

\$173,088.33

BID OF SPEEDWAY SAND & GRAVEL, INC.

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BURR JONES SHORELINE REPAIR

CONTRACT NO. 9238

MUNIS NO. 14374

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON SEPTEMBER 10, 2024

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

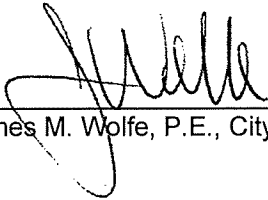
**BURR JONES SHORELINE REPAIR  
CONTRACT NO. 9238**

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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

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:	BURR JONES SHORELINE REPAIR
CONTRACT NO.:	9238
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	08/08/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	08/08/2024
BID SUBMISSION (2:00 P.M.)	08/15/2024
BID OPEN (2:30 P.M.)	08/15/2024
PUBLISHED IN WSJ	07/25/2024, 08/01/2024 & 08/08/2024

**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](mailto:TLomax@cityofmadison.com).

**PREQUALIFICATION APPLICATION:** Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://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](http://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](http://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](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

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

#### MINOR DISCREPANCIES

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

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

Building Demolition

- 101 ☐ 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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.  
6 ☐ Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture  
7 ☐ Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)  
8 ☐ State of Wisconsin Master Plumbers License.

## SECTION B: PROPOSAL

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

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

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

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

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

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at <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 by 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](https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise). Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## **SECTION D: SPECIAL PROVISIONS**

### **BURR JONES SHORELINE REPAIR CONTRACT NO. 9238**

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

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

#### **SECTION 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$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).

#### **ARTICLE 104 SCOPE OF WORK**

This contract and associated plan set describes the work necessary to improve approximately 10,367 sq ft of park area including but not limited to removing two existing metal seawalls, placing riprap protection along the bank, asphalt path construction, incorporating a stone step area to the water from the edge of path, grading, erosion control, soil matting, and restoration.

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

The cut limestone steps have already been purchased by the City of Madison Parks Division and are stored at the Yahara Golf Course.

#### **SECTION 105.12 COOPERATION BY THE CONTRACTOR**

Private utilities exist in the right of way and the park. 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 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, existing graded fields, lighting, concrete curb, sidewalk, asphalt pavement and other facilities that are in the park 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. There are no existing living trees that are called out to be removed as part of this project. The only tree that is called out for removal is a dead fallen tree located on southeast side of the project behind the existing seawall. No trees that are to be preserved shall be cut without the approval of the Engineer.

Contractor shall confine their operations to work in areas indicated on the plans. Any damage to property caused by access shall be restored in kind by Contractor at Contractor's expense. It shall be the contractor's responsibility to understand where the limits of disturbance are located.

Burr Jones Park is used by local residents. Therefore, the Contractor shall be prepared to secure their work site, and to the extent practicable, deter pedestrians from entering the work area. The Contractor shall clearly and securely delineate the work area with temporary fencing, blockades, or other appropriate materials. The Contractor shall secure the swing radius of any equipment in a manner that prohibits pedestrians from crossing into that radius. All costs associated with the securing of the site shall be included in the Mobilization bid items.

The Contractor shall ensure that operations do not block access to the parks. Park maintenance activities will occur throughout the duration of the contract. The Contractor shall accommodate mowing, trash pickup, and other maintenance activities. Contacts for the park is as follows:

Burr Jones Park: Ann Freiwald  
Office: 608-243-2848  
[afriewald@cityofmadison.com](mailto:afriewald@cityofmadison.com)

Concrete curb and gutter, concrete sidewalk, concrete driveway aprons and pavements damaged or dislocated in line or elevation or both by the Contractor in the work of excavating, filling, rolling, access and grading shall be replaced by the Contractor immediately per the City of Madison Standard Specifications, at the Contractor's expense and incidental to this contract and not paid separately. The Contractor shall operate equipment in such a manner that equipment tires or tracks do not discolor, mark, and damage existing curb and gutter, sidewalk or pavements.

The Contractor is responsible for any coordination with the utility companies during construction and to resolve any conflict during the construction process. There is a 12" high pressure gas main located west of the existing metal seawall to be removed. The Contractor shall protect and avoid this gas main during construction. MG&E must be notified if any digging or disturbance occurs within 10' of main. MG&E's Road King can be contacted at 608-444-9648 if work will be done around the main. Contractor shall contact MG&E's project contact for this, Katie Bloomer at 608-252-7287 for any questions about the gas main.

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.

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. Contractor may not store materials, or stage equipment on the City's landscaped areas and sports fields in Burr Jones Park or other areas outside of the limits of disturbance

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](mailto: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 East Washington Ave. 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.

The bike lane on East Washington Ave, adjacent to the project, shall be swept daily to prevent loose gravel and construction materials from impacting bicyclists' safety and travel.

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

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following

Monday. Notify Madison Metro one week prior to traffic switches, street closures, reopening the road to through traffic for bus routing, and any change to bus stops. Madison Metro contact is [MetroNotice@cityofmadison.com](mailto:MetroNotice@cityofmadison.com).

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

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](mailto:jnash@cityofmadison.com) or 608-266-6585 for questions on this spec.

## **ARTICLE 108.2**      **PERMITS**

The following permits are required (and have been applied for by the city and approved) for this project:

- Wisconsin DNR Wetland General Permit for Recreational Development
- Wisconsin DNR Replace Seawall with Riprap General Permit
- Army Corps of Engineers Maintenance Nation Permit (NWP-3)- Non reporting
- City of Madison Erosion Control 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.

- Wisconsin DNR Dewatering

All permit application costs, coordination and approvals required for any permits needed shall be considered incidental to the Mobilization bid item for the Contract.

Permits 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 Project or Construction Engineer.

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by City Staff. Contractor will 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 Construction 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., The Contractor shall establish a mutually acceptable date for the Start to Work letter 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 one week 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 109.7            TIME OF COMPLETION**

The Contractor shall begin work on or around **NOVEMBER 1, 2024** or when ground is dry enough to begin. Regardless of the start date, all site work except for asphalt paving shall be completed on or prior to JANUARY 31, 2025. This includes, but is not limited to native seeding, restoration and placing basecourse. Asphalt and any terrace seeding shall be placed and completed prior to **MAY 15, 2025**. Terrace seeding shall be placed in spring. It is preferred that asphalt be placed in 2024 but if the site cannot be prepared for the path and asphalt placement by the time the asphalt plants close in the fall, the Contractor can return in the spring, when the asphalt plants reopen, to place the asphalt on the path and complete the project.

If asphalt is placed in the spring of 2025, the gravel base shall be re-rolled and compacted prior to paving, which will be incidental to paving. If additional base course material must be added to achieve desired grades, that will be incidental to Bid Item 40102 – Crushed Aggregate Base Course Gradation No. 2. The Contractor shall repair any damage, including seeding and restoration damage, that is caused by 2025 paving operations, incidental to bid Item 40202.

## **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.

## **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. This bid item does not include mobilization for asphalt paving in spring. Mobilization for asphalt paving shall be incidental to Bid Item – 40202 HMA Pavement 4 LT 58-28 S.

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 disturbance limits, shall be incidental to this bid item.

Work under this bid item shall also include completing measures required to protect existing facilities, including existing curb and gutter, paths, sidewalks, and other park features. The Contractor shall take all necessary precautions to protect curb and gutter, paths, and sidewalks when they intersect with construction access routes. If damage occurs to these facilities, they shall be repaired by the contractor at no cost to the City. The Construction Engineer, or Parks representative, will 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, notes, details on the plan set and as shown on the typical sections, or as defined in these Special Provisions. Work under this bid item shall also be in accordance with Article 201 of the latest addition of the City of Madison Standard Specifications for Public Works Construction. Removal of fallen tree and debris and seawalls shall be paid under Bid Item 90002 – Debris Removal and Bid Item 90004 – Seawall Removal.

Cut and fill quantities were calculated using the difference of the existing and proposed surfaces of the digital terrain models. The finished proposed surface model used in the calculations includes the additional excavation required in excavated areas for placing six (6) inches of topsoil, the additional excavation required for the eleven (11) inches path typical section and additional excavation required for riprap and stone stair excavation. The existing surface used was the top of the existing conditions surface and includes three to four inches of topsoil stripping in excavated areas. The four inches of topsoil stripping are from the west end of the site where more existing topsoil was encountered. Unless there are significant revisions to the design, the plan quantity shall be the final amount for payment. This contract has been written so that the contractor shall take any possible field excavation cut discrepancies into account with their submitted bid. 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. Calculations assumed excavation of three to four (3-4) inches of existing topsoil, and placement of six (6) inches of proposed topsoil in excavated areas. Boring 1 and boring 2 show additional depths of topsoil. Boring 2 is located in the wetland and won't be part of the excavation and boring number 2 is along the shoreline. Some additional topsoil may be found in these areas during excavation and is included in the total cut volume. If additional topsoil is found it may be utilized in areas where topsoil is needed. This bid item includes stripping of topsoil in the excavation quantity and calculation. Stripping and stockpiling of topsoil is incidental to this bid item. Contractor can reuse additional topsoil greater than six (6) inches to meet

grade in areas other than beneath the asphalt path areas, stone areas and any other areas that are required to stabilize constructed areas or need structural compaction.

- Total Cut: 176.00 CUYD
  - 3 to 4" Topsoil Stripping 40.00 CUYD
  - Anticipated Subsurface Cut 136.00 CUYD
- Total Fill 231.00 CUYD
  - Subsoil Placement 29.00 CUYD
  - 6" Topsoil Placement (paid under BID ITEM 20221) 132.00 CUYD

Topsoil placement in the above chart was calculated as the limits of disturbance excluding the path and riprap areas multiplied by 6 inches.

It is estimated that approximately 40 cubic yards of topsoil and 29 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. 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. Placement of topsoil shall be considered incidental to Bid Item 20221 - Topsoil

Excess material generated during construction 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.

See Appendix A for site soil boring information.

Additional excavation required for undercut that is found needed in the field for path construction shall be paid under Bid Item 40321 - Undercut.

Test rolling for undercut determination on the path is required and incidental to this bid item. The Contractor shall contact the Engineer to observe proof of subgrade prior to installation path subgrade.

## **METHOD OF MEASUREMENT**

Excavation Cut shall be paid based per cubic yard as listed in the proposal page without measurement thereof.

## **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, Stepped Stone Revetment backfill as shown in the detail and/or other purposes as directed by the Engineer. Bid quantities for clear stone include clear stone quantities for Bid Item 21011 – Construction Entrance and Bid Item 90001- Stepped Stone Revetment. Quantities of this bid item shall be field measured and may be increased as determined by the Engineer if it is found in the field additional base is needed for the dolomitic steps.

## **BID ITEM 20219 – BREAKER RUN**

### **DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to install breaker run in field determined undercut areas per Bid Item 40321 – Undercut. Quantities of this bid item shall be field measured and may be increased, decreased or eliminated as determined by the Engineer after proof rolling pavement subgrade.

## **BID ITEM 20221 – TOPSOIL**

### **DESCRIPTION**

Topsoil shall include furnishing, hauling, placing, and fine grading and raking the surface in preparation for seeding for all areas within the limits of disturbance at six (6) inches depth minimum.

Topsoil shall meet all other requirements set forth in accordance with Section 202 of the Standard Specifications.

All areas within the proposed graded areas shown, except areas of hard surface, shall have topsoil placed to a minimum thickness of six (6) inches unless otherwise shown on plans. All salvaged topsoil 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. If salvaged topsoil on site is determined not suitable per the standard specifications, the material 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. This is incidental to Bid Item 20101 – Excavation Cut.

Based on soil borings, it is assumed that the site will average three to four (3 to 4) inches of existing topsoil over the existing limits of disturbance. It is estimated that ~40 cubic yards of topsoil shall be made available through Excavation Cut. This volume is only an estimate and may be found to be less or more in the field due to topsoil suitability or the variability of topsoil depth on the project. The contractor is responsible for furnishing, hauling, and placing all topsoil required for the site as part of this bid item.

Approximately 132 cubic yards (792 square yards of minimum 6 inches topsoil) shall be distributed on-site within the graded area.

**For areas that were only disturbed due to construction traffic and not excavation, Additional excavation to place topsoil will not be required.**

Contractor may use salvaged topsoil obtained from excavation within the limits of disturbance. Import of additional topsoil shall be incidental to this bid item.

Any areas of compacted topsoil shall be loosened and raked. Contractor shall contact the City of Madison Parks Division (Rich Bergmann at 608-513-3567) to inspect and approve the finish grade prior to seeding and matting.

### **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 20251 – 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 12 and 24 inches in diameter as shown in the chart below. The intent of the varied stone sizes is to create graded stone stabilization. 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.

Loosening, loading, hauling, relocating and/or disposal of existing heavy riprap that shall not be reused shall be incidental to bid item 20101 – Excavation Cut.

The stone to be placed at the toe of the slopes (see detail on page D1 of the plans) shall have the following dimensions.

Min. Diameter	Median Diameter	Max. Diameter
20"	22"	24"

The stone to be placed along the 2.5H:1V slope and shall have the following dimensions:

Min. Diameter	Median Diameter	Max. Diameter
12"	18"	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.

The Contractor may utilize existing glacial stone located on site if moved while tying in. Existing glacial stone to be reused shall meet these special provisions. Glacial riprap salvaged from on-site may exceed the size requirements for imported riprap contained in this bid item, as long as the specification is otherwise met.

### **METHOD OF MEASUREMENT**

Heavy Riprap – Glacial Field Stone shall be paid based per ton as listed in the proposal page without measurement thereof.

## **BASIS OF PAYMENT**

Heavy Riprap – Glacial Field Stone 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**

Terrace seeding shall be installed in spring 2025. Terrace seeding may be installed over existing erosion control matting if the erosion control matting in areas where the Engineer has determined the matting has broken down (decomposed) to an extent that allows seed to soil contact. In areas where the existing installed matting will not provide seed to soil contact, the Contractor shall remove existing matting, install terrace seeding and reseed with Erosion Control Matting Class I, Type A.

Any cost related to removing and replacing the erosion control matting shall be incidental to BID ITEM 21061-Erosion Matting, Class I Urban Type A.

### **BID ITEM 20706 – TALL GRASS PRAIRIE SEED MIX**

#### **DESCRIPTION**

Areas designated for Tall Grass Prairie Seed Mix shall be dormant installed under existing erosion control matting per Article 207 of the City of Madison Standard Specifications for Public Works Construction.

### **BID ITEM 21024 – SILT SOCK (12 INCH) – COMPLETE**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 12-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 or other areas deemed necessary on site.

#### **METHOD OF MEASUREMENT**

Silt Sock (12 Inch) – Complete shall be paid as measured in the field. Quantities may be reduced, increased or eliminated based on need for emergency sediment and perimeter control around soil stockpiles.

### **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.

Removal and replacement of matting to install Terrace Seeding shall be incidental to this bid item.

## **BID ITEM 40321 – UNDERCUT**

### **DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to undercut the paved path in areas determined in the field. The quantity shown in the proposal assumes two foot of undercut for 10% of the path area. Quantities of this bid item shall be field determined, measured and may be increased, decreased or eliminated as determined by the Engineer after proof rolling pavement subgrade.

## **BID ITEM 90000 – LAKE CONTROL**

### **DESCRIPTION**

Work under this item shall include any and all work, materials, equipment, permitting (WDNR) and incidentals required for work along the shoreline, groundwater areas encountered, runoff and river water control and work within the river to complete this project. This includes but is not limited to any additional erosion control needed for work along the water, required access to and from the water, repair and protection to any areas on the project disturbed by water and any dewatering needed for construction of the new stepped stone revetment, shoreline heavy riprap and removal of the existing seawalls. This item includes but is not limited to, construction of a site dewatering structure (tight sheeting, moveable dam, sand bags, etc.) to move the water outside of the active area of construction, dewatering of groundwater, surface water runoff control, and any other dewatering the Contractor deems necessary to satisfactorily complete the work.

The Contractor shall be responsible for all work materials and equipment required to comply with WDNR permit conditions to dewater the site. Contractor shall be responsible for compliance with all laws and for designing any solutions, obtaining and paying for any, required permits that may be required depending on the selected method of construction, including WDNR permits. Contractor shall be responsible for performing discharge sampling and reporting if required by WDNR, and for complying with the discharge limit for total suspended solids specified by any permits.

The Contractor shall provide all equipment and personnel necessary to conduct dewatering operations as required for the proper completion of the work. The Contractor shall prepare a dewatering plan and submit it to the Engineer and the DNR for review and approval, prior to starting dewatering operations if needed. Dewatering activities shall comply with WDNR Technical Standard 1061 (available on the WDNR web site at [www.dnr.state.wi.us/runoff/stormwater/techstds.htm](http://www.dnr.state.wi.us/runoff/stormwater/techstds.htm)). Should the Contractor's action or construction not be in compliance with applicable permits, Contractor shall remedy situation as directed by the Engineer, and all costs associated with those actions shall be borne by the Contractor.

The Contractor shall be solely responsible for choosing a method of water control that is compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the water control system and shall take all necessary measures to ensure that the water control operation shall not endanger or damage any existing adjacent feature, 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.

Review and approval of the dewatering plan does not relieve the Contractor of the dewatering requirements stated in these specifications. The City of Madison assumes no liability for the performance or safety of the dewatering system.

A copy of all dewatering permits shall be filed with the City of Madison 48 hours prior to commencement of any dewatering.

The Contractor shall be responsible for control of the expected river backwater while accommodating runoff through the site during construction. If the Contractor wishes to pursue placement of any structures on the bed of the river beyond what is shown on the plans, the Contractor shall be responsible for obtaining all necessary permits for that work and compliance with all conditions of those permits. All work, materials, labor and incidentals necessary to control lake backwater, runoff, safely work on the shoreline and any necessary work to comply with any necessary permits are included in this bid item.

## **METHOD OF MEASUREMENT**

Lake Control shall be measured as a single lump sum.

## **BASIS OF PAYMENT**

Lake Control shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all for all dewatering, permitting design and approval, and lake, stormwater & shoreline control necessary throughout construction including all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

## **BID ITEM 90001 – STEPPED STONE REVETMENT (9' WIDE CUT DOLMITIC STEPS)**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install a nine (9) linear feet wide stepped stone revetment from the path into the water as shown on the drawings.

Cut dolomitic limestone for the stepped stone revetment shall be provided by the City of Madison and made available to the Contractor at the City's stone storage location located at the City of Madison Yahara Hills Golf Course. The Contractor shall contact (Richard Bergmann - Madison Parks @ 608-513-3567) prior to picking up stone to coordinate site pickup. The Contractor shall be responsible for selecting stone and determining layout for the stepped stone revetment for approval by the Engineer. The Contractor shall provide equipment and labor for loading, off-loading and trucking stone as needed.

The stepped stone revetment shall be stacked with 5 cut dolomitic limestone steps as shown on the plans. This should be verified by the Contractor prior to selection. Any stone that is damaged during transport shall be replaced by the Contractor.

The Contractor shall coordinate with the Surveyor throughout installation to verify that limestone is installed at the correct horizontal and vertical location. Excavation Cut, Clear Stone, Type HR Riprap Filter Fabric, Topsoil, and Terrace Seeding shall be paid separately under their respective bid items.

### **CONSTRUCTION METHODS**

The Stepped Stone Revetment shall be constructed as shown in the plan set. A suitable foundation, as approved by the Engineer shall be provided to preclude settlement. Type HR Riprap Filter Fabric shall be installed under the bed, as shown on the drawings. Clear stone and filter fabric shall be installed according to the Standard Specifications. Each stone step shall be firmly set with no rocking or tipping, providing a firm foundation for subsequent layers. Cut stone blocks shall be field cut as required to fit tightly to abutting structures.

1. The stepped stone revetment shall be placed by equipment on the surfaces and to the depths specified on the drawings.

2. Stone shall be placed tightly together such that at least 60% of all joined faces are in direct contact and no more than 1.5-inch gap exists at any point along the joint. Vertical seams shall be staggered. Chiseling or cutting of the stone may be needed. Any costs for working the stone shall be included in the prices bid.
3. The finished surface aesthetic is critical. The stone layers shall follow the requirements noted on the plan. The tread width shall be consistent along each elevation and the stones shall fit snugly together and have no gaps larger than 1.5-inch. Working of stone faces may be required to achieve desired tolerances.

The intention of the above tolerances is that the work shall be generally built to the required elevation, slopes and grades, and that the outer surfaces shall present a neat and aesthetic appearance. Placed material not meeting these intentions shall be removed and/or reworked to the satisfaction of the Owner's Representative. The Contractor is encouraged to look at a similar application of stone steps along the shoreline of the Yahara River.

## QUALITY CONTROL

1. General
  - a. Materials which have been delivered to the project site and are rejected, whether in stockpile or in place in the structure, shall be removed from the project site at the Contractor's expense. Any damages to approved stone prior to substantial completion, due to Contractor or subcontractor operations, wave activity, or otherwise, shall be repaired by the Contractor at no additional cost to the Owner.
  - b. The initial stepped stone revetment section shall be considered as a test section. The purpose of the test sections shall be to establish an in-the-field standard, built in accordance with the requirements of the contract documents, to which the remainder of the stepped stone revetment shall be constructed. The Contractor shall make whatever modifications are necessary to placement procedures such that this standard shall be achieved consistently during construction of the remainder of the revetment.
2. Execution
  - a. The Contractor shall lay out the work, provide any survey control as needed for control of the work beyond the initial stakeout.
  - b. The Contractor shall make every effort to place the stone to the lines, grades and course thicknesses shown on the drawings.
  - c. The Contractor's equipment and methods for handling each classification of stone shall be such that all placement requirements of this section are satisfied.
3. Approval
  - a. The Contractor shall be required to rework deficient portions of the test section to meet these requirements. If during construction of the test section, it becomes evident that the Contractor cannot achieve the required neat lines and course thicknesses due to the type of stone being used, modifications to the section shall be made. Upon approval, the test section can be incorporated into the remaining work such that removal shall not be necessary.
4. Modifications
  - a. The Contractor shall make any necessary modifications to placement equipment and procedures to achieve the specified in-place requirements.
5. Delivery, Storage and Handling
  - a. General: The Contractor shall exercise care in the transportation of all stone materials to prevent cracking, splitting, spalling, etc., that would otherwise lead to rejection at the job site.
  - b. The Contractor shall handle and store bedding stone material to ensure that stockpiles are not contaminated with other soils and materials, and to limit the segregation of material sizes.

## **METHOD OF MEASUREMENT**

Stepped Stone Revetment shall be measured as a Lump Sum.

## **BASIS OF PAYMENT**

Stepped Stone Revetment shall be paid at the contract unit price, which shall be considered full compensation for all labor, hauling, double handling, coordination and work to complete as provided in the description.

## **BID ITEM 90002 – DEBRIS REMOVAL**

### **DESCRIPTION**

Work under this item shall include all work, material and incidentals necessary to remove any collected trash found within the project limits and along the project shoreline, including the removal of a fallen tree located just southeast of the existing east seawall. This item includes but is not limited to stockpiling as needed, hauling away and disposal of material offsite. Contractor is responsible for determining a suitable off-site disposal location and paying all fees associated with disposal as part of this bid item. The Contractor is encouraged to visit the site prior bidding to determine the effort required for this and to gauge the size of the tree to be removed.

### **METHOD OF MEASUREMENT**

Debris Removal shall be measured as a Lump Sum for all removal, hauling and disposal of material.

### **BASIS OF PAYMENT**

Debris Removal shall be measured as described above, will be paid at the contract price and shall be considered full compensation for all work, materials, disposal and incidentals to complete the work as explained in the description above.

## **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, 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. 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 subgrades, stair elevations and finished grades. If it is found during verification that the grading is not set to the correct limits or elevation the contractor shall continue grading until the correct elevations 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 park, trees, ground and vegetation on the site outside of the limits of disturbance and no disturbance, storage or stockpiling shall occur in that area.

#### **METHOD OF MEASUREMENT**

Construction Surveying shall be measured as a Lump Sum for all construction surveying necessary for project completion throughout construction.

#### **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 – SEAWALL REMOVAL**

Work under this bid item shall include all work, materials, equipment and incidentals required to remove and properly dispose of two existing metal seawalls along the shoreline of the Yahara River. This Includes removing all associated items, including but not limited to boat ties & concrete bases, rebar tie ins, and other structural facings and components of the sea walls. This item includes but is not limited to removal of material, stockpiling as needed, hauling away and disposal of material offsite. The Contractor is responsible for finding and determining a suitable off-site disposal location and paying all fees associated with disposal as part of this bid item.

The Contractor shall take care to limit disturbance in the area while removing the seawall by pulling rather than excavation where possible to minimize shoreline disturbance and surrounding park and utilities. As part of the seawall removal, the Contractor is responsible for removing all features associated with the seawall including but not limited to metal boat ties in concrete behind the seawall, rebar tie ins and any other associated materials.

**The seawall shall be removed immediately prior to riprap or stone step placement. This will be to reduce the time that the bank will be left exposed and vulnerable to erosion.**

The Contractor shall note that there is a 12" MG&E steel high pressure gas main located just to the northwest of the existing west seawall. This gas main shall be marked, protected and avoided during construction. If any disturbance or digging is to occur within 10' of this main, MG&E shall be contacted at 608-444-689 to be at the site during this activity.

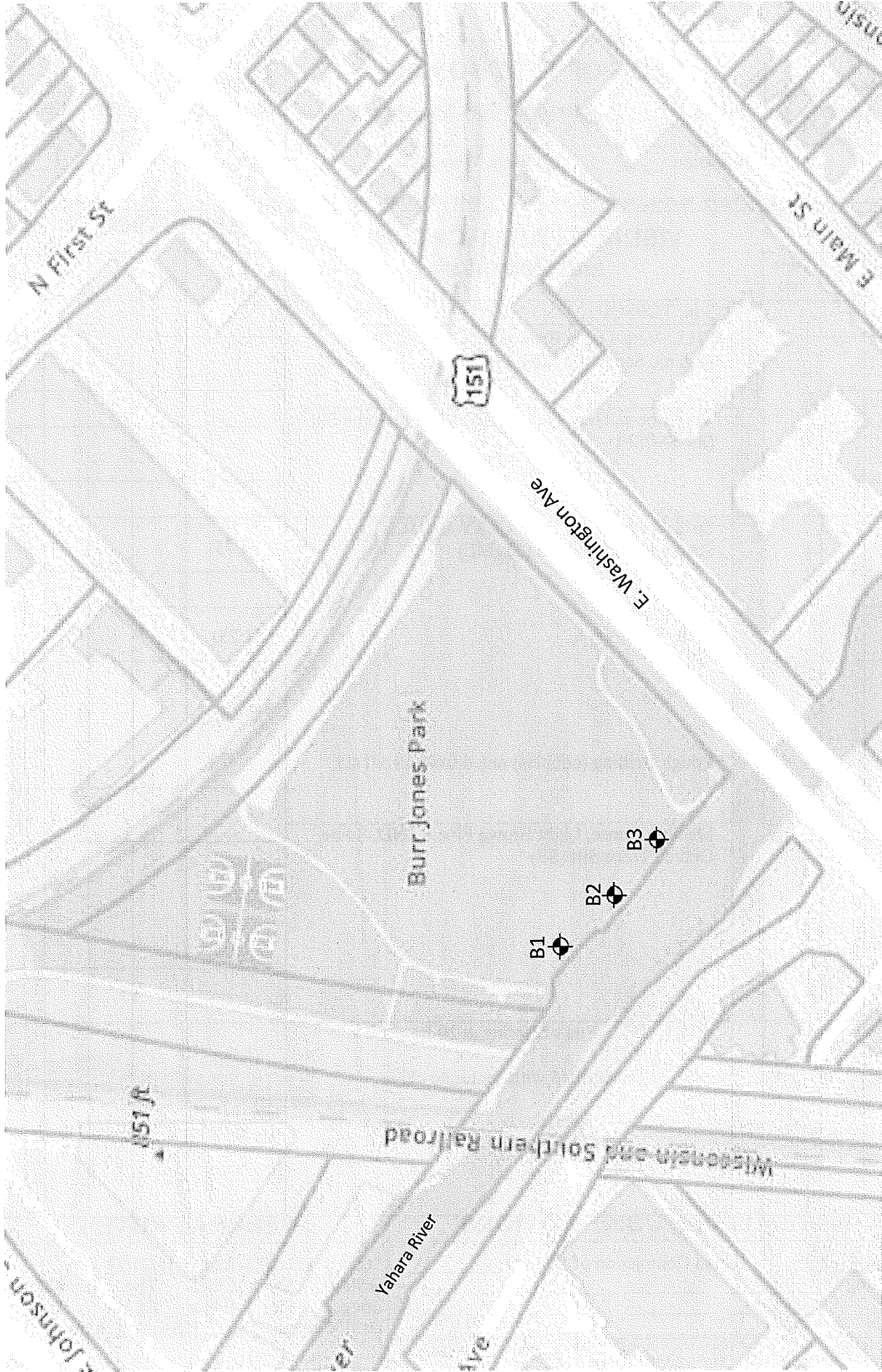
#### **METHOD OF MEASUREMENT**

Removal of the two existing metal seawalls shall be measured as a Lump Sum.

#### **BASIS OF PAYMENT**

Removal of two Existing Metal Seawalls is measured as described above, will be paid at the contract price and shall be considered full compensation for all for all work, removal, hauling, incidentals, and disposal of material to complete the work as explained in the description above.

END OF SPECIAL PROVISIONS



**Legend**

 Denotes Boring Locations

**Notes**

1. Soil borings performed by Soil Essentials in November 2022
2. Boring locations are approximate

Scale: Reduced



<b>Date:</b> 11/2022	<b>Job No.</b> C22051-32
-------------------------	-----------------------------

**Soil Boring Location Map**  
**Burr Jones Park Shoreline**  
**Madison, WI**



# LOG OF TEST BORING

Project Burr Jones Park Shoreline  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) 847±  
 Job No. C22051-32  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LOI
					3 in. TOPSOIL					
1	14	M	2		FILL: Very Loose Brown and Gray Silty Fine Organic Sand with Shell Fragments					
2	13	M	2		Very Loose, Gray Fine SAND, Little to Some Silt (SP-SM/SM)					
3	14	W	3		Stiff, Varved Gray Lean CLAY and SILT, Scattered Sand Seams (CL/ML)	(1.5)				
4	14	W	5			(1.25)				
					Rough Drilling (cobbles) noted from 12.5-14.5					
5AS	0	W	20		Medium Dense, Light Brown Fine SAND, Some Gravel, Trace Silt (SP)					
6	6	W	13							
					End of Boring at 20 ft					
					Backfilled with bentonite chips					

## WATER LEVEL OBSERVATIONS

While Drilling 2.9' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in 11.7'

## GENERAL NOTES

Start 11/21/22 End 11/21/22  
 Driller SE Chief Tim Rig 7822  
 Logger Tim Editor ESF DT  
 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 Burr Jones Park Shoreline  
 Location Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) 847±  
 Job No. C22051-32  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LOT
					10 in. TOPSOIL					
1	12	M	4		FILL: Loose to Very Loose Brown and Gray Silty Fine Organic Sand with Shell Fragments					
2	12	M/W	3							
3	14	M	5		Stiff to Soft, Gray Lean CLAY, Trace Sand and Fine Gravel (CL)	(0.5-1.5)				
4	16	M	7			(1.5)				
5	18	M	3		Becoming very soft near 13'	(0.25-0.4)				
6	14	W	11		Medium Dense, Light Brown Fine SAND, Some Gravel, Trace Silt (SP)					
					End of Boring at 20 ft					
					Backfilled with bentonite chips					

## WATER LEVEL OBSERVATIONS

While Drilling 3.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in 11.1'

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

## GENERAL NOTES

Start 11/21/22 End 11/21/22  
 Driller SE Chief Tim Rig 7822  
 Logger Tim Editor ESF DT  
 Drill Method 2.25" HSA; Autohammer



# LOG OF TEST BORING

Project Burr Jones Park Shoreline  
 Location Madison, Wisconsin

Boring No. 3  
 Surface Elevation (ft) 847±  
 Job No. C22051-32  
 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
						12 in. TOPSOIL					
1		12	M	3		FILL: Very Loose Brown and Gray Silty Fine Organic Sand with Shell Fragments					
2		8	W	1		Very Loose, Gray Fine SAND, Little to Some Silt (SP-SM/SM)					
3		13	W	2		Having shell fragments and scattered silt seams near 7'					
4		13	W	6		Stiff, Varved Gray Lean CLAY and SILT, Scattered Sand Seams (CL/ML)	(1.0)				
5		12	W	6		Loose, Gray Fine to Medium SAND, Little to Some Silt, Numerous Shells (SP-SM/SM)					
6		12	W	7							
						End of Boring at 20 ft					
						Backfilled with bentonite chips					

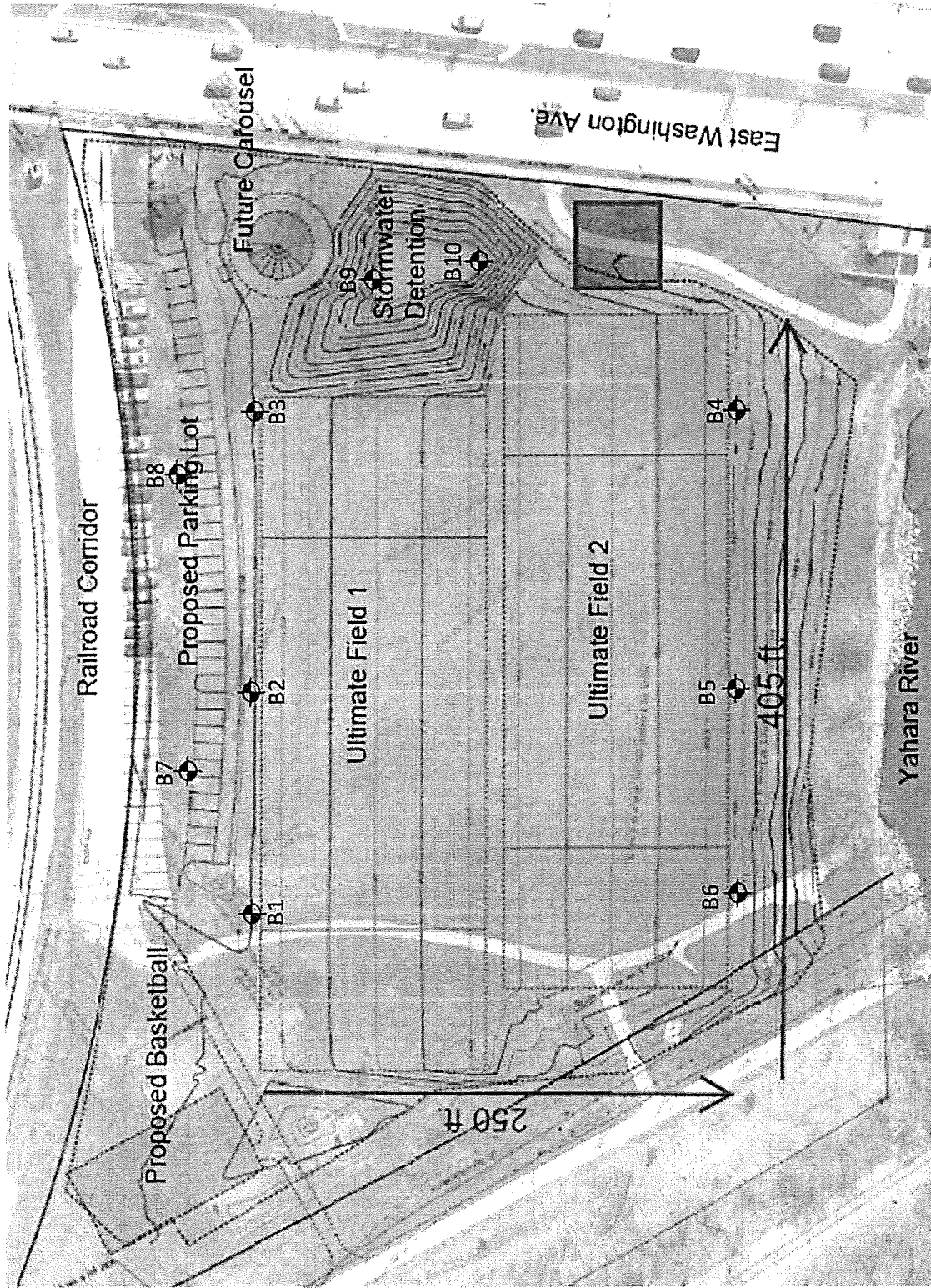
## WATER LEVEL OBSERVATIONS

While Drilling 3.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in 5.7'

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

## GENERAL NOTES

Start 11/21/22 End 11/21/22  
 Driller SE Chief Tim Rig 7822  
 Logger Tim Editor ESF DT  
 Drill Method 2.25" HSA; Autohammer



**Legend**

☛ Denotes Boring Location

**Notes**

1. Soil borings performed by Soil Essentials in September of 2018
2. Boring locations are approximate.

Scale: Reduced

Date:  
10/2018

Job No.  
C18051-13

CGC, Inc.

Soil Boring Location Plan  
Burr Jones Park Improvements  
Madison, WI

## LOG OF TEST BORING

**Project** **Burr Jones Park**  
**Location** **N 43° 05.450', W 89° 21.736'**  
**Madison, WI**

Boring No. **4**  
Surface Elevation (ft) **851±**  
Job No. **C18051-13**  
Sheet **1** of **1**

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
1		12	M	10	FILL: Dark Brown Clayey Topsoil to 0.25 ft Brown Silty Sand with Gravel, Clay and Glass/Porcelain Refuse to 2.5 ft Medium Stiff Brown Clay with Sand and Gravel to 6 ft (A)	(0.75)				
2		11	M	9						
3		12	W	3	Very Loose, Gray Silty Fine SAND, Trace Shells and Organics (SM) (B)					
4		13	W	2						
5		15	M/W	7	Stiff, Brown Lean CLAY (CL) (C)	(1.75)				
6		11	W	21						
7		7	W	23	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) (D)					
					Medium Dense, Light Brown Silty Fine SAND, Some Gravel, Scattered Cobbles (SM - Probable Weathered Sandstone Bedrock) (D)					
End Boring at 25 ft										
Backfilled with Bentonite Chips										

## WATER LEVEL OBSERVATIONS

While Drilling	<u>5.0'</u>	Upon Completion of Drilling	
Time After Drilling			
Depth to Water			
Depth to Cave in			

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

## GENERAL NOTES

Start	9/26/18	End	9/26/18	
Driller	SE	Chief	MDB	Rig 7822-DT
Logger	MDB	Editor	ESF	
Drill Method	2.25" HSA; Autohammer			



## LOG OF TEST BORING

Project Burr Jones Park  
Location N 43° 05.468', W 89° 21.763'  
Madison, WI

Boring No. 5  
Surface Elevation (ft) 850±  
Job No. C18051-13  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
1	11	M	7		FILL: Dark Brown Clayey Topsoil to 0.4 ft Stiff to Very Stiff Brown Sandy Clay with Gravel to 4 ft (A)	(2.0)				
2	12	M	10		Loose to Medium Dense, Gray Fine SAND, Trace to Little Silt, Trace Organics and Shell Fragments (B)	(1.0)				
3	10	W	4		Loose to Very Loose, Gray-Brown Sandy SILT, Trace Clay and Shell Fragments (ML) (b)					
4	11	W	2		Stiff, Gray Varved Lean and Silty CLAY, Occasional Sand Partings (CL/CL-ML) (b)	(1.25)				
5	15	W	13		Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) (C)	(1.25)				
6	6	W	5		Medium Dense to Very Dense, Light Brown Silty Fine SAND, Some Gravel, Scattered Cobbles (SM - Probable Weathered to Competent Sandstone Bedrock) (D)					
7	10	W	18		End Boring at 30 ft (F)					
8	6	W	90		Backfilled with Bentonite Chips and Covered with Sod Plug					

### WATER LEVEL OBSERVATIONS

While Drilling 3.5' Upon Completion of Drilling 3.0'  
Time After Drilling \_\_\_\_\_  
Depth to Water \_\_\_\_\_  
Depth to Cave in \_\_\_\_\_

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

### GENERAL NOTES

Start 9/25/18 End 9/25/18  
Driller SE Chief MDB Rig 7822-DT  
Logger MDB Editor ESF  
Drill Method 2.25" HSA; Autohammer



## LOG OF TEST BORING

Project Burr Jones Park  
Location N 43° 05.478', W 89° 21.782'  
Madison, WI

Boring No. 6  
Surface Elevation (ft) 849±  
Job No. C18051-13  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	7	M	2	0-1	FILL: Dark Brown Clayey Topsoil to 0.3 ft					
				1-1.5	Brown Clay to 1.5 ft					
				1.5-3.5	Loose Brown Silty Sand with Gravel and Clay to 3.5 ft					
2	9	M/W	6	3.5-6	Loose to Very Loose Gray Silty Sand with Organics, Wood and Shell Fragments to 6 ft					
3	10	M/W	4	6-8	Very Soft, Brown Lean CLAY (CL - Possible Fill)	(<0.2)				
4	11	W	13	8-10	Very Loose to Medium Dense, Gray Fine to Medium SAND, Trace to Little Sand and Shell Fragments (SP/SP-SM)					
				10-13	Medium Dense, Gray Sandy Silt, Trace Clay (ML)					
5	14	M/W	13	13-15	Stiff, Gray Varved Lean and Silty CLAY, Occasional Sand Partings (CL/CL-ML)	(1.25)				
				15-20	Loose to Very Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
6	11	W	4	20-25	Very Dense, Light Greenish-Brown Silty Fine SAND, Some Gravel, Scattered Cobbles (SM - Probable Weathered Sandstone Bedrock)					
7	13	M/W	51	25	End Boring at 25 ft					
				25-30	Backfilled with Bentonite Chips and Covered with Sod Plug					
				30-35						
				35-40						
				40						

WATER LEVEL OBSERVATIONS				GENERAL NOTES			
While Drilling	<u>▽ 2.9'</u>	Upon Completion of Drilling		Start	<u>9/25/18</u>	End	<u>9/25/18</u>
Time After Drilling				Driller	<u>SE</u>	Chief	<u>MDB Rig 7822-DT</u>
Depth to Water				Logger	<u>MDB</u>	Editor	<u>ESF</u>
Depth to Cave in				Drill Method	<u>2.25" HSA; Autohammer</u>		
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.							

## SECTION E: BIDDERS ACKNOWLEDGEMENT

### BURR JONES SHORELINE REPAIR CONTRACT NO. 9238

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 Sand & Gravel name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Dustin Biltman  
SIGNATURE

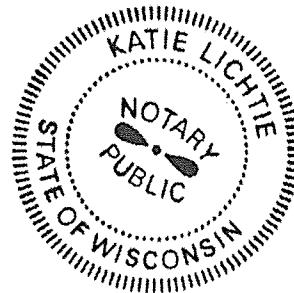
V.P.  
TITLE, IF ANY

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

Katey Green  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 1-06-27

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

**BURR JONES SHORELINE REPAIR  
CONTRACT NO. 9238**

**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 53565**

Telephone Number: **(608) 836-1071** Fax Number: **(608) 836-7485**

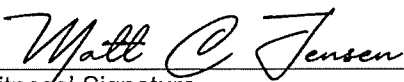
Contact Person/Title: **KATIE LICHTIE / PROJECT MANAGER**

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

**Katie Lichtie, PM**  
Bidder's Signature

Digitally signed by Katie Lichtie, PM  
DN: C=US, E=katie@speedwaysg.com,  
O=Speedway Sand & Gravel,  
CN="Katie Lichtie, PM"  
Date: 2024.08.15 08:28:53-05'00'

**8/15/2024**  
Date



**BURR JONES SHORELINE REPAIR**

CONTRACT NO. 9238

DATE: 8/15/24

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LS	1.00	\$1,700.00	\$1,700.00
10911 - MOBILIZATION - LS	1.00	\$55,172.00	\$55,172.00
20101 - EXCAVATION CUT - CY	176.00	\$20.00	\$3,520.00
20217 - CLEAR STONE - TON	150.00	\$30.00	\$4,500.00
20219 - BREAKER RUN - TON	88.00	\$28.00	\$2,464.00
20221 - TOPSOIL - SY	792.00	\$8.00	\$6,336.00
20251 - HEAVY RIPRAP - GLACIAL FIELD STONE - TON	234.00	\$70.00	\$16,380.00
20256 - RIPRAP FILTER FABRIC, TYPE HR - SY	261.00	\$3.58	\$934.38
20701 - TERRACE SEEDING - SY	702.00	\$3.25	\$2,281.50
20706 - TALL GRASS PRAIRIE SEEDING - SY	90.00	\$0.95	\$85.50
21002 - EROSION CONTROL INSPECTION - EA	3.00	\$500.00	\$1,500.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$2,500.00	\$2,500.00
21013 - STREET SWEEPING - LS	1.00	\$5,000.00	\$5,000.00
21021 - SILT FENCE-COMPLETE - LF	120.00	\$5.00	\$600.00
21024 - SILT SOCK (12 INCH) - COMPLETE - LF	300.00	\$8.95	\$2,685.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EA	3.00	\$375.00	\$1,125.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EA	3.00	\$50.00	\$150.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EA	3.00	\$30.00	\$90.00
21061 - EROSION MATTING, CLASS I URBAN TYPE A - SY	792.00	\$1.85	\$1,465.20
21093 - TURBIDITY BARRIER - COMPLETE - LF	185.00	\$45.00	\$8,325.00
21302 - CONSTRUCTION FENCE (PLASTIC) - LF	505.00	\$3.95	\$1,994.75
30302 - 5" CONCRETE SIDEWALK - SF	40.00	\$25.00	\$1,000.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	67.00	\$40.00	\$2,680.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	25.00	\$250.00	\$6,250.00
40321 - UNDERCUT - CY	45.00	\$30.00	\$1,350.00
90000 - LAKE CONTROL - LS	1.00	\$7,000.00	\$7,000.00
90001 - STEPPED STONE REVETMENT(9' WIDE CUT DOLMITIC STEPS) -	1.00	\$9,500.00	\$9,500.00
90002 - DEBRIS REMOVAL - LS	1.00	\$3,000.00	\$3,000.00
90003 - CONSTRUCTION SURVEYING - LS	1.00	\$5,500.00	\$5,500.00
90004 - SEAWALL REMOVAL - LS	1.00	\$18,000.00	\$18,000.00
30 Items	Totals		\$173,088.33



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://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.

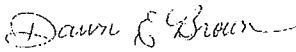
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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

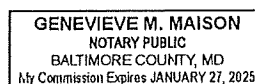
  
By: Dawn E. Brown  
Secretary

**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



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://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](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## SECTION H: AGREEMENT

THIS AGREEMENT made this 20th day of September 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 **SEPTEMBER 10, 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:

### **BURR JONES SHORELINE REPAIR CONTRACT NO. 9238**

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 **ONE HUNDRED SEVENTY-THREE THOUSAND EIGHTY-EIGHT AND 33/100 (\$173,088.33)** 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 Contractor 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.

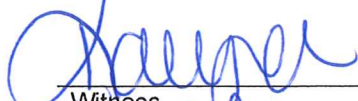
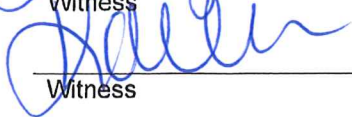
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

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.

**BURR JONES SHORELINE REPAIR  
CONTRACT NO. 9238**


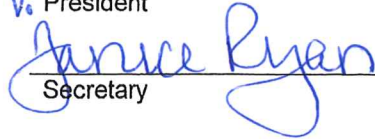
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

	Sept 11, 2024
Witness	Date
	Sept 11, 2024
Witness	Date

**SPEEDWAY SAND & GRAVEL, INC.**

Company Name

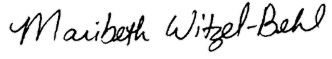
	Sept 11, 2024
v. President	Date
	Sept 11, 2024
Secretary	Date

CITY OF MADISON

  
\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

09/20/2024

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

9/17/2024

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
David P. Schmiedicke, Finance Director

9/18/2024

\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Michael Haas, City Attorney

9/19/2024

\_\_\_\_\_  
Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00534, ID No. 84851, adopted by the Common Council of the City of Madison on Sept. 10, 2024.

Bond No. 9442220

**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, Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE HUNDRED SEVENTY-THREE THOUSAND EIGHTY-EIGHT AND 33/100 (\$173,088.33)** 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:

**BURR JONES SHORELINE REPAIR  
CONTRACT NO. 9238**

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 11th day of September, 2024

Countersigned:

**SPEEDWAY SAND & GRAVEL, INC.**

Company Name (Principal)

Witness

✓ President

Seal **NA**

Secretary

Fidelity and Deposit Company of Maryland

Surety

Seal

☒ Salary Employee

☐ Commission

By

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.

September 11, 2024

Date

Agent Signature

The foregoing Bond has been approved as to form:

9/19/2024

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 Maryland (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.

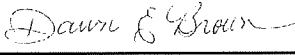
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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](http://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 11th day of September, 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](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790