complete this item of work.

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 for a construction entrance and/or other purposes as directed by the Engineer. Bid quantities for clear stone include clear stone quantities for BID ITEM 21011 – CONSTRUCTION ENTRANCE. Any additional stone beyond the construction entrance shall be paid for at unit cost.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Topsoil shall include furnishing, hauling, placing, fine grading and raking the surface in preparation for seeding for all areas outside of the wet pond area within the fenced and construction access areas. **For areas that were only disturbed due to construction traffic and not excavation, Additional excavation to place topsoil will not be required.**

Topsoil shall meet all other requirements set forth in accordance with Section 202 of the Standard Specifications. Contractor may use salvaged topsoil obtained from the limits of disturbance. Import of additional topsoil shall be incidental to this bid item.

All areas within the proposed construction area shall have a sufficient graded and raked topsoil layer to promote effective plant growth. Topsoil shall be added to areas within the construction areas to obtain smooth grade transitions and allow for good seed establishment. Any areas of compacted topsoil shall be loosened and raked. Contractor shall contact the City of Madison to inspect and approve the finish grade and topsoil layer prior seeding and matting. Any additional topsoil needed after inspection will be supplied and applied to the site by the contractor incidental to this bid item.

All topsoil onsite shall be stored in an appropriate manner, which includes storing the material in an upland area and surrounding the stockpile with silt fence or silt sock.

METHOD OF MEASUREMENT

Topsoil shall be paid based per square yard as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Topsoil shall be paid at the contract unit price for the work as described above, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to complete this item of work.

BID ITEM 20401 and 20406 – CLEARING AND GRUBBING

DESCRIPTION

Work under these items consists of all equipment, materials, labor and incidentals required for the clearing, grubbing, removal and disposal of individual trees over four (4) inches in diameter as shown on the drawings. The tree survey was conducted in 2023. Tree diameter measurement shall be per the 2023 tree survey findings. No additional compensation will be given for growth of tree diameter from the time of the tree survey to the time of removal.

All clearing and grubbing shall be overseen by an ISA certified arborist. The Contractor shall provide the name and license number of the certified arborist who will be overseeing the project. Tree clearing shall be gentle, and carefully performed to minimize damage to the existing ground layer, adjacent trees, and to minimize soil compaction and erosion. Equipment for tree clearing shall be selected to least cause soil erosion and compaction. Preferred methods for tree removal include climbing, and removal with low pressure equipment such as Spider-lifts. Low pressure bucket trucks shall be allowed with approval from the Engineer. The Contractor shall submit the methodology for all tree removals, including timing, equipment, temporary stockpiling, to the Engineer prior to starting construction.

All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site and disposed of at a location provided by the Contractor at no additional cost to the City.

Clearing and Grubbing shall be done in accordance with Article 204 of the Standard Specifications.

CONSTRUCTION METHODS

Contractor shall mark the trees to be removed in the field and shall review the individual trees to be removed with the Construction Engineer prior to removing them. The Engineer may designate certain trees near or within the intercepts to be saved or protected. Such trees shall be clearly marked in the field

BID ITEM 20450 – HEAVY RIPRAP-GLACIAL FIELD STONE

DESCRIPTION

Work under this item shall include all equipment, materials, labor and incidentals to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall be sized between 6.5 and 20 inches in diameter. The intent of the varied stone sizes is to create graded stone stabilization at outfalls. Therefore, well graded material, approximately within the sizing limits is encouraged.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site. Prior to placement, the Contractor shall submit sourcing information to the Project or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance. Heavy Riprap shall be placed to a depth of 24 inches, unless otherwise stated. The material shall be underlain with Type HR filter fabric – which shall be paid separately under BID ITEM 20256-RIPRAP FILTER FABRIC, TYPE HR. The Contractor may utilize existing riprap found on site if it is found to be acceptable and meet these special provisions. Glacial riprap salvaged from on-

site may exceed the size requirements for imported riprap contained in the bid item as long as the specification is other wise met.

Loosening, moving, loading, hauling, relocating, stockpiling and/or disposal offsite of existing heavy riprap that shall not be reused shall be incidental to this bid item.

All stone on site shall be placed so that it keeps the top of the stone at the flow line or bank grade. Stone shall not be elevated from adjacent features.

| Min. Diameter | Median Diameter | Max. Diameter |
|---------------|-----------------|---------------|
| 6.5" | 15" | 24" |

All stone on site shall be placed so that it keeps the top of the stone at the flow line or bank grade. Stone shall not be elevated from adjacent features.

METHOD OF MEASUREMENT

Heavy Riprap – Glacial Field Stone shall be measured per cubic yard of material provided, transported, and placed onsite based on quantities listed in the proposal page.

BASIS OF PAYMENT

Heavy Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price listed in the proposal page which shall be full compensation for all work, materials, equipment, and incidentals necessary to source, transport, double handle, stockpile, store, transport and place stone as defined in the plan set and these Special Provisions.

BID ITEM 20701 – TERRACE SEEDING

DESCRIPTION

This bid item includes seeding all areas shown on the vegetation plan with Terrace Seeding Mix as described in Article 207 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Terrace Seeding shall be field measured per square yard of material provided, transported, and placed onsite based on construction activities. This quantity may be reduced, increased, or eliminated based field measurements

BID ITEM 20706- TALL GRASS PRAIRIE SEEDING

DESCRIPTION

This bid item includes seeding all areas shown on the vegetation plan with Tall Grass Prairie Seeding Mix as described in Article 207 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Tall Grass Prairie Seeding shall be field measured per square yard of material provided, transported, and placed onsite based on construction activities. This quantity may be reduced, increased, or eliminated based field measurements

BID ITEM 20710- NO MOW TURF SEEDING

DESCRIPTION

This bid item includes seeding all areas shown on the vegetation plan with No Mow Turf Seeding Mix as described in Article 207 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

No Mow Turf Seeding shall be field measured per square yard of material provided, transported, and placed onsite based on construction activities. This quantity may be reduced, increased, or eliminated based field measurements

BID ITEM 21017 – SILT SOCK (8 INCH) – COMPLETE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 8-inch silt sock in accordance with the City of Madison Standard Specifications for Public Works Construction.

300 linear feet have been added to the proposal page for undistributed silt sock to be used around soil stockpiles. 300 linear feet have also been added to proposal page to be placed on the edges of the drive between the wet cells prior to wet detention basin if necessary. The quantity of this item may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles. The quantity of this item shall be field measured and may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles.

BID ITEM 21021 – SILT FENCE – COMPLETE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove silt fence as shown on the plans in accordance with the City of Madison Standard Specifications for Public Works Construction. The quantity of this item shall be field measured and may be reduced, increased, or eliminated based as needed for the project.

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

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain erosion matting in accordance with the City of Madison Standard Specifications for Public Works Construction. Erosion matting shall be placed over all areas shown to require seeding on the vegetation page of the plans. The quantity of this item shall be field measured and may be reduced, increased, or eliminated based as needed for the project.

BID ITEM 50801 – UTILITY LINE OPENING

DESCRIPTION

This work consists of performing a utility line opening in accordance with Article 508 Utility Crossings of the latest edition of the City of Madison Standard Specifications for Public Works Construction. This work shall be completed a minimum of three (3) days prior to any work being anticipated in the immediate area of the ULO, to allow sufficient time for redesign of the affected utility if so required.

This work is to be conducted along with a one call for the contractor to field locate an area to place the 6'x6' Storm Access Structure in Basalt Ln. and to verify the depth of pipe that the proposed catch basin will connect to prior to construction. This information will be used to field establish the structure location, pipe connections, sump and rim for construction.

BID ITEM 90000 – STORMWATER CONTROL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control wet and dry weather flow in the construction area, detention basin, banks and storm sewers for the duration of the project. This includes any storm sewer rerouting necessary for storm sewer and structure installation and greenway improvements and restoring any disturbed areas within the project area affected by rain events during construction. The Contractor shall expect water to be present and flowing on the site and in storm sewer whenever it rains. The Contractor shall anticipate these conditions. The Contractor shall take all necessary steps to protect the new and existing structures, drainage paths, detention basin, slopes, and any grading from damage during rain events during construction.

The project's storm sewer and detention basin receive a large amount of water during rain events, including overland flow. The Contractor shall be prepared to coordinate construction with these events, manage storm flow, reroute flow if necessary, secure construction materials and protect grading during rain events.

The Contractor shall be prepared to discuss their storm control plan in detail at the pre-construction meeting. Any additional material, equipment, erosion control devices, stone, etcetera required to manage storm events and not otherwise identified in these Special Provisions shall be included with this bid item.

The Contractor shall be aware that any dewatering, including trench dewatering or pumping of accumulated storm water, shall include treatment for sediment removal prior to discharge off-site.

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to manage dry and wet weather flow and conditions within the project and proposed storm sewer to complete this project.

METHOD OF MEASUREMENT

Storm Control shall be measured as a Lump Sum for all storm control necessary throughout construction

BID ITEM 90001 – SITE DEWATERING/GROUNDWATER CONTROL

DESCRIPTION

Work under this item shall conform with Sec. 502.1 of the Madison standard specifications and include all design, work, materials, equipment, permitting, fees and incidentals required to dewater the pond and site during construction or to work with the water on-site in a manner that is acceptable to the Contractor until the completion of the project, and allows the project to be constructed in accordance with these plans and specifications.

The Contractor shall be responsible for designing a dewatering plan to fit his/her construction methods and for any permitting and approvals of said plan that is required. It is the contractor's responsibility to identify, understand, follow any regulations and obtain any permitting required for dewatering of this project. The Contractor shall create and complete a dewatering plan that meets any applicable regulations for approval prior to the beginning dewatering activities. The plan shall include proposed sediment control measures to be used during dewatering.

The Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR) and pay any fees required for permitting as part of this bid item, If the Contractor determines groundwater dewatering

is necessary, the Contractor shall be solely responsible for choosing a method of surface and groundwater control that is compatible with the constraints defined by the Wisconsin DNR and City of Madison. The Contractor shall be responsible for the adequacy of the system until construction is complete and shall take all necessary measures to ensure that the groundwater and dewatering operation will not endanger or damage any existing adjacent utility or structure.

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

The Contractor shall be aware that any dewatering, including trench dewatering or pumping of accumulated storm water, shall include treatment for sediment removal prior to discharge off-site. At a minimum, this treatment shall include filtering the water via a sediment bag prior to discharge. The geotextile bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Construction Engineer, this treatment process is not providing sufficient sediment removal, the Contractor shall add polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

The Contractor shall maintain dewatering activities until no longer needed for construction and the pond is filled.

Borings are provided as an attachment to the Special Provisions to assist the Contractor in determining what methods are required to dewater the site.

METHOD OF MEASUREMENT

Groundwater Control shall be measured as a Lump Sum for all dewatering necessary throughout construction.

BASIS OF PAYMENT

Groundwater Control shall be paid for at the contract unit price, which shall be full compensation for all work as outlined in the description.

BID ITEM 90002 – TEMPORARILY REMOVE, SALVAGE AND REINSTALL MODULAR BLOCK RETAINING WALL

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials and incidentals necessary to remove, salvage, store, protect, and reinstall in kind any portion of the existing modular block that may need to be temporarily removed for construction of 6'x6' Storm SAS located on southwest side of the site along McKee Road. This includes any excavation that may be needed for the wall. If it is found that no portion of the wall needs to be removed during construction, this bid item will be paid as protection of the existing wall.

If any of the wall components need to be replaced to work with new slopes it shall be replaced by the Contractor at no cost to the City and incidental to this bid item. If any of the wall is damaged during construction, removal or storage, it shall be replaced by the Contractor at no cost to the City and incidental to this bid item.

Once storm sewer structure construction is complete in this area, any wall that was damaged or removed shall be returned to its same horizontal location in the same condition and structural integrity as before it was removed.

The Contractor shall reinstall the wall in a manner that creates a smooth contiguous wall and does not damage the portions of the wall that are not removed for the project. The contractor is encouraged to visit the site prior bidding to determine the effort required for this and to gauge the possible scope of wall to removed and replaced.

METHOD OF MEASUREMENT

Remove, Salvage and Reinstall Modular Block Retaining Wall shall be measured as a Lump Sum for all removal, storage and reinstallation and/or protection necessary throughout construction.

BASIS OF PAYMENT

Remove, Salvage and Reinstall Modular Block Retaining Wall shall be measured as described above and shall be paid for at the contract unit price, which shall be considered full compensation for removing, storing, and reinstalling the wall or protection during construction. This includes all equipment, tools, labor and incidentals necessary to complete the work as set forth in the description. Any replacement of damaged wall sections, sections that need to be replaced and additional parts required shall be incidental to this bid item.

BID ITEM 90003 – CONSTRUCTION SURVEYING

DESCRIPTION

The Contractor shall be responsible for all surveying and staking required for layout, construction and accurate completion of the project in accordance with the plans or any field changes directed by the Engineer. This includes staking all objects shown in the plans, utilities, access, limits, lines, contours, bid items, additional control, and grades required for construction of the project. An AutoCAD (.dwg) file will be provided by the City upon request after a bid is selected and prior to construction. This also includes any topographic surveying required to verify excavation and grades have been met. The Contractor shall be responsible for configuring the file to a usable format in order to set elevations, create nodes, alignments, or other useful data to facilitate surveying and staking.

The City of Madison shall provide initial local horizontal control (coordinates) and initial vertical control (benchmarks) for use during construction. Contractor shall coordinate verification of the project layout and elevations with the City as necessary. The Contractor shall contact the City surveyor assigned to this project at least 48 hours prior to requesting elevation checks of grades, Storm sewer SAS elevations and any finished grades. If it is found during verification that the grading is not set to the correct limits, elevation, or material has not been removed the Contractor shall continue grading/excavation until the correct elevations/volumes are met at no additional cost to the City.

The Contractor shall use the established horizontal and vertical control points as provided by the City of Madison as initial control. The contractor may need to set additional control for completion of the project. Additional control set by the contractor shall be incidental to this bid item. It is the contractor's responsibility to check for accuracy of set control.

Orange construction and silt fence, as shown in the plans, shall be set prior to construction. This fence will be in place to protect the existing landscaping, trees, ground and vegetation on the site outside of the limits of disturbance and no disturbance, storage or stockpiling shall occur in that area.

The Contractor shall be required to submit an as-built CAD surface model of the bottom of pond elevations to the Engineer for approval at the following times:

- After completion of excavation
- After preparation of subgrade in areas for clay liner (if applicable)

- After installation of clay liner (if applicable)

The Contractor shall not proceed until each as-built CAD surface model has been approved by the Engineer.

METHOD OF MEASUREMENT

Construction Surveying shall be measured as a Lump Sum for all described above and construction surveying necessary for project completion throughout construction. Including a final as-built of the wet pond area elevations.

BASIS OF PAYMENT

Construction Surveying shall be paid for at the contract unit price, which shall be full compensation for all work, materials and incidental to complete the work described above.

BID ITEM 90004 – 6'x6' STORM SAS W/6' SUMP

Work under this item shall include all work, materials, and incidentals necessary to construct and install a 6' x 6' Storm SAS with a 6' sump below existing invert in accordance with City standard bid item 50726 and SDD 5.7.4. All existing storm sewer pipe connections to the structure are incidental to this bid item. Contractor is responsible to verify location and depth of existing pipe connections prior to construction and adjust the structure accordingly incidental to this bid item.

METHOD OF MEASUREMENT

6'x6' Storm SAS w/6' Sump shall be measured per Each unit fully provided and installed as described above and per the City's standard specifications and details.

BASIS OF PAYMENT

6'x6' Storm SAS w/ 6' Sump shall be paid for at the contract unit price, which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 90005 – 6'x6' STORM SAS W/TYPE 5 TERRACE INLET 6' SUMP

Work under this item shall include all work, materials, and incidentals necessary to construct and install a 6' x 6' Storm SAS w/ Type 5 Terrace Inlet and a 6' sump below existing invert in accordance with City standard bid item 50726, 50770 and SDD 5.7.12D. All existing storm sewer pipe connections to the structure are incidental to this bid item. Contractor is responsible to verify location depth of existing pipe connections prior to construction and adjust the structure accordingly incidental to this bid item.

METHOD OF MEASUREMENT

6'x6' Storm SAS w/ Type 5 Terrace Inlet and 6' Sump shall be measured per Each unit fully provided and installed as described above and per the City's standard specifications and details.

BASIS OF PAYMENT

6'x6' Storm SAS w/Type 5 Terrace Inlet and 6' Sump shall be paid for at the contract unit price, which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 90006 – 6" CLAY LINING PROVIDE AND PLACEMENT

DESCRIPTION

This item includes all work, materials, equipment, labor, hauling, placement and incidentals necessary to provide and place a 6" clay liner in the excavated pond areas below the permanent pool and above the excavation where non-clay soils are exposed. The amount included in this bid item is an estimate. Final quantities will be determined in the field by the Engineer.

Upon excavation to design grades, the Contractor shall contact the Engineer for approval of the pond bottom material. Approval of suitable material shall be determined by the City of Madison's contracted geotechnical scientist.

The Contractor shall be responsible for any pond sealing identified by the Engineer's soil engineer based on bottom of pond conditions. The Contractor shall repair and seal any areas of the wet pond area that are leaking after removal of material and sediment to the Engineer's satisfaction incidental to this bid item. Borings and a historical plan are attached to this for the Contractor's information.

The clay liner shall be placed above the excavation elevation shown in the plans if found needed in the field. If existing clay is found at the bottom of excavation and considered acceptable, it is the City's preference that no additional clay be added in those areas to increase the volume of the pond.

The estimated clay quantity was determined by using the area of the wet pond inside of the safety shelf at 6 inches deep. It is anticipated that this volume will be found to be less in the field as clay sections will be met at the bottom of excavation in areas.

- Estimated Quantity: 860 CUYD

All areas that fall within native clays at the end of excavation with a suitable thickness do not need to receive additional clay liner but must be set at finish grade. If clay soils are found on site they shall be verified as acceptable by the City's soils engineer prior to use. Compaction of Clay shall be per NRCS Wisconsin Construction Specification 204 "Soil Liners". Which requires one pass over the entire surface of fill by specific methods. Smooth rollers are not suitable for compaction of fine-grained liners. Contact the City's engineer for approval of foundation and materials prior to placing clay.

SUBMITTALS AND APPROVALS

The Contractor is responsible submitting the following documents, and/or for receiving approval for the following items. Failure to do so may result in forfeiture of payment for this bid item.

Submittals:

- a. Test results for proposed clay liner material, to include Atterberg limits, grain size distribution, and proctor tests.
- b. In-Situ Material Substitution Plan, if applicable.

Approvals:

- a. Material: written approval from the Project Engineer or Construction engineer for use of the proposed material.
- b. In-Situ Material Substitution Plan: written approval from the Project Engineer or Construction Engineer to substitute in-situ clay with placed clay liner.
- c. Foundation Preparation: verbal approval from the Project Engineer or Construction Engineer prior to placement of the first lift of clay.
- d. Final Acceptance: written approval from the Project Engineer or Construction Engineer accepting placement of the liner. This will only be granted after all field testing has been reviewed and approved.

Placed clay liner shall be per requirements below: or approved by the City's soil scientist. The City's soils scientist shall approve the material being used prior to installing clay liner.

- a. 50% fines (200 sieve) or more.
- b. An in-place hydraulic conductivity of 1×10^{-6} cm./sec. or less.
- c. Average liquid limit value of 16 or greater, with no value less than 14.
- d. Average PI of 7 or more with no values less than 5.
- e. Clay compaction and documentation as specified in NRCS Wisconsin Construction Specification 204, Earthfill for Waste Storage Facilities.

If the Contractor places the clay liner during winter months the clay shall be kept in an unfrozen condition prior to placement and moisture adjustment shall be completed prior to bringing the borrow to the site for placement. It is possible to place and compact clay on frozen ground, however the clay being placed shall be unfrozen and at a suitable moisture content to allow compaction. This shall be approved by the City's soils engineer prior to placement.

Clay materials shall contain no sod, brush, roots, frozen soil, or other perishable materials. Rock particles larger than 3 inches shall be removed prior to compaction of the clay.

Pond surfaces shall be graded to remove surface irregularities and shall be scarified or otherwise acceptably scored or loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the clay liner, and the surface materials shall be compacted and bonded with the clay liner as specified for subsequent layers of clay liner.

The Contractor shall be required to recognize and repair any areas that are leaking after removal of material and sediment to the Engineer's satisfaction.

The Contractor shall maintain dewatering activities until the pond is filled and verified that it will hold water.

Foundation Preparation

Foundation surfaces shall be graded to remove surface irregularities and shall be scarified or otherwise acceptably scored or loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the clay liner, and the surface materials shall be compacted and bonded with the first layer of the clay liner as specified for subsequent layers of clay liner.

Placement

The clay liner shall not be placed until the required foundation preparation has been completed and the foundation has been inspected and approved by the Engineer. The clay liner shall not be placed upon snow, ice, and no frozen material shall be incorporated in the clay liner.

The clay liner shall be placed in lifts not to exceed 6 inches. The thickness of each lift before compaction shall not exceed the length of the teeth of the footed compactor used.

The distribution of materials throughout the clay liner shall be essentially uniform, and the clay liner shall be free from lenses, pockets, streaks, or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material.

Control of Moisture Content

During placement and compaction of the clay liner, the moisture content of the clay being placed shall be maintained above optimum moisture as determined by the Standard Proctor Test (ASTM D-698) or Modified Proctor Test (ASTM D-1557).

The application of water to the clay shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the clay after placement and before compaction of the liner, if necessary. Uniform moisture distribution shall be obtained by diskings.

If the moisture conditions described herein cannot be achieved, the Contractor shall work with the soils testing consultant to assure the placement meets the intent of the specification.

Compaction

The clay liner shall be compacted to a minimum of 95% of standard proctor dry density (ASTM D-698) or to a minimum of 90% of modified proctor dry density (ASTM D-1557), at a moisture content above optimum moisture.

The clay liner shall be compacted with a non-vibratory footed compactor weighing at least 25,000 pounds, operated continuously, in uncompacted lift thicknesses not to exceed the smaller of six (6) inches or the length of the teeth on the footed compactor used. Alternate compaction of equipment shall be approved by the Project Engineer and soil testing consultant prior to use on site.

Compaction of Clay shall be per NRCS Wisconsin Construction Specification 204 "Soil Liners". Which requires one pass over the entire surface of fill per lift by specific methods. Smooth rollers are not suitable for compaction of fine-grained liners.

Reworking or Removal and Replacement of Defective Clay Liner

Clay placed at densities lower than the specified minimum density or at moisture contents lower than optimum moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the specifications or removed and replaced by acceptable clay. The replacement clay and the foundation and fill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction.

Warranty of the liner will be determined by the capacity of the pond to maintain a consistent water level. Failure of the pond to maintain a consistent water level within the warranty period will result in the Contractor repairing or replacing the liner as needed.

The Contractor shall maintain dewatering activities until the pond construction is completed.

Testing and Documentation Requirements

Prior to placement of any material, the Contractor shall submit testing results showing the proposed material is appropriate for use in a clay liner. This includes a minimum of one of each of the following: Standard Proctor or Modified Proctor, grain size distribution, and Atterberg Limits. These tests shall be completed at the expense of the Contractor.

Field and laboratory soil tests shall be completed on the clay liner, by a third party engineering firm retained by the City, to document compliance with this specification. Testing shall be completed as the liner is being placed. The Contractor shall accommodate access and scheduling of this work, including potential delays if a representative is not immediately available. The following tests shall be completed at the specified frequency.

Liner construction shall be tested and documented as specified below. Copies of the documentation report, including test locations and test results, shall be provided to Construction Engineer.

Standard Proctor test:

ASTM D-698 - 1 per 500 cubic yards of clay liner or

Modified Proctor Test

ASTM D-1557 - 1 per 500 cubic yards of clay liner

Field Density Tests

ASTM D-2922, D-2167, D-1556, or D-2937 - 1 test per 100 square foot of clay liner

Atterberg Limit tests

ASTM D-4318 - 1 per 500 cubic yards of clay liner

Grain Size Distribution

ASTM D-422 - 1 per 500 cubic yards of clay liner

Permeability

ASTM D-5084 - 1 per 500 cubic yards of clay liner

Atterberg limits, grain size distribution, and permeability tests shall be completed on undisturbed samples obtained from the constructed clay liner. A minimum of one of each of the laboratory tests specified above shall be completed per clay liner. The Contractor shall prepare test locations at the direction of the soil testing consultant.

All test holes shall be backfilled using powdered bentonite mixed with clay soil used in liner construction and compacted by hand tamping. The clay shall be broken down into clods less than ½ inch in diameter. A minimum of 25% of the backfilled test hole volume shall be occupied by powdered bentonite after backfilling.

METHOD OF MEASUREMENT

Clay Liner Provision and Placement shall be measured by the Cubic Yard based on measurement in the field. The quantity listed on the Proposal Page was calculated using 6 inches of clay in the area below to the safety shelf.

BASIS OF PAYMENT

Clay Liner Provision and Placement shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description

BID ITEM 90007 - AUTHORIZED ADDITIONAL SEDIMENT REMOVAL

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment and incidentals necessary to excavate, remove, haul, and dispose of any additional sediment and material beyond what is in the excavation cut item as identified in the field and authorized by the Engineer after the site has been dewatered. Contractor shall notify the Engineer if additional areas are identified for sediment removal prior to starting sediment removal. Work under this bid item shall include all labor, equipment, hauling, materials, and incidentals necessary to achieve the authorized additional excavation. **The Contractor SHALL NOT temporarily stockpile dredged material. Dredge material must be directly loaded and hauled via watertight haul trucks with tailgate seals to eliminate the loss of water during hauling operations.** All excess material generated during construction, including sediment shall be hauled off-site and disposed of by the Contractor at a site provided by the Contractor at no additional cost to the City of Madison.

All mobilization, double handing, loading, hauling and disposing of additional sediment shall be incidental to this bid item.

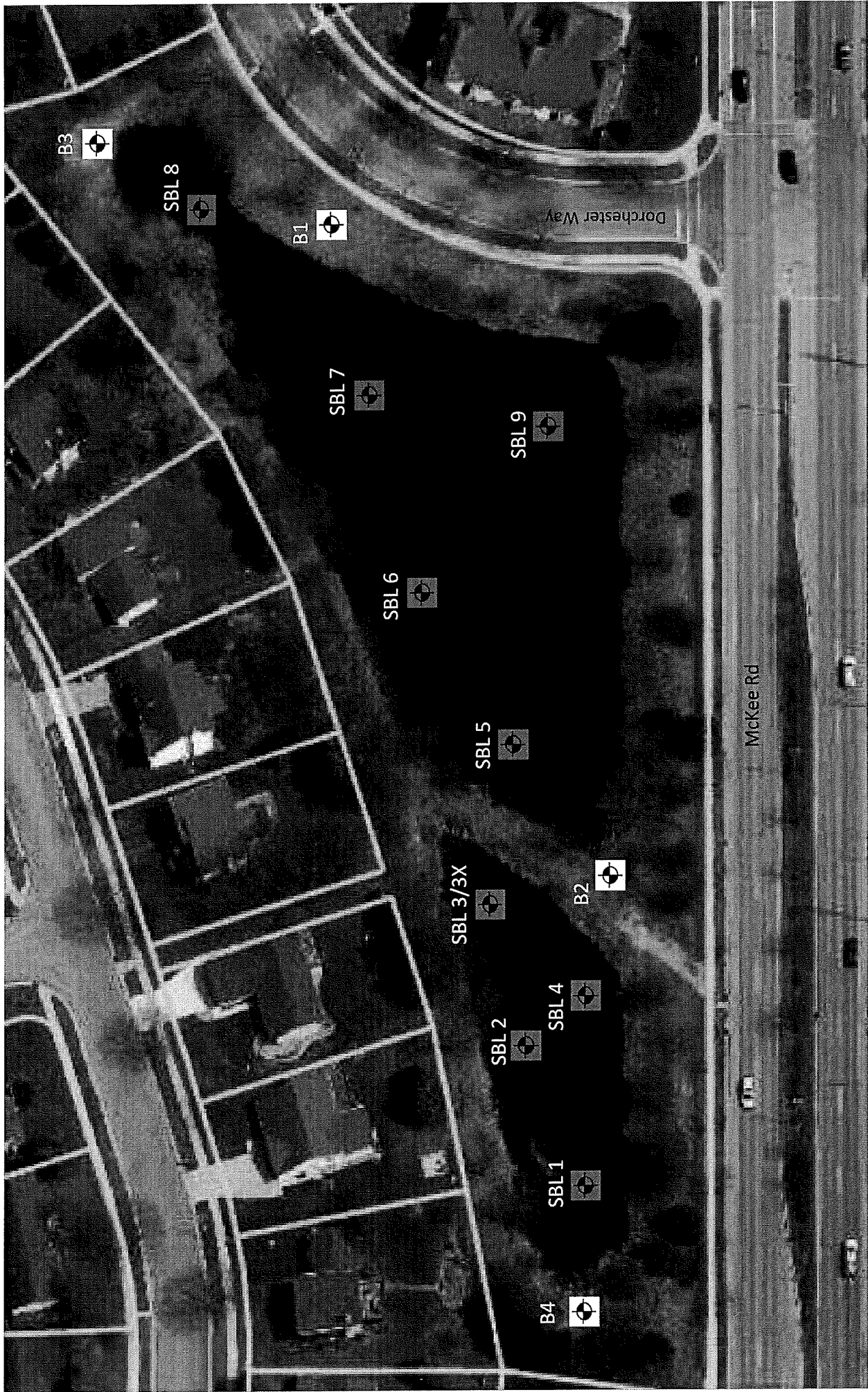
METHOD OF MEASUREMENT

Authorized Additional Sediment Removal shall be measured by the Cubic Yard based on the approved Construction Engineer survey of the additional sediment dimensions and depth as identified in the field and approved by the Project Manager. The quantity of this item shall be field measured and may be reduced, increased, or eliminated based as needed for the project.

BASIS OF PAYMENT

Authorized Additional Sediment Removal shall be paid at the contract price for work as defined above, which shall be considered full compensation for work, materials, labor and incidentals necessary to complete the work.

END OF SPECIAL PROVISIONS



Legend

Denotes boring/core location

Scale: Reduced

| | |
|---------|-----------|
| Date: | 4/2024 |
| Job No. | C23051-29 |



Soil Boring/Sediment Core Location Map
Prairie Hills Detention Basin
Madison, WI

Notes

1. Soil Borings (B) performed by OSE (B1 and B2) in December 2023 and ADC (B3 and B4) in March 2024
2. Sediment Cores (SBL) recovered by CGC in January 2024
3. Boring/Core locations are approximate



LOG OF TEST BORING

Project Prairie Hills Detention Basin
Location Madison, WI

Boring No. 1
Surface Elevation (ft) 1002±
Job No. C23051-29
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 | | q _u (qa) (tsf) | W | LL | PL | LOI |
| | | | | | 6 in. TOPSOIL | | | | | |
| 1 | | 17 | M | 12 | Medium Dense, Dark Brown SILT (ML) | | | | | |
| 2 | | 12 | M | 20 | | | | | | |
| | | | | | | | | | | |
| 3 | | 15 | M | 9 | Very Stiff to Medium Stiff, Gray and Brown (Mottled) Lean CLAY, Trace Sand (CL) | (3.0) | | | | |
| 4 | | 12 | M | 4 | | (0.75) | | | | |
| 5 | | 15 | M | 6 | | (1.0) | | | | |
| 6 | | 12 | M/W | 21 | Loose, Varved Gray and Brown Silty CLAY and SILT, Trace Sand (CL-ML/ML) | | | | | |
| | | | | | Medium Dense to Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM) | | | | | |
| | | | | | End of Boring at 15 ft | | | | | |
| | | | | | Borehole Backfilled with Bentonite Chips | | | | | |

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 12/11/23 End 12/11/23
Driller OSE Chief Gage Rig 7822DT
Logger Will Editor ESF
Drill Method 2.25" HSA; Autohammer

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

[illegible]



LOG OF TEST BORING

Project Prairie Hills Detention Basin
Location Madison, WI

Boring No. 3
Surface Elevation (ft) 999±
Job No. C23051-29
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. | FEET (in.) | Rec (in.) | Moist | N | | qu (qa) (tsf) | W | LL | PL | LOI |
| | | | | | 10 in. TOPSOIL | | | | | |
| 1 | 16 | M | 7 | | Stiff, Brown Silty CLAY (ML-CL) | (1.5) | | | | |
| 2 | 13 | M | 19 | | Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) | | | | | |
| 3 | 15 | M | 23 | | | | | | | |
| 4 | 14 | M | 14 | | | | | | | |
| 5 | 15 | M | 51 | | Weathered to Competent, Reddish-Brown to Tan Sandstone Bedrock | | | | | |
| 6 | 4 | M | 50/4" | | | | | | | |
| 7 | 2 | M | 50/2" | | Pinkish-White Near 19' | | | | | |
| | | | | | End of Boring at 20 ft Backfilled with Bentonite Chips | | | | | |

| WATER LEVEL OBSERVATIONS | | | | | GENERAL NOTES | | | | |
|---|--|-----------------------------|--|--|---------------|-----------------------|--------|---------|------------|
| While Drilling | <input checked="" type="checkbox"/> NW | Upon Completion of Drilling | | | Start | 4/15/24 | End | 4/15/24 | |
| Time After Drilling | | | | | Driller | OSE | Chief | CJ | Rig 7822DT |
| Depth to Water | | | | | Logger | TN | Editor | ESF | |
| 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 Prairie Hills Detention Basin
Location Madison, WI

Boring No. 4
Surface Elevation (ft) 998±
Job No. C23051-29
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 | LOI |
| | | | | | | 5 in. TOPSOIL | | | | | |
| 1 | | 16 | M | 15 | | Medium Dense, Brown Fine SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM; Possible Fill to 3') | | | | | |
| 2 | | 10 | M | 29 | | | | | | | |
| | | | | | 5 | Highly Weathered, Reddish-Brown Sandstone Bedrock | | | | | |
| 3 | | 13 | M | 15 | | | | | | | |
| 4 | | 16 | M | 10 | | | | | | | |
| | | | | | 10 | | | | | | |
| 5 | | 14 | M | 16 | | | | | | | |
| | | | | | | | | | | | |
| 6 | | 12 | M | 98/9" | | Weathered to Competent, Yellowish-Tan Sandstone Bedrock | | | | | |
| | | | | | 15 | | | | | | |
| | | | | | | | | | | | |
| 7 | | 3 | M | 50/3" | | | | | | | |
| | | | | | 20 | End of 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 | | Start | 4/15/24 End 4/15/24 |
| Time After Drilling | | | | Driller | OSE Chief CJ Rig 7822DT |
| Depth to Water | | | | Logger | TN Editor ESF |
| Depth to Cave in | | | 16.7' | Drill Method | 2.25" HSA; Autohammer |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual. | | | | | |



LOG OF SEDIMENT CORE

Project Prairie Hills Detention Basin
Location Madison, WI

Core No. **SBL-1**
Surface Elevation 997±
Job No. **C23051-29**
Sheet 1 of 1

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

| SAMPLE | | | | | VISUAL CLASSIFICATION and Remarks | SOIL PROPERTIES | | | | |
|--------|--------------|-------|---|---------------|--|----------------------------|---|----|----|-------------|
| No. | Rec (in.) | Moist | N | Depth (ft) | | Electrical Conductivity | W | LL | LI | pH (in.) |
| | | | | | 7 in. Ice 20 in. Water | | | | | |
| | | | | | Gray and Dark Gray Fine to Coarse Sand | | | | | |
| | | | | | Gray Clay with Scattered Sand | | | | | |
| | | | | | Reddish-Brown Sandy SILT, Trace to Little Clay (ML) (Possible Highly Weathered Sandstone Bedrock) | (0.3) | | | | |
| | | | | 5 | | | | | | |
| | | | | | End of Core at 6 ft Due to Significant Sampling Resistance | | | | | |
| | | | | | Backfilled with Bentonite Chips | | | | | |
| | | | | 10 | | | | | | |

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 1/26/24 End 1/26/24
Driller CGC Chief _____
Logger ESF Editor ESF
Equip. Used: Piston Sampler

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



LOG OF SEDIMENT CORE

Project **Prairie Hills Detention Basin**
Location **Madison, WI**

Core No. **SBL-2**
Surface Elevation **997±**
Job No. **C23051-29**
Sheet **1** of **1**

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

| SAMPLE | | | | | VISUAL CLASSIFICATION and Remarks | SOIL PROPERTIES | | | | |
|--------|------|--------------|-------|----|---|----------------------------|---|----|----|-------------|
| No. | TYPE | Rec (in.) | Moist | N | | Electrical Conductivity | W | LL | LI | pH (in.) |
| | | | | | 8 in. Ice 30 in. Water | | | | | |
| | | | | | Dark Gray Organic Silt with Seams of Silty Fine Sand | | | | | |
| | | | | 5 | Brown and Reddish-Brown Silty Fine to Medium Sand, Some Gravel (SM - Possible Highly Weathered Sandstone Bedrock) | | | | | |
| | | | | | End of Core at 6 ft Due to Significant Sampling Resistance | | | | | |
| | | | | | Backfilled with Bentonite Chips | | | | | |
| | | | | 10 | | | | | | |

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start **1/26/24** End **1/26/24**
Driller **CGC** Chief _____
Logger **ESF** Editor **ESF**
Equip. Used: **Piston Sampler**

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



LOG OF SEDIMENT CORE

Project Prairie Hills Detention Basin
Location Madison, WI

Core No. **SBL-3**
Surface Elevation 997±
Job No. **C23051-29**
Sheet 1 of 1

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

| SAMPLE | | | | | VISUAL CLASSIFICATION and Remarks | SOIL PROPERTIES | | | | | |
|--------|------|--------------|-------|---|--------------------------------------|---|----------------------------|---|----|----|-------------|
| No. | TYPE | Rec (in.) | Moist | N | | Depth (ft) | Electrical Conductivity | W | LL | LI | pH (in.) |
| | | | | | | 8 in. Ice 15 in. Water | | | | | |
| | | | | | | Dark Gray Organic Silt with Sand Seams and Gravel | | | | | |
| | | | | | | End of Core at 3.1 ft Due to Sampler Refusal on Presumed Cobble. Moved 5'E and Performed SBL-3X. Backfilled with Bentonite Chips | | | | | |
| | | | | | 5 | | | | | | |
| | | | | | 10 | | | | | | |

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 1/26/24 End 1/26/24
Driller CGC Chief _____
Logger ESF Editor ESF
Equip. Used: Piston Sampler

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



LOG OF SEDIMENT CORE

Project Prairie Hills Detention Basin
Location Madison, WI

Core No. SBL-3X
Surface Elevation 997±
Job No. C23051-29
Sheet 1 of 1

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

| SAMPLE | | | | | VISUAL CLASSIFICATION and Remarks | SOIL PROPERTIES | | | | |
|--------|--------------|-------|---|---------------|---|----------------------------|---|----|----|-------------|
| No. | Rec (in.) | Moist | N | Depth (ft) | | Electrical Conductivity | W | LL | LI | pH (in.) |
| | | | | | 8 in. Ice 15 in. Water | | | | | |
| | | | | | Dark Gray Organic Silt | | | | | |
| | | | | | Gray and Brown Clay mixed with Sand and Gravel | (0.3) | | | | |
| | | | | | Reddish-Brown Sandy SILT, Trace to Little Clay (ML - Possible Highly Weathered Sandstone Bedrock) | (0.5) | | | | |
| | | | | 5 | End of Core at 5.75 ft Due to Significant Sampling Resistance | | | | | |
| | | | | | Backfilled with Bentonite Chips | | | | | |
| | | | | 10 | | | | | | |

WATER LEVEL OBSERVATIONS

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

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

GENERAL NOTES

Start 1/30/24 End 1/30/24
Driller CGC Chief _____
Logger ESF Editor ESF
Equip. Used: Piston Sampler



LOG OF SEDIMENT CORE

Project Prairie Hills Detention BasinLocation Madison, WICore No. **SBL-4**Surface Elevation 997±Job No. **C23051-29**Sheet 1 of 1

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

| SAMPLE | | | | | VISUAL CLASSIFICATION and Remarks | SOIL PROPERTIES | | | | |
|--------|------|--------------|-------|----|---|----------------------------|---|----|----|-------------|
| No. | TYPE | Rec (in.) | Moist | N | | Electrical Conductivity | W | LL | LI | pH (in.) |
| | | | | | 6 in. Ice 14 in. Water | | | | | |
| | | | | | Dark Gray Organic Silt | | | | | |
| | | | | | Gray and Brown Clay Mixed with Sand and Gravel | (0.5) | | | | |
| | | | | | Reddish-Brown Sandy Silt, Trace to Little Clay (ML - Possible Highly Weathered Sandstone Bedrock) | (0.5) | | | | |
| | | | | 5 | End of Core at 5.5 ft Due to Significant Sampling Resistance | | | | | |
| | | | | | Backfilled with Bentonite Chips | | | | | |
| | | | | 10 | | | | | | |

WATER LEVEL OBSERVATIONS

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

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

GENERAL NOTES

Start 1/26/24 End 1/30/24
Driller CGC Chief _____
Logger ESF Editor ESF
Equip. Used: Piston Sampler

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



LOG OF SEDIMENT CORE

Project Prairie Hills Detention BasinLocation Madison, WICore No. SBL-6Surface Elevation 997±Job No. C23051-29Sheet 1 of 1

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

| SAMPLE | | | | | VISUAL CLASSIFICATION and Remarks | SOIL PROPERTIES | | | | |
|--------|------|--------------|-------|----|--|----------------------------|---|----|----|-------------|
| No. | TYPE | Rec (in.) | Moist | N | | Electrical Conductivity | W | LL | LI | pH (in.) |
| | | | | | 9 in. Ice 21 in. Water | | | | | |
| | | | | | Dark Gray Organic Silt | | | | | |
| | | | | | Very Soft to Stiff, Gray and Brown (Mottled) Lean CLAY (CL) | (0.25) | | | | |
| | | | | | | (0.5) | | | | |
| | | | | | | (1.0) | | | | |
| | | | | 5 | End of Core at 5 ft Due to Significant Sampling Resistance | | | | | |
| | | | | | Backfilled with Bentonite Chips | | | | | |
| | | | | 10 | | | | | | |

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 1/27/24 End 1/27/24
Driller CGC Chief _____
Logger ESF Editor ESF
Equip. Used: Piston Sampler

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



LOG OF SEDIMENT CORE

Project Prairie Hills Detention Basin
Location Madison, WI

Core No. SBL-7
Surface Elevation 997±
Job No. C23051-29
Sheet 1 of 1

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

| SAMPLE | | | | | VISUAL CLASSIFICATION and Remarks | SOIL PROPERTIES | | | | | |
|--------|------|--------------|-------|---|--------------------------------------|--|----------------------------|---|----|----|-------------|
| No. | FILE | Rec (in.) | Moist | N | | Depth (ft) | Electrical Conductivity | W | LL | LI | pH (in.) |
| | | | | | | 11 in. Ice 18 in. Water | | | | | |
| | | | | | | Dark Brown and Gray Fine to Coarse Sand with Silt and Gravel | | | | | |
| | | | | | | Soft to Medium Stiff, Gray and Brown (Mottled) Lean Clay (CL) | (0.5) | | | | |
| | | | | | 5 | | (0.75) | | | | |
| | | | | | | End of Core at 5.5 ft Due to Significant Sampling Resistance | (0.75) | | | | |
| | | | | | | Backfilled with Bentonite Chips | | | | | |
| | | | | | 10 | | | | | | |

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 1/27/24 End 1/27/24
Driller CGC Chief _____
Logger ESF Editor ESF
Equip. Used: Piston Sampler

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



LOG OF SEDIMENT CORE

Project **Prairie Hills Detention Basin**

Location **Madison, WI**

Core No. **SBL-8**

Surface Elevation **997±**

Job No. **C23051-29**

Sheet **1** of **1**

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

| SAMPLE | | | | | VISUAL CLASSIFICATION and Remarks | SOIL PROPERTIES | | | | |
|--------|------|--------------|-------|----|---|----------------------------|---|----|----|-------------|
| No. | TYPE | Rec (in.) | Moist | N | | Electrical Conductivity | W | LL | LI | pH (in.) |
| | | | | | 11 in. Ice 7 in. Water | | | | | |
| | | | | | Dark Brown and Gray Fine to Coarse Sand with Silt and Gravel | | | | | |
| | | | | | Gray Clay Mixed with Sand | | | | | |
| | | | | | | (0.5) | | | | |
| | | | | | | (0.5) | | | | |
| | | | | 5 | Reddish-Brown Silty Fine to Medium Sand, Some Gravel (SM) | | | | | |
| | | | | | End of Core at 5.5 ft Due to Significant Sampling Resistance | | | | | |
| | | | | | Backfilled with Bentonite Chips | | | | | |
| | | | | 10 | | | | | | |

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start **1/27/24** End **1/27/24**
Driller **CGC** Chief _____
Logger **ESF** Editor **ESF**
Equip. Used: **Piston Sampler**

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



LOG OF SEDIMENT CORE

Project Prairie Hills Detention Basin
Location Madison, WI

Core No. **SBL-9**
Surface Elevation 997±
Job No. **C23051-29**
Sheet 1 of 1

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

| SAMPLE | | | | | VISUAL CLASSIFICATION and Remarks | SOIL PROPERTIES | | | | | |
|--------|------|--------------|-------|---|--------------------------------------|---|----------------------------|---|----|----|-------------|
| No. | TYPE | Rec (in.) | Moist | N | | Depth (ft) | Electrical Conductivity | W | LL | LI | pH (in.) |
| | | | | | | 10 in. Ice 15 in. Water | | | | | |
| | | | | | | Dark Gray Organic Silt | | | | | |
| | | | | | | Medium Stiff to Stiff, Gray and Brown (Mottled) Lean CLAY (CL) | (1.0) | | | | |
| | | | | | | | (1.25) | | | | |
| | | | | | | | (1.25) | | | | |
| | | | | | | End of Core at 4.5 ft Due to Significant Sampling Resistance | | | | | |
| | | | | | | Backfilled with Bentonite Chips | | | | | |

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 1/27/24 End 1/30/24
Driller CGC Chief _____
Logger ESF Editor ESF
Equip. Used: Piston Sampler

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

SECTION E: BIDDERS ACKNOWLEDGEMENT
PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS
CONTRACT NO. 9605

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.

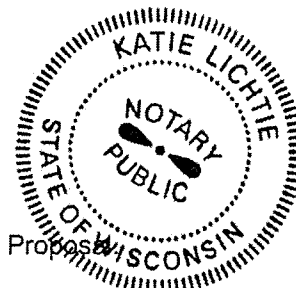
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Siding & Travel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Dustin Bith
SIGNATURE

V.P.
TITLE, IF ANY

Sworn and subscribed to before me this
14 day of November, 2024.

[Signature]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 01-06-27
Bidders shall not add any conditions or qualifying statements to this Proposal.



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

**PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS
CONTRACT NO. 9605**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Speedway Sand & Gravel

Address: 8500 Greenway Blvd Suite 202 Middleton WI 53562

Telephone Number: 608-836-1071 Fax Number: _____

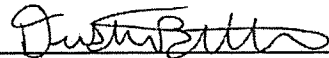
Contact Person/Title: Katie Lichtie

Prime Bidder Certification

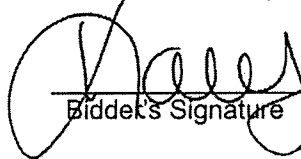
I, Katie Lichtie, Project Manager of
Name Title

Speedway Sand & Gravel certify that the information
Company

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



Witness' Signature



Bidder's Signature

11/14/2024

Date

PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS

CONTRACT NO. 9605

DATE: 11/14/24

**Speedway Sand & Gravel,
Inc.**

| Item | Quantity | Price | Extension |
|---|---------------|-------------|---------------------|
| Section B: Proposal Page | | | |
| 10701 - Traffic Control - LS | 1.00 | \$3,600.00 | \$3,600.00 |
| 10911 - Mobilization - LS | 1.00 | \$25,000.00 | \$25,000.00 |
| 20101 - Excavation Cut - CY | 1878.00 | \$85.45 | \$160,475.10 |
| 20217 - Clear Stone - TN | 90.00 | \$50.00 | \$4,500.00 |
| 20221 - Topsoil - SY | 3180.00 | \$5.00 | \$15,900.00 |
| 20256 - Rip Rap Filter Fabric, Type HR-Undistributed - SY | 165.00 | \$5.00 | \$825.00 |
| 20302 - Sawcut Concrete Full Depth - LF | 25.00 | \$15.00 | \$375.00 |
| 20313 - Remove Inlet - EA | 2.00 | \$400.00 | \$800.00 |
| 20322 - Remove Concrete Curb & Gutter - LF | 60.00 | \$10.00 | \$600.00 |
| 20323 - Remove Concrete Sidewalk - SF | 180.00 | \$3.50 | \$630.00 |
| 20401 - Clearing - ID | 108.00 | \$30.00 | \$3,240.00 |
| 20406 - Grubbing - ID | 108.00 | \$10.00 | \$1,080.00 |
| 20450 - Heavy Riprap - Glacial Field Stone - CY | 37.00 | \$100.00 | \$3,700.00 |
| 20701 - Terrace Seeding - SY | 125.00 | \$4.00 | \$500.00 |
| 20706 - Tall Grass Prairie Seeding - SY | 2040.00 | \$2.90 | \$5,916.00 |
| 20710 - No Mow Turf Seeding - SY | 1015.00 | \$3.40 | \$3,451.00 |
| 21002 - Erosion Control Inspection - EA | 6.00 | \$500.00 | \$3,000.00 |
| 21011 - Construction Entrance - EA | 2.00 | \$1,500.00 | \$3,000.00 |
| 21013 - Street Sweeping - LS | 1.00 | \$200.00 | \$200.00 |
| 21017 - Silt Sock (8 In)-Complete - LF | 600.00 | \$8.00 | \$4,800.00 |
| 21021 - Silt Fence - LF | 40.00 | \$6.00 | \$240.00 |
| 21049 - Inlet Protection,(Rigid Frame), Provide and Install - EA | 4.00 | \$350.00 | \$1,400.00 |
| 21050 - Inlet Protection, (Rigid Frame), Maintain - EA | 4.00 | \$200.00 | \$800.00 |
| 21051 - Inlet Protection, (Rigid Frame), Remove - EA | 4.00 | \$100.00 | \$400.00 |
| 21061 - Erosion Matting, Class I, Urban Type A - SY | 3180.00 | \$3.40 | \$10,812.00 |
| 21302 - Construction Fence (Plastic) - LF | 2480.00 | \$3.50 | \$8,680.00 |
| 30201 - Type "A" Concrete Curb & Gutter - LF | 60.00 | \$39.50 | \$2,370.00 |
| 30301 - 5 Inch Concrete Sidewalk - SF | 180.00 | \$9.85 | \$1,773.00 |
| 30304 - 7 Inch Concrete Sidewalk - SF | 50.00 | \$12.95 | \$647.50 |
| 30340 - Curb Ramb Detectable Warning Fields - SF | 10.00 | \$51.00 | \$510.00 |
| 40102 - Crushed Aggregate Base Course, Gradation No.2 - TN | 24.00 | \$35.00 | \$840.00 |
| 40103 - Crushed Aggregate Base Course, Gradation No.3 - TN | 9.00 | \$40.00 | \$360.00 |
| 40202 - HMA Pavement 4 LT 58-28 S - TN | 58.00 | \$155.00 | \$8,990.00 |
| 40218 - Tack Coat - GAL | 47.00 | \$5.00 | \$235.00 |
| 40301 - Full Width Grinding - SY | 467.00 | \$15.50 | \$7,238.50 |
| 50801 - Utility Line Opening - EA | 1.00 | \$750.00 | \$750.00 |
| 90000 - Stormwater Control - LS | 1.00 | \$100.00 | \$100.00 |
| 90001 - Site Dewatering/Groundwater Control - LS | 1.00 | \$18,000.00 | \$18,000.00 |
| 90002 - Temporarily Remove, Salvage & Reinstall Modular Block Retaining Wall - LS | 1.00 | \$1,200.00 | \$1,200.00 |
| 90003 - Construction Surveying - LS | 1.00 | \$5,000.00 | \$5,000.00 |
| 90004 - 6'X6' Storm SAS W/6' Sump - EA | 3.00 | \$15,583.25 | \$46,749.75 |
| 90005 - 6'X6' Storm SAS W/ Type 5 Terrace Inlet and 6' Sump - EA | 1.00 | \$19,583.25 | \$19,583.25 |
| 90006 - 6" Clay Lining Provide and Placement - CUYD | 860.00 | \$10.00 | \$8,600.00 |
| 90007 - Additional Authorized Sediment Removal - CUYD | 200.00 | \$20.00 | \$4,000.00 |
| 44 Items | Totals | | \$390,871.10 |



Department of Public Works
Engineering Division
James M. Wolfe, P.E. City Engineer

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

Deputy City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris J. Petykowski, P.E.

Deputy City Engineer
Kathleen M. Cryan

Principal Engineer 2
John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1
Mark D. Moder, P.E.
Andrew J. Zwieg, P.E.

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, 2024 through January 31, 2026.

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

Jan 2, 2024

DATE

By: Janice Ryan
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland

COMPANY NAME

AFFIX SEAL

January 2, 2024

DATE

By: Michael Stiles
SIGNATURE AND TITLE
Attorney-in-fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6966174 for the year 2024 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 2, 2024

DATE

Michael Stiles
AGENT SIGNATURE

1818 Parmenter Street, Suite 240

ADDRESS

Middleton, WI 53562

CITY, STATE AND ZIP CODE

608-242-2551

TELEPHONE NUMBER

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

CERTIFICATE OF BIENNIAL BID BOND

| |
|--|
| TIME PERIOD- VALID (FROM/TO) February 1, 2024 to January 31, 2026 |
| NAME OF SURETY Fidelity and Deposit Company of Maryland |
| NAME OF CONTRACTOR Speedway Sand & Gravel, Inc. |
| CERTIFICATE HOLDER City of Madison, Wisconsin |

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

1-2-2024
DATE

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicole STILLINGS, Ross S. SQUIRES, Tina L. DOMASK of Middleton, Wisconsin, 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 20th day of September, A.D. 2023.



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of January, 2024.



Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of December in the year Two Thousand and Twenty-Four between **SPEEDWAY SAND & GRAVEL, INC.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **NOVEMBER 26, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS CONTRACT NO. 9605

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 **THREE HUNDRED NINETY THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 10/100 (\$390,871.10)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.

B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

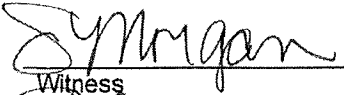

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS
CONTRACT NO. 9605**

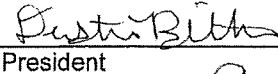
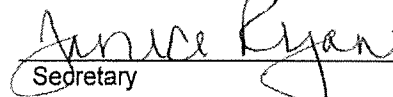
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

| | |
|---|--------------|
|  | Nov 27, 2024 |
| Witness | Date |
|  | Nov 27, 2024 |
| Witness | Date |

SPEEDWAY SAND & GRAVEL, INC.

Company Name

| | |
|--|--------------|
|  | Nov 27, 2024 |
| V President | Date |
|  | Nov 27, 2024 |
| Secretary | Date |

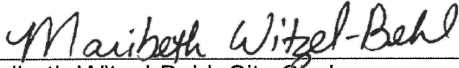
CITY OF MADISON



Satya Rhodes-Conway, Mayor

12/06/2024

Date



Maribeth Witzel-Behl, City Clerk

12/2/2024

Date

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



David P. Schmiedicke, Finance Director

12/04/2024

Date

Approved as to form:



Michael Haas, City Attorney

12/5/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00684, ID No. 86070, adopted by the Common Council of the City of Madison on Nov. 26, 2024.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of THREE HUNDRED NINETY THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 10/100 (\$390,871.10) 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:

**PRAIRIE HILLS DETENTION BASIN IMPROVEMENTS
CONTRACT NO. 9605**

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 27th day of November, 2024

Countersigned:

[Signature]
Witness

[Signature]
Secretary

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

[Signature]
V. President

Seal

Fidelity and Deposit Company of Maryland

Surety

Seal

☒ Salary Employee

☐ Commission

By

[Signature]
Attorney-in-Fact Nicole Stillings

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

November 27, 2024

Date

[Signature]
Agent Signature

The foregoing Bond has been approved as to form:

12/5/2024

Date

Michael Haas

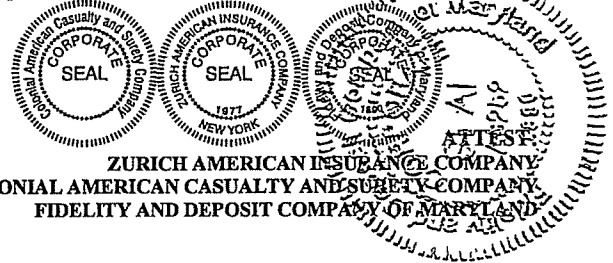
City Attorney

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicole STILLINGS, Ross S. SQUIRES, Tina L. DOMASK of Middleton, Wisconsin, 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 20th day of September, A.D. 2023.



By: *Robert D. Murray*
Vice President

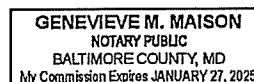
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison



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 27th day of November, 2024.



Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

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