

\$258,069.76
FILE

BID OF SPEEDWAY SAND & GRAVEL, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WINGRA PARK SHORELINE

CONTRACT NO. 8144

PROJECT NO. 11562

MUNIS NO. 11562

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 27, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WINGRA PARK SHORELINE
CONTRACT NO. 8144**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: scs

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:	WINGRA PARK SHORELINE
CONTRACT NO.:	8144
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	1/19/2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	1/18/2018
BID SUBMISSION (2:00 P.M.)	1/25/2018
BID OPEN (2:30 P.M.)	1/25/2018
PUBLISHED IN WSJ	1/11/2018 & 1/18/2018

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

WINGRA PARK SHORELINE CONTRACT NO. 8144

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 102.1: PREQUALIFICATION OF BIDDERS

The bidder for this contract must be pre-qualified in at least one of several different categories due to the nature of work involved with this contract. If the prime contractor is prequalified in a category other than 246 – Ecological Restoration, their Subcontractor must be prequalified under category 246 – Ecological Restoration. Work to be performed by prequalified category 246 – Ecological Restoration shall include bid items 20901, 90032, 90038 and 90039.

General Contractors who are not prequalified as Ecological Restoration under prequalification category 246 must submit proof that their sub contract is prequalified within 2 days of submitting the bid. If the Contractor fails to provide this form within the guidelines described above the Contractor's proposal will be considered non-responsive.

Contractors interested in pre-qualifying for category 246 shall complete and submit the Contractors Prequalification Application as soon as possible, but no later than 1:00 PM on Thursday, January 18th to be considered for this contract.

Prospective bidders can download the prequalification forms from the City's website:
<http://www.cityofmadison.com/business/pw/forms.cfm>

To ensure properly completed application, please contact the City Engineering Division at (608) 264-9274 prior to submission of the pre-qualification packet.

Questions relating to prequalification applications may be directed to Johanna Johnson, City Engineering Division by phone at (608) 264-9274, or email jjohnson@cityofmadison.com.

SECTION 102.9: BIDDERS UNDERSTANDING

The version of the Standard Specifications for Public Works Construction that is current on the date of contract award shall be the applicable Standard Specifications for this contract.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 103.5 PAYMENT AND PERFORMANCE BOND

The Contractor shall file with the City prior to the time of execution of the contract a Payment and Performance Bond on the prescribed form in the full amount of the contract price as security for the payment of all persons supplying labor, services, and materials for the execution of the work and the faithful performance of the contract. The bond shall remain in effect until the date of the Certificate of Substantial Completion. **Substantial Completion shall be issued at the end of the 2019.** The surety

furnishing this bond shall have a sound financial standing, a record of service satisfactory to the City, and shall be authorized to do business in the State of Wisconsin.

SECTION 104 **SCOPE OF WORK**

This contract and associated plan set describes the work necessary to stabilize approximately 400 linear feet of shoreline within Wingra Park. A portion of the shoreline will be stabilized through the installation of Encapsulated Soil Lifts (ESLs), which will require non-standard construction methods. The project will also construct a set of limestone steps, install a concrete block canoe launch, and replace a wooden pier.

SECTION 105.12 **COOPERATION OF THE CONTRACTOR**

The Contractor shall be aware that Monroe Street will be undergoing reconstruction during the time this contract will be executed. The Contractor shall be prepared for the traffic limitations associated with this project. **Monroe Street will be open to inbound traffic only from Odana Road to Regent Street.**

Depending on construction progress, the Contractor may only have access to the site from Monroe Street at either the Arbor Drive intersection, or the Knickerbocker Drive intersection, but possibly not both. The Contractor shall coordinate work with the Monroe Street project to identify the available access route.

Other than the identified access locations from Monroe Street, trucks shall not use any other residential streets for access to and from the site. Trucks shall only use dedicated truck routes. During construction on Monroe Street, Odana Road, between Midvale Boulevard and Monroe Street, will temporarily be designated as a truck route; Nakoma Road shall not be used as a truck route.

Wingra Park will remain open to the public for the duration of the project. The Contractor shall accommodate maintenance activities completed by City of Madison Parks personnel such as setting the dock in spring, mowing operations, etc. The Contractor shall also be prepared to work in an open park environment and shall take the necessary precautions to protect park users and their job site. Quantities of Temporary Construction Fencing have been added to allow the Contractor to designate the work zone. However, the Contractor shall work in a manner that anticipates the close presence of residents, especially children.

City of Madison Parks has a contract with Wingra Boats to operate within the entire park. The Contractor shall be mindful of disruptions to this business during construction and shall not block access to, or by, this business.

Fishing season opens on May 5, 2018. To accommodate the boat traffic, the Contractor shall complete the work on the western edge of the of the project first, including resetting the limestone blocks (bid item 90036).

SECTION 107.2 **PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall use caution when working around private property. If private property is damaged during the completion of this contract, the Contractor shall repair it to previous conditions, or replace with equal or better, the damaged property. The Project Engineer or Construction Engineer shall determine acceptability of repaired or replaced property.

This project will extend to the eastern property boundary, marked by a fence line. The Contractor shall not perform work on the shoreline beyond the fence line.

SECTION 107.7 **MAINTENANCE OF TRAFFIC**

The Contractor may occupy the portion of the parking lot as shown in the plan set. However, Knickerbocker Lane and park access shall not be impeded. Please consult Section 105.12, Cooperation of the Contractor, for restricted access due to the Monroe Street reconstruction project.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. **Protection of trees within the park is extremely important.**

The intent of this design is to minimize the damage to those trees that remain following construction. With the exception of the one tree designated for removal, all trees within the park shall be protected. The Contractor shall be prepared to use equipment that is appropriately sized for the tree restrictions, including using small equipment and equipment that lessens the ground pressure. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas.

Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

Protection of these trees shall be paid under bid item 10803 – ROOT CUTTING, which shall be measured per Inch Diameter of the cut root.

SECTION 108.2 PERMITS

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

- Army Corps of Engineers
- Wisconsin Department of Natural Resources Chapter 30 Permit
- Wisconsin Department of Natural Resources Notice of Intent (Stormwater Permit)
- City of Madison Erosion Control and Stormwater Management Permit

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

- Wisconsin DNR Type II Dewatering

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

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

With regard to Control of Invasive or Exotic Species, the Chapter 30 permit will stipulate that any equipment or materials that may be in contact with invasive or exotic species must be decontaminated prior to and after work at the project site. It shall be the Contractor's responsibility to comply with decontamination requirements.

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

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

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on **March 26, 2018**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091).

Earthmoving activities, including the restoration of disturbed park turf and demobilization of heavy equipment, shall be completed by **May 25, 2018** (Memorial Day). Planting of the encapsulated soil lifts and vegetative buffer shall be completed by **June 30, 2018**.

Fishing season opens on May 5, 2018. To accommodate the boat traffic, the Contractor shall complete the work on the western edge of the of the project first, including resetting the limestone blocks. **The City boat launch shall be fully available on May 1, 2018.**

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

SECTION 110.2: PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued both by the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The contractor shall have forty eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty four (24) hour period that passes after the initial forty eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

BID ITEM 20109: FINISH GRADING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to properly grade the site, as shown on Sheet P-1 and P-2. This work shall include the grading north of the path, to direct water to the two low points within the proposed path. This bid item shall also include all work necessary to grade the two small drainage swales south of the path.

The shoreline in Wingra Park is relatively flat. The contractor shall grade the site such that standing water does not develop behind the path, behind the concrete abutments, or behind the limestone steps.

Minor amounts of cut or fill required to complete this grading shall be included in this bid item. If excess cut is generated during finish grading, the Contractor shall remove the material from the site and dispose of it in an acceptable location.

The Contractor shall work with caution when grading near trees within the park. The Contractor shall not grade in a manner that exposes, or excessively buries, tree roots. Damage to trees will be subject to Article 107.13 of the Standard Specifications. If necessary, the Contractor shall protect trees with Construction Fencing.

The Contractor shall note that the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.

METHOD OF MEASUREMENT

Finish Grading shall be measured as a Lump Sum.

BASIS OF PAYMENT

Finish Grading shall be paid for at the contract unit price, which shall be full compensation all labor, tools, equipment and incidentals necessary to grade the site in a manner that prevents standing water adjacent to park features.

BID ITEM 20221: TOPSOIL

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to place, and if necessary, provide 4 inches of topsoil over all disturbed areas. Topsoil provision and placement shall be in accordance with Article 202 of the Standard Specifications.

METHOD OF MEASUREMENT

Topsoil shall be measured per Square Yard of topsoil placed. Final measurement shall be based on the Plan Quantity without measurement thereof. Topsoil quantity was calculated by measuring all pervious areas within the Disturbance Limits shown in the plan set. The measured area extends to the lakeward edge of the uppermost encapsulated soil lift or the back edge of riprap.

Soil disturbed outside of the Disturbance Limits shall be restored with Topsoil, Terrace Seed Mix, and ERCM Class I, Urban, Type A at no additional cost to the City.

The Contractor shall note that the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.

BASIS OF PAYMENT

Topsoil shall be paid for at the contract unit price, which shall be full compensation all labor, tools, equipment and incidentals necessary to place and finish grade 4 inches of topsoil over all disturbed areas.

BID ITEM 20221: MEDIUM RIPRAP – GLACIAL FIELD STONE

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide and place glacial field stone where riprap is called for in the plan set. Stone required to create the base of the encapsulated soil lifts shall be included in that bid item. 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.

D50 (inches)	Min D (inches)	Max D (inches)
14	6	20

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

An unquantified amount of riprap currently exists along the shoreline. The Contractor may be permitted to reuse this material provided it complies with this bid item. The bid quantity of 223 tons reflects the full volume of riprap required to stabilize the shoreline. Sorting, stockpiling, and replacing existing riprap shall be included in this bid item.

All riprap shall be underlain with geotextile filter fabric Type HR that conforms to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition. Provision and placement of filter fabric shall be included in this bid item. Filter fabric shall be placed in a manner that prevents material from showing at the top or edge of the stone.

- Geotextile Filter Fabric Type HR: 390 S.Y. This quantity includes 15% overage for overlap and excess.

Prior to placement of geotextile fabric or stone, the Contractor shall prepare the shoreline by removing vegetation, roots, soil overhangs, etc. The Contractor shall minimize shoreline excavation to the material necessary to create an appropriate surface for riprap placement. Excess cut shall be removed from the site by the Contractor and disposed of in an appropriate location. Excavation, hauling, and disposal of this material shall be included in this bid item.

- Estimated quantity of Excavation Cut: 133 C.Y., does not include a fluff factor

METHOD OF MEASUREMENT

Medium Riprap – Glacial Field Stone shall be measured per Ton of stone placed in the field. Imported material shall be measured with truck tickets. If the Contractor elects to reuse existing riprap, it shall be measured in one of two ways:

- Load and haul the material to a location where it can be weighed, and provide truck tickets.

- Sort and stockpile salvaged stone in a manner that can be measured by the Construction Engineer or Project Engineer. This measurement shall be converted to tonnage using an assumed specific gravity of 2.75 and a void ratio of 0.72.

BASIS OF PAYMENT

Medium Riprap – Glacial Field Stone shall be paid for at the contract unit price, which shall be full compensation all labor, tools, equipment and incidentals necessary to provide and place riprap as shown on the plan set and described herein.

BID ITEM 20322: REMOVE CONCRETE CURB & GUTTER

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to remove approximately 3.5 linear feet of concrete curb and gutter in order to accommodate the new path alignment. This bid item shall include sawcutting the exiting curb, carefully removing the curb, and grinding the new curb edge to provide a smooth transition.

METHOD OF MEASUREMENT

Remove Concrete Curb and Gutter shall be measured per Linear Foot of curb removed in the field.

BASIS OF PAYMENT

Remove Concrete Curb and Gutter shall be paid for at the contract unit price, which shall be full compensation all labor, tools, equipment and incidentals necessary to complete the work as described above.

BID ITEM 20701: TERRACE SEED MIX

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide and place Terrace Seed Mix on all disturbed areas, following topsoil placement. Seed shall be provided and placed in accordance with Article 207 of the Standard Specifications.

METHOD OF MEASUREMENT

Terrace Seed Mix shall be measured per Square Yard of seed placed. Final measurement shall be based on the Plan Quantity without measurement thereof. Seed quantity was calculated by measuring all pervious areas within the Disturbance Limits shown in the plan set. The measured area extends to the edge of the Native Vegetation Buffer.

Soil disturbed outside of the Disturbance Limits shall be restored with Topsoil, Terrace Seed Mix, and ERCM Class I, Urban, Type A at no additional cost to the City.

BASIS OF PAYMENT

Terrace Seed Mix shall be paid for at the contract unit price, which shall be full compensation all labor, tools, equipment and incidentals necessary to place seed over all disturbed areas.

BID ITEM 20901: PLANTS

All planting as part of this contract shall be completed per Article 209 – Trees, Shrubs, Perennials and Grasses of the latest edition of the City of Madison Standard Specifications for Public Works Construction and as outlined in these Special Provisions.

All plantings shall be installed in spring 2018 and shall be completed by June 30, 2018.

Care and maintenance of plants during the first growing season after installation in 2018 shall be paid under bid item 90038 – 2018 Landscape Maintenance.

Care and maintenance of plants, along with removal of invasive plants and weed removals in 2019, shall be paid for under bid item 90039 – 2019 Landscape Maintenance.

The first year growing season is defined as the time in 2018 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2019 from when frost is out of the ground, until the ground is frozen.

Preparing the ground for planting shall be incidental to bid items 20109 – Finish Grading, 20221 – Topsoil, and 90032 – Encapsulated Soil Lifts.

Below is the list of required plants, sizes, and quantity.

Plant Schedule				
Botanical Name	Scientific Name	Size	Root	QTY
Asclepias incarnata	Swamp Milkweed	4" Deep	Plug	80
Asclepias tuberosa	Butterfly Weed	4" Deep	Plug	117
Liatris pycnostachya	Prairie Blazingstar	4" Deep	Plug	197
Liatris spicata	Dense Blazingstar	4" Deep	Plug	56
Lobelia cardinalis	Cardinal Flower	4" Deep	Plug	90
Monarda fistulosa	Bergamot	4" Deep	Plug	30
Rudbeckia fulgida	Black-eyed Susan	4" Deep	Plug	117
Carex muskingumensis	Muskingum Sedge	4" Deep	Plug	355
Carex stricta	Tussock Sedge	4" Deep	Plug	261
Carex vulpinoidea	Fox Sedge	4" Deep	Plug	757
Total				2060
2019 plant replacements		4" Deep	Plug	618

Plants shall be watered the day of installation.

Plants shall be guaranteed for two growing seasons from the date of installation, until substantial completion is issued. Growing seasons are defined in Section 109.7 of the Standard Specifications. At any time within the period of the guarantee, the Contractor shall replace any plant which, for any reason (except as identified in the paragraph below), has died or is in a dying condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired. Replacement shall include removal and repair of all affected work. The decision of the Engineer as to the necessity of replacing any plants shall be conclusive and binding on the Contractor. No more than two (2) replacements per plant shall be required.

Recognizing that installation of forbs and grasses typically involves a lower survivability, the Contractor shall be responsible for ensuring that approximately 70% of the total number of installed forbs and grasses are flourishing by the end of the 2018 growing season. Additionally, recognizing that some forbs and grasses will be damaged from ice and muskrats additional quantities have been added to bid item 20901 beyond what is called out on the plans, these bid items will be used to supplement plantings in 2019 due to damage. The Contractor shall not be required to guarantee plants that have been damaged from ice and muskrat activities, but shall be required to replace plants damaged through these activities with quantities allocated for replacements in these respective bid items.

METHOD OF MEASUREMENT

Plants shall be measured per Each individual plant.

An additional 618 plants have been added to the proposal page and the above table to account for plant replacements in 2019 related to damage from ice and muskrats. This quantity may be reduced or eliminated.

BASIS OF PAYMENT

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

BID ITEM 20970: DROUGHT WATERING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants. Drought watering shall only be paid for conditions defined in Article 209.5(j) of the Specifications.

METHOD OF MEASUREMENT

Drought Watering shall be measured by unit price for additional watering visits necessary to thoroughly soak the root zones of all plants in this contract at the site. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

BASIS OF PAYMENT

Drought Watering shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must include photos of the watering with the date and time that each watering occurred.

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

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to place, or provide and place ECRM Class I, Urban Type A on all disturbed areas, following the placement of topsoil and seed. Erosion control matting shall be provided and placed in accordance with Article 210 of the Standard Specifications.

METHOD OF MEASUREMENT

Erosion Matting, Class I, Urban Type A shall be measured per Square Yard of matting placed. Final measurement shall be based on the Plan Quantity without measurement thereof. Matting quantity was calculated by measuring all pervious areas within the Disturbance Limits shown in the plan set. The measured area extends to lakeward edge of the uppermost encapsulated soil lift or back edge of riprap.

Soil disturbed outside of the Disturbance Limits shall be restored with Topsoil, Terrace Seed Mix, and ERCM Class I, Urban, Type A at no additional cost to the City.

BASIS OF PAYMENT

Erosion Matting, Class I, Urban Type A shall be paid for at the contract unit price, which shall be full compensation all labor, tools, equipment and incidentals necessary to provide and place erosion matting at the site.

BID ITEM 90030: LAKE CONTROL

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to dewater or otherwise control lake levels in order to complete the work as defined in the plan set, excluding the limestone step and canoe launch installation.

Spring lake levels can vary significantly, depending on snowmelt and rain events. This bid item is intended to compensate the Contractor if unfavorable lake levels are encountered during the project. Since Wingra Park is heavily used during summer months, no contract extension will be granted for high lake levels. The Contractor shall be aware that the stone/soil transition of the encapsulated soil lifts is 0.34 feet above the elevation of the Wingra Dam.

Lake control, or minor dewatering, is anticipated for the installation of the canoe launch and limestone steps. Dewatering associated with these installations has been included in the respective bid items.

METHOD OF MEASUREMENT

Lake Control shall be measured as a Lump Sum for all field activities associated with the control of lake levels to complete the riprap, encapsulated soil lift, and pier installation.

BASIS OF PAYMENT

Lake Control shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to control water levels in order to place riprap and construct the encapsulated soil lifts. Lake control required for the construction of the canoe launch and the installation of the limestone steps will be included in those bid items.

BID ITEM 90031: CONCRETE BLOCK CANOE LAUNCH

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to construct the concrete block canoe launch at the grades and dimensions detailed in the plan set. The graded portion of the launch shall be included in the Finish Grading bid item.

MATERIALS

PAVERS

Interlocking concrete pavers shall be used to stabilize the bottom portion of the graded, canoe launch, as shown in the plan set. The pavers shall consist of 4-inch, Tri-Lock Interlocking Concrete Matrix, or approved equal. The pavers shall have a smooth surface.

Pavers shall consist of interlocking components dimensioned within a 16-inch module. Each component shall lock into a minimum of three adjacent components in a manner which inhibits horizontal movement.

The interlocking concrete blocks shall be pre-cast concrete and machine made blocks that have a minimum compressive strength of 4000 psi. Compressive strength testing of wet cast blocks shall be performed on cylinders, in accordance with ASTM C-31 and C-39. Compressive strength testing of dry

cast blocks shall be performed on cubes cut from random block samples, in accordance with ASTM C-140. The unit weight of the concrete shall not be less than 125 pounds per cubic foot on an oven dried basis.

Tri-Loc Interlocking Concrete Matrix is supplied by:

Midwest Construction Products
Contact: Al Nimmo
al@midwestconstruct.com
(815) 526-3151

UNDERLAIMENT

The Contractor shall provide a 10-inch base of crushed aggregate, Gradation Number 3, as defined in Article 401 of the Standard Specifications for Public Works Construction.

GEOTEXTILE

A layer of geotextile shall be placed immediately beneath the concrete blocks. The geotextile shall comply with the following specifications, or as specified by the block manufacturer.

Parameter	ASTM Standard	Specification
Tensile Strength	ASTM 0-4632	330 x 400 lbs
Burst Strength	ASTM D-3786	805 psi
Puncture Strength	ASTM 0-4833	165 lbs
Trapezoid Tear Strength	ASTM 0-4533	102 lbs x 120 lbs
Abrasion Resistance	ASTM 0-3884	58 o/0 x 81 o/0
Apparent Opening Size	ASTM 0-4751	40 U.S. std. sieve
Permeability	ASTM 0-4491	12 em/sec

VOID FILL

The Contractor shall fill the void spaces within the concrete blocks with limestone screenings.

Trenches created for toeing in the edges and top of the block shall be backfilled with crushed aggregate, Gradation Number 3, to within 4 or 5 inches of ground surface. The upper portion shall be filled with either topsoil, or limestone screenings, depending on location.

EDGES

Cuts adjacent to concrete block canoe launch, shall be edged with glacial field stone. The stones shall be selected for size based on cut depth. The stones shall be hand placed to provide an aesthetically pleasing edge. A layer of geotextile fabric, Type HR shall be placed behind and beneath the stone.

CONSTRUCTION

DEWATERING

The water level in the lake, if not drawn down, will be above a portion of the concrete blocks. The Contractor may find it necessary to exclude water from the excavation by means of sandbags and pumping, or other methods. This work will be considered Type 1 Dewatering in accordance with City Standard Specifications and the cost of any such dewatering shall be included in this bid item, regardless of lake level. Fluctuation in lake levels shall not result in additional compensation from the City.

The Contractor shall provide a lake control and dewatering plan to the Project Engineer for approval. Any dewatering methods will require adequate sediment control.

UNDERLAIMENT

The Contractor shall grade the mineral soil to provide a foundation free from roots, boulders, and large organic materials. The aggregate shall be compacted to 90% density above the ordinary high water

mark. If the in situ soil is of poor quality, and 90% density cannot be achieved, the Contractor shall place an additional layer of geotextile material beneath the aggregate base.

If the Contractor prefers to use larger aggregate below the ordinary high water mark, this substitution will be considered by the Project Engineer.

BLOCK PLACEMENT

In contrast to articulated concrete block, cellular concrete block is placed piece by piece. The block shall be placed per these specifications, or per the manufacturer's specifications.

The Contractor shall initiate block lay by starting with a straight line perpendicular to the direction of lay. The Contractor shall maintain the straight line as the block lay proceeds through the slope. The Contractor shall be mindful of the orientation of individual units, so that the final product appears neat and orderly.

TRENCHES

The Contractor shall install a top trench and lateral, or flank, trenches. A toe trench is not required for this installation; however, the Contractor shall note the toe fill requirements shown in the plan set. The trenches shall comply with the details shown on the plan set, or shall be constructed in accordance with the manufacturer's specifications. Trenches shall be backfilled with crushed aggregate, Gradation Number 3, to within 4 or 5 inches of the ground surface. The backfill shall be finished with either topsoil or limestone screenings, depending on location.

METHOD OF MEASUREMENT

Concrete Block Canoe Launch shall be measured per Square Foot of concrete block installed, including material necessary to construct top and lateral trenches.

BASIS OF PAYMENT

Concrete Block Canoe Launch shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to construct the concrete block portion of the canoe launch. This includes: preparation of the base, provision and placement of the aggregate underlayment, provision and placement of the geotextile fabric, provision and placement of the concrete pavers, provision and placement of the glacial field stone edging, and provision and placement of the limestone screenings or topsoil topdressing.

BID ITEM 90032: ENCAPSULATED SOIL LIFTS

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to construct the encapsulated soil lifts (ESLs) as described in these Special Provisions and shown on the plan set. **The construction and planting of the ESLs shall be completed or overseen by a contractor or subcontractor prequalified under Category 246 – Ecological Restoration.** Planting the ESLs shall be paid separately.

MATERIALS

STONE

The stone used to construct the base of the ESLs shall consist of three layers: the base shall consist of glacial field stone, which shall be topped with a narrow layer (1-3 inches) of #2 washed river stone, or approved alternative. The top of the river stone shall be dressed with a narrow layer (1 inch) of pea gravel. It is assumed that the river stone and pea gravel will drop into the voids of the glacial field stone. The stone layering shall be sufficient to provide a surface suitable for placement of jute fabric and soil fill, without significant loss of the soil fill material.

The glacial field stone shall meet the gradation listed below. 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 Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

D50 (inches)	Min D (inches)	Max D (inches)
6	4	12

Estimated stone quantities are:

- Glacial Field Stone: 175 tons
- #2 Washed River Stone: 16 tons
- Pea Gravel: 11 tons

GEOTEXTILE

A layer of geotextile fabric shall be placed beneath the glacial field stone. Geotextile Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition. Provision and placement of filter fabric shall be included in this bid item.

Estimated quantity is:

- Geotextile, Type HR: 271 S.Y., includes 15% excess for overlap

FABRIC WRAPPING

The fabric structure of the ESLs shall consist of a Class II, Type C fabric, as defined in the Wisconsin DOT Erosion Control Product Acceptability List (PAL) and the Standard Specifications. The fabric shall be constructed from 100% biodegradable materials.

Estimated quantity is:

- Class II, Type C Fabric: 611 S.Y., includes 15% excess for overlap

SOIL FILL

The soil material used to construct the lifts shall consist of 75% clay (gray or brown) and 25% rough topsoil. The topsoil used on site shall NOT be pulverized. Tilling is an acceptable form of mixing for the soil components.

Estimated quantity is:

- Clay/Topsoil Mixture: 73 C.Y., does not include a compaction factor

CONSTRUCTION

The Contractor shall place the ESL components as shown in the plan set. The shoreline excavation shall be limited to that which is necessary to remove existing vegetation, overhangs, and other impediments. Excavation Cut necessary to complete the installation of the ESLs shall be included with this bid item. All excavated materials shall become the property of the Contractor and any excess material shall be removed from the project site.

- Estimated quantity of Excavation Cut: 117 C.Y., does not include a fluff factor

The toe of the glacial field stone may be placed at a 3:1 (h:v) slope; however, a minimum of 4:1 slopes shall be maintained for the soil lift sections.

Fill material shall be compacted to approximately 90% compaction. This may be achieved through use of hand tamping equipment or portable vibratory compactors.

In locations noted on the plan set, or if necessary to prevent ponding water, the top ESL thickness may be reduced.

METHOD OF MEASUREMENT

Encapsulated Soil Lifts shall be measured per Linear Foot of shoreline repair as measured along the top of bank.

BASIS OF PAYMENT

Encapsulated Soil Lifts shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to construct the ESLs per plan, including: provision and placement of geotextile fabric, provision and placement of the stone base, provision and placement of the Class II, Type C fabric, and provision and placement of the clay/topsoil fill. Planting of the ESLs shall be paid separately.

BID ITEM 90033: LIMESTONE STEPS

DESCRIPTION

Work completed as part of this bid item shall consist of selecting, transporting, and placing limestone steps on a crushed stone bed, underlain with Geotextile Fabric. The limestone step location is shown in the plan set. The finished step installation shall be approximately 15' in length.

MATERIALS

GEOTEXTILE FABRIC TYPE HR:

Geotextile Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition. Provision and placement of filter fabric shall be included in this bid item.

Estimated quantities are:

- Geotextile Filter Fabric, Type HR: 60 square yards, includes an extra 15% for overlap and excess.

CLEAR STONE:

The Contractor shall import sufficient 1-inch clear stone to place a minimum of 1 foot of clear stone beneath and behind the stone steps. Imported clear stone shall comply with Standard Specifications Article 202. The Contractor may elect to use up to 3-inch clear stone as a substitution, or partial substitution. However, the material used shall allow proper grading to provide a suitable surface for stone placement. As an example, it is acceptable to place 10 inches of 3-inch clear stone, and dress the top two inches with 1-inch clear for grading.

Estimated quantities are:

- Clear Stone: 48 square yards

CUT LIMESTONE:

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

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

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

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

CONSTRUCTION METHODS

LAYOUT:

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

PREPARATION OF FOUNDATION:

Excavate as necessary to provide the minimum depth of clear stone bedding as shown in the detail sheets. The bed for the cut limestone shall be properly trimmed and shaped. Note that the foundation stones shall consist of two courses of stone. Therefore, stones of the proper height must be selected and the exact depth of excavation or thickness of clear stone will vary to achieve the proper elevation for the top of stone.

DEWATERING:

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

The Contractor shall provide a lake control and dewatering plan to the Project Engineer for approval. Any dewatering methods will require adequate sediment control.

LIMESTONE INSTALLATION:

The Contractor shall select and place stones to fit snugly together, which shall be firmly set with not rocking or tipping. Stones shall be placed such that at least 60% of all joined faces are in direct contact and no gaps exceed 1.5 inches at any point along a joint. Cut stone blocks shall be field cut or chiseled as required to achieve this fit. Vertical seams shall be staggered 30-50%, including between the bottom two courses. Any costs associated with working the stone to accommodate placement shall be included in this bid item.

METHOD OF MEASUREMENT

Limestone Steps shall be measured per Linear Foot of exposed stone face measured at the front face of the wall. The linear foot measurement shall include all courses of stone.

BASIS OF PAYMENT

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

BID ITEM 90034: REMOVE EXISTING BOARDWALK

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to fully remove the existing boardwalk. Once removed, the Contractor shall properly dispose of all materials.

The boardwalk shall be removed in a manner that does not damage the existing concrete abutment. If bolts, screws, or other hardware need to be removed from the abutment, this shall be included in this bid item. If minor concrete patching is required to repair holes left by hardware removal, the Contractor shall do so as part of this bid item. Any patching material used shall be suitable for submerged conditions.

METHOD OF MEASUREMENT

Remove Existing Boardwalk shall be measured as a Lump Sum.

BASIS OF PAYMENT

Remove Existing Boardwalk, measured as defined above, will be paid for at the contract unit price. Payment shall be considered full compensation for removal of the existing boardwalk, transportation of the materials off-site, proper disposal of the material, and any concrete patching required to repair holes from boardwalk hardware.

BID ITEM 90035: BOARDWALK REPLACEMENT

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to furnish and install a galvanized, structural-steel framed boardwalk with non-penetrating, adjustable legs and solid, high-density polyethylene (HDPE) decking, including all fittings, accessories, and fasteners. The boardwalk shall measure 40' x 16'.

Included as a supplement to the special provisions, is the design of an acceptable boardwalk, provided by Wickcraft Company, Inc. The Contractor shall use this design or an approved equal.

Wickcraft Company, Inc.
2317 Daniels Street
Madison, WI 53718
Toll Free: (800) 549-7694
Phone (608) 244-9177

MATERIALS

FRAME

The frame shall meet or exceed the international Building Code Requirements of 100 psf load capacity and meet the following specifications:

- The galvanized structural steel frame sections constructed from ASTM A500 Structural Steel.
- All frame connections shall be fabricated from 1/4" A36 Structural Steel.
- The legs and leg-sleeves shall be fabricated from ASTM A500 Structural Steel pipe.
- The entire post-fabrication frame assembly shall be hot dipped galvanized (HDG) with a minimum of 3.9 mil thickness of zinc based galvanizing.
- All post-galvanized frame assemblies shall be had rasped and free of all sharp edges without compromising the galvanized integrity.
- All frame sections shall be adjustable and leveling. Height adjustments are to be constrained with a 3/8" set bolt (galvanized) and 2-1/4" self-tapping screws per leg.

DECKING

All decking shall meet or exceed International Building Code requirements of 100psf load capacity and meet the following requirements:

- All HDPE decking shall be continuous construction (solid) plastic, and shall be comprised of 100% recycled plastic.
- All decking shall be sized 2" x 6".
- All boardwalk surfaces shall be ADA compliant.

CONSTRUCTION

The boardwalk, or pier, shall be installed per the manufacturer's instructions.

The Contractor shall secure the boardwalk to the existing concrete abutment in a manner that does not damage the abutment and provides a smooth transition between the abutment and decking. The Contractor shall be aware that the 3-inch lip shown on the abutment in Wickcraft's drawings does not exist. An alternative method of attachment shall be used.

METHOD OF MEASUREMENT

Boardwalk Replacement shall be measured as a Lump Sum.

BASIS OF PAYMENT

Boardwalk Replacement shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to provide and install a replacement boardwalk as defined in these Special Provisions.

BID ITEM 90036: RESET EXISTING LIMESTONE BLOCKS

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary remove and reset approximately 6 existing limestone blocks. The intent of this work is to eliminate an existing hazard for boat offloading. The existing blocks currently project too far into the driving lane and are frequently struck by boat trailers.

The Contractor shall remove the 3 corner stones from the two upper courses of stone, totaling 6 stones. The stones shall be removed in a manner that protects the blocks from cracking, breaking, or other damage. The stones may be stored on the shoreline immediately adjacent to the work location.

The Contractor shall excavate the bedding material as necessary to place the stones a minimum of 1-foot behind the existing location. Exact location will be dependent on stone fit. Excavated material shall be removed from the project site by the Contractor.

The Contractor shall provide any necessary clear stone bedding for the blocks. The top 6-inches of disturbance behind the reset stones shall be backfilled with limestone screenings. Provision and placement of this material shall be included in this bid item.

METHOD OF MEASUREMENT

Reset Existing Limestone Blocks shall be measured as a Lump Sum for the work defined in these Special Provisions.

BASIS OF PAYMENT

Reset Existing Limestone Blocks shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to remove and reset the limestone blocks on the western edge of the asphalt boat launch.

BID ITEM 90037: CONSTRUCTION FENCING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans. This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. The fencing shall be used freely at the direction of the Engineer or Parks Staff.

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until seeded areas are acceptably established. The Parks Division shall approve all placement of temporary fencing

Construction Fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

Mesh opening: 1 inch minimum to 3 inch maximum

Height: 4 feet

Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

Construction Fencing (plastic) shall be measured by the Linear Foot of material placed, maintained, and removed.

BASIS OF PAYMENT

Construction fence (plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 90038: 2018 LANDSCAPE MAINTENANCE

Work under this bid item shall include removal of weeds and invasive plants, as well as care and maintenance of plants throughout the 2018 growing season. The 2018 growing season is defined as the time beginning in 2018 from when frost is out of the ground, until the ground is frozen.

This bid item requires the Contractor to maintain the landscape plan as proposed on the planting plan. Common weeds, as well as invasive plants, shall be removed/treated and removed off site throughout the growing season.

A bi-monthly inspection of all landscape areas shall be completed by the Contractor. This is to assess work to be done and to locate problems which may have developed since the last inspection. The Contractor shall notify the Engineer 48 hours prior to inspection.

The Contractor shall be responsible for keeping the landscape beds defined with flags, spray paint, etc. throughout the growing season to define the edge for City of Madison parks mowers.

CARE OF PLANTS:

This work shall include furnishing all necessary materials and performing all necessary work such as watering, support staking, fertilizing, rodent protection, disposing of surplus waste materials, and such work necessary or incidental thereto to complete the item in accordance with the plans, specifications and contract. All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the Engineer to determine course of action. The remediation work shall be done on a time and material basis upon approval of the Engineer.

All care is to be in accordance with the plans and specifications of this contract and the City of Madison Standard Specifications for Public Works Construction. The Contractor shall have adequate experience and knowledge in the care of native perennials.

All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition. The volume of water shall be enough to soak the root zone. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor. BID ITEM 20970 will only be paid if conditions defined in Section 209.5 (j) Drought Watering are applicable.

In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer at any time. Should conditions require such waterings, the Contractor shall water within three (3) days of notification. The volume of each watering and intervals between waterings shall depend upon weather conditions and soil moisture. Contractor shall monitor weather and soil condition of each planting.

WEED/INVASIVE REMOVAL:

The Contractor shall employ personnel capable of identifying invasive plants and treating with an appropriate herbicide if necessary. If necessary, weeds and invasive plants shall be treated with herbicide as appropriate to prevent regrowth. In the event herbicide is to be applied, the Contractor shall adhere to the below requirements:

- All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm
- The herbicide shall be the least toxic required to prevent regrowth.
- Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved
- The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.
- The Contractor shall select herbicides that are appropriate for both wood and herbaceous regrowth. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions.

In the event that native species not identified on the plan become established, the Contractor shall contact the Engineer to determine whether the species should be removed or shall remain.

All weed and invasive plant removals shall be completed in a manner that prevents damage to adjacent vegetation.

All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site immediately at no additional cost to the City

METHOD OF MEASUREMENT

2018 Landcape Maintenance Maintenance shall be measured Lump Sum.

BASIS OF PAYMENT

2018 Landscape Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. **2018 Landscape Maintenance shall be paid on a quarterly basis during the growing season. The Contractor shall submit photo documentation showing proof of maintenance with each payment request.**

BID ITEM 90039: 2019 LANDSCAPE MAINTENANCE

Work under this bid item shall include removal of weeds and invasive plants, as well as care and maintenance of plants throughout the 2019 growing season. The 2019 growing season is defined as the time beginning in 2019 from when frost is out of the ground, until the ground is frozen.

This bid item requires the Contractor to maintain the landscape plan as proposed on the planting plan. Common weeds, as well as invasive plants, shall be removed/treated and removed off site throughout the growing season.

A bi-monthly inspection of all landscape areas shall be completed by the Contractor. This is to assess work to be done and to locate problems which may have developed since the last inspection. The Contractor shall notify the Engineer 48 hours prior to inspection.

The Contractor shall be responsible for keeping the landscape beds defined with flags, spray paint, etc. throughout the growing season to define the edge for City of Madison parks mowers.

CARE OF PLANTS:

This work shall include furnishing all necessary materials and performing all necessary work such as watering, support staking, fertilizing, rodent protection, disposing of surplus waste materials, and such work necessary or incidental thereto to complete the item in accordance with the plans, specifications and contract. All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the Engineer to determine course of action. The remediation work shall be done on a time and material basis upon approval of the Engineer.

All care is to be in accordance with the plans and specifications of this contract and the City of Madison Standard Specifications for Public Works Construction. The Contractor shall have adequate experience and knowledge in the care of native perennials.

All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition. The volume of water shall be enough to soak the root zone. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor. BID ITEM 20970 will only be paid if conditions defined in Section 209.5 (j) Drought Watering are applicable.

In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer at any time. Should conditions require such waterings, the Contractor shall water within three (3) days of notification. The volume of each watering and intervals between waterings shall depend upon weather conditions and soil moisture. Contractor shall monitor weather and soil condition of each planting.

WEED/INVASIVE REMOVAL:

The Contractor shall employ personnel capable of identifying invasive plants and treating with an appropriate herbicide if necessary. If necessary, weeds and invasive plants shall be treated with herbicide as appropriate to prevent regrowth. In the event herbicide is to be applied, the Contractor shall adhere to the below requirements:

- All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm

- The herbicide shall be the least toxic required to prevent regrowth.
- Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved
- The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.
- The Contractor shall select herbicides that are appropriate for both wood and herbacious regrowth. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions.

In the event that native species not identified on the plan become established, the Contractor shall contact the Engineer to determine whether the species should be removed or shall remain.

All weed and invasive plant removals shall be completed in a manner that prevents damage to adjacent vegetation.

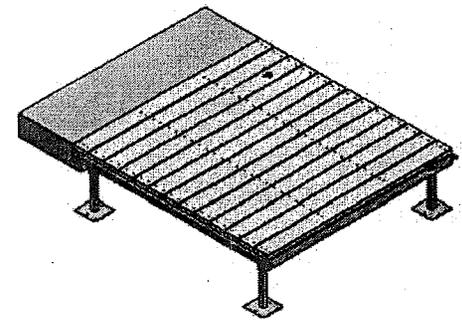
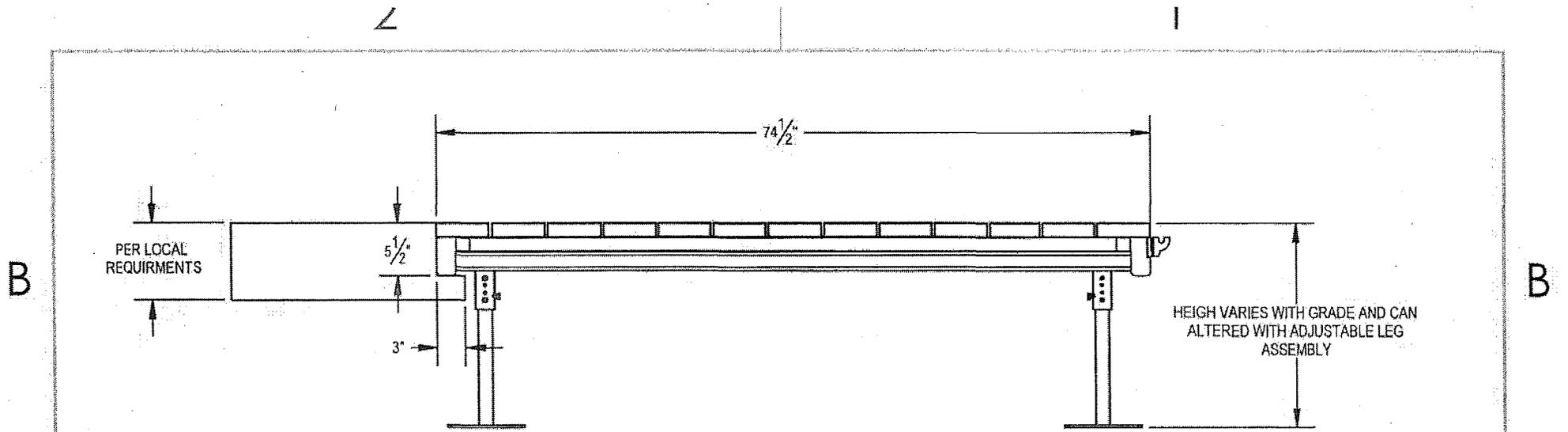
All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site immediately at no additional cost to the City

METHOD OF MEASUREMENT

2019 Landcape Maintenance Maintenance shall be measured lump sum.

BASIS OF PAYMENT

2019 Landscape Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. **2018 Landscape Maintenance shall be paid on a quarterly basis during the growing season. The Contractor shall submit photo documentation showing proof of maintenance with each payment request.**



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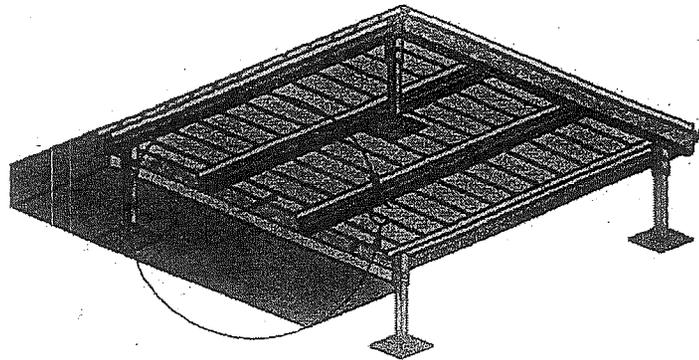
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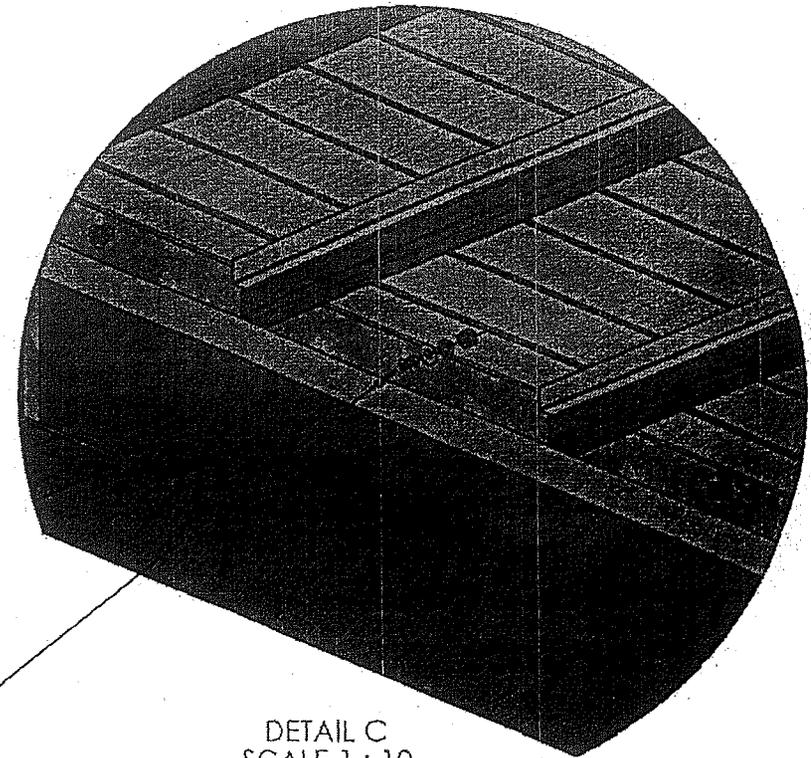
UNLESS OTHERWISE SPECIFIED:		NAME	DATE	WICKCRAFT		2317 DANIELS ST MADISON, WI 53718 (608) 244-9177	
DIMENSIONS ARE IN INCHES.		DRAWN	JAK	2/3/2017	TITLE:		
TOLERANCES:		CHECKED			Wickcraft Boardwalk on Concrete Abutment		
FRACTIONAL $\pm \frac{1}{32}$ "		ENG APPR.			SIZE	DWG. NO.	REV
ANGULAR: MACH ± 0.5 DEG.		MFG APPR.			A		00
TWO PLACE DECIMAL ± 0.01		Q.A.			SCALE: 1:15	WEIGHT:	SHEET 1 OF 2
THREE PLACE DECIMAL ± 0.005		COMMENTS:					
INTERPRET GEOMETRIC TOLERANCING PER:							
MATERIAL							
FINISH							
DO NOT SCALE DRAWING.							

2

1



STARTER FRAME
IS ANCHORED TO ABUTMENT
WITH (3) EMPLACED $\frac{1}{2}$ -13 BOLTS
AND APPLICABLE HARDWARE



DETAIL C
SCALE 1 : 10

B

B

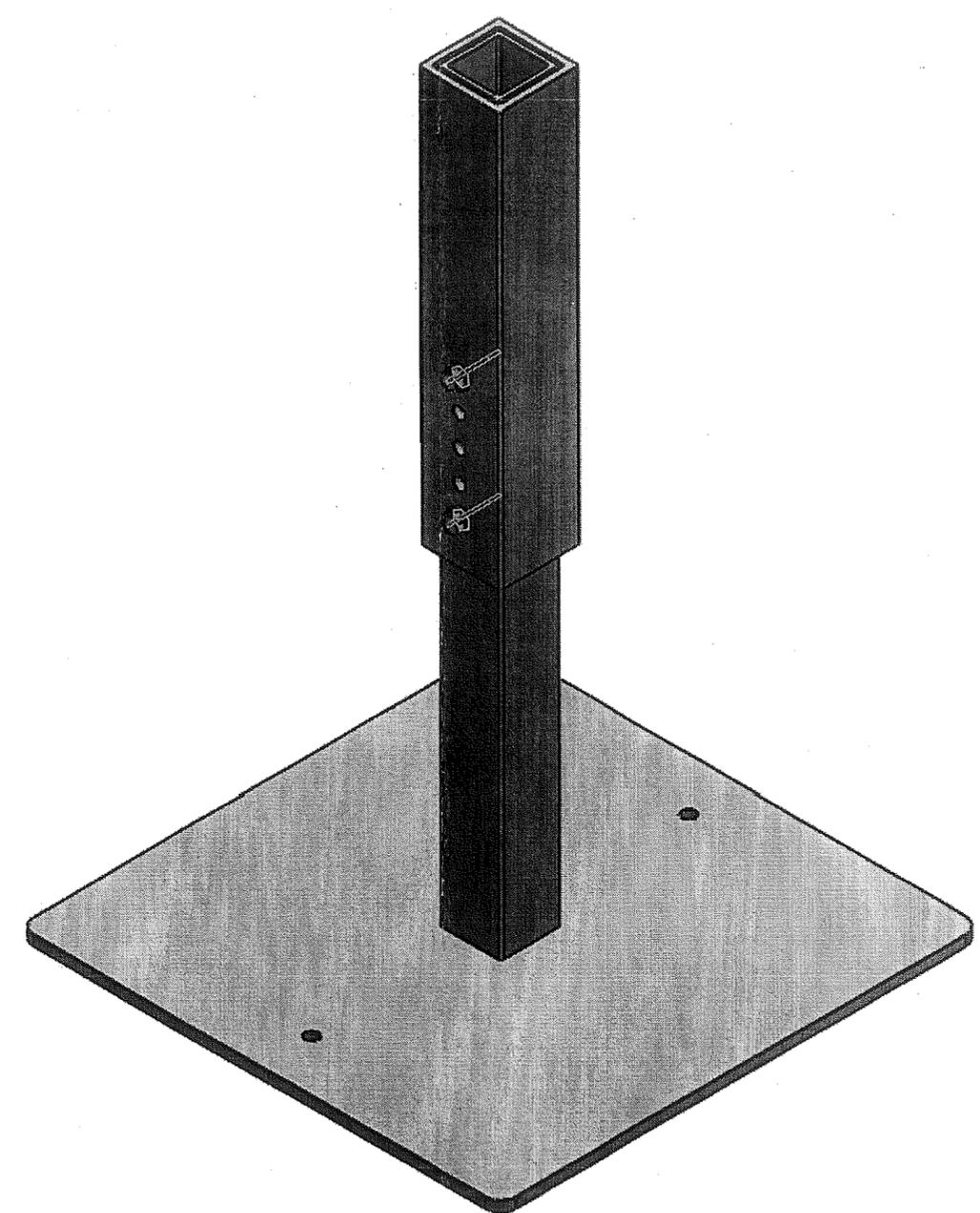
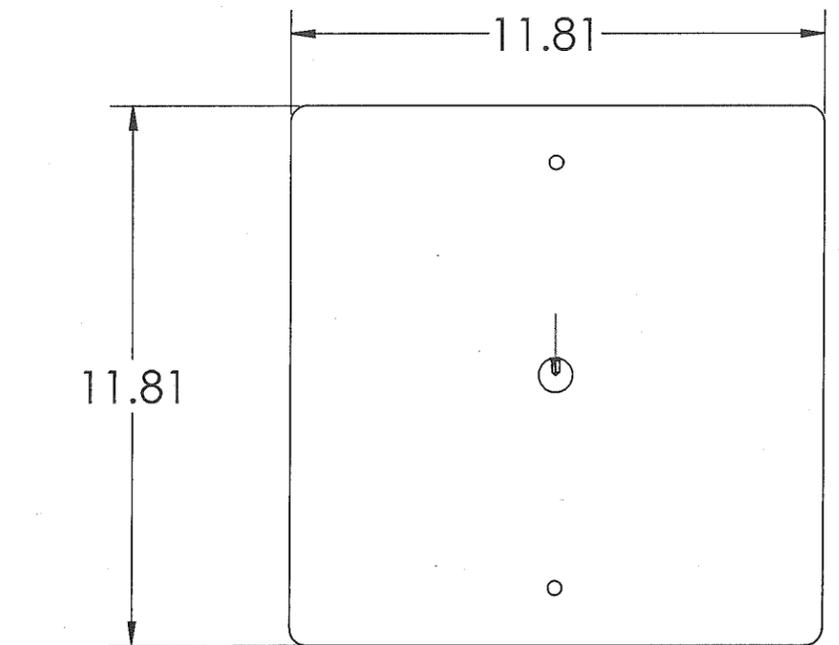
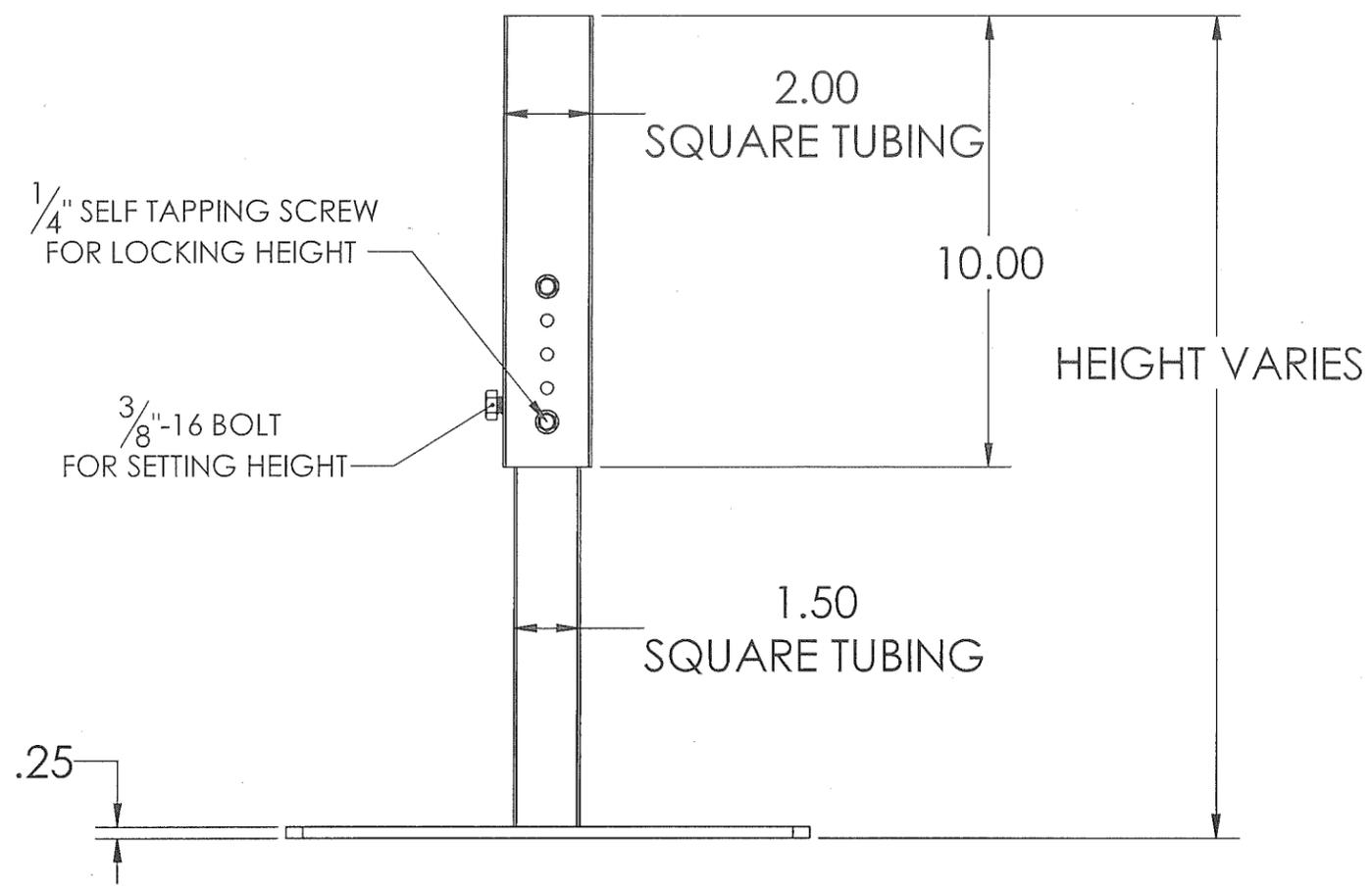
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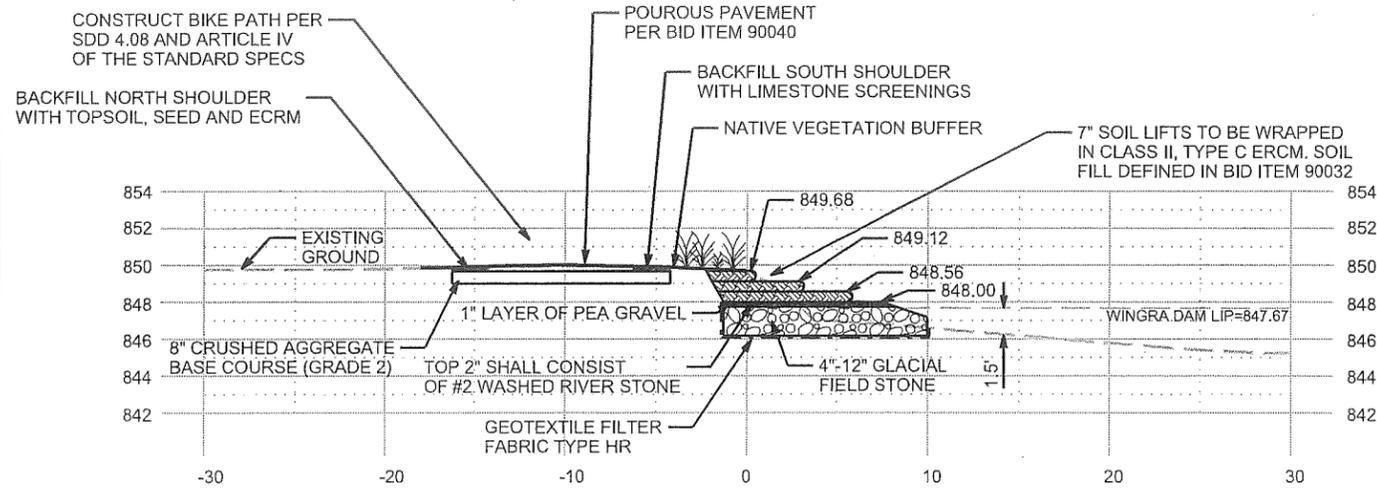
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DIMENSIONS ARE IN INCHES TOLERANCES:		DRAWN	JAK	
FRACTIONAL $\pm \frac{1}{32}$		CHECKED		TITLE:
ANGULAR: MACH ± 0.5 DEG		ENG APPR.		Wickcraft Boardwalk on Concrete Abutment
TWO PLACE DECIMAL ± 0.01		MFG APPR.		SIZE
THREE PLACE DECIMAL ± 0.005		Q.A.		DWG. NO.
INTERPRET GEOMETRIC TOLERANCING PER:		COMMENTS:		REV
MATERIAL				00
FINISH				SCALE: 1:15
DO NOT SCALE DRAWING				WEIGHT:
				SHEET 2 OF 2



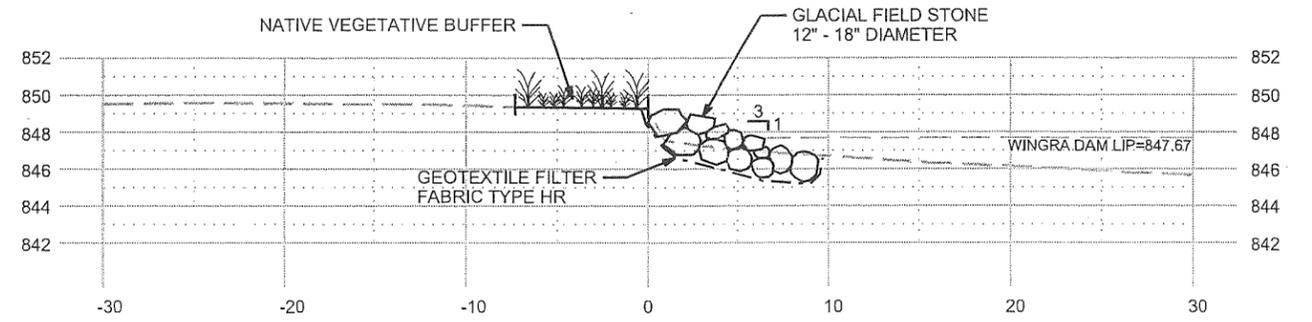
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		UNLESS OTHERWISE SPECIFIED:		NAME	DATE	2317 DANIELS ST MADISON, WI 53718 (608) 244-9177	
		DIMENSIONS ARE IN INCHES		DRAWN	JAK	07/14/2016	WICKCRAFT
		TOLERANCES:		CHECKED			
		FRACTIONAL ± .032		ENG APPR.			ADJUSTABLE LEG ASSEMBLY WITH BP-2 STYLE (12"X12") BASE PLATE
		ANGULAR: MACH ± 0.5 DEG		MFG APPR.			
		BEND ± 0.5 DEG		Q.A.			SIZE
		TWO PLACE DECIMAL ± 0.010		COMMENTS:			DWG. NO.
		THREE PLACE DECIMAL ± 0.005					REV
		INTERPRET GEOMETRIC TOLERANCING PER:					ADJUSTABLE LEG ASSEMBLY (BP 2)
		MATERIAL					00
NEXT ASSY	USED ON	FINISH					SCALE: 1:4
		CRS					WEIGHT: 16.7 lb
		GALVENIZED					SHEET 1 OF 1
APPLICATION		DO NOT SCALE DRAWING					

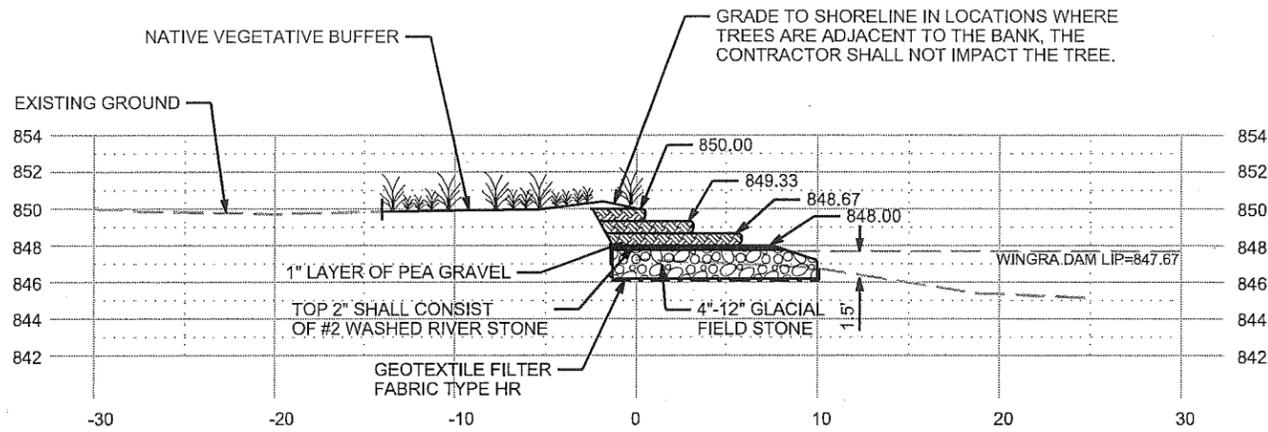
REVISED



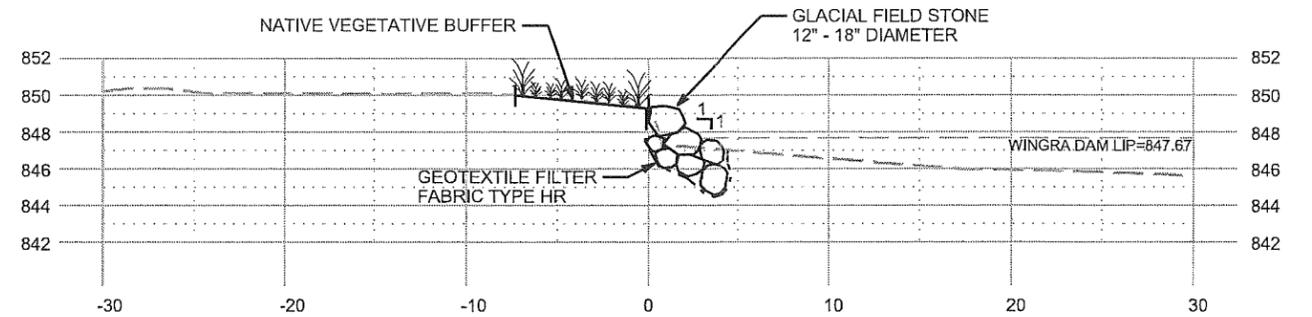
STATION 11+70: 7" ENCAPSULATED SOIL LIFTS



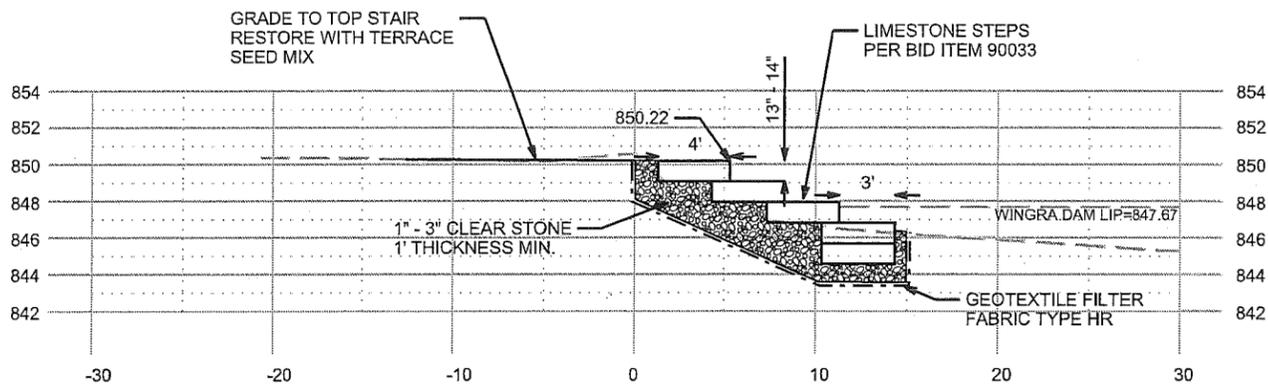
STATION 11+00: RIPRAP AT 3:1 (h:v) SLOPE



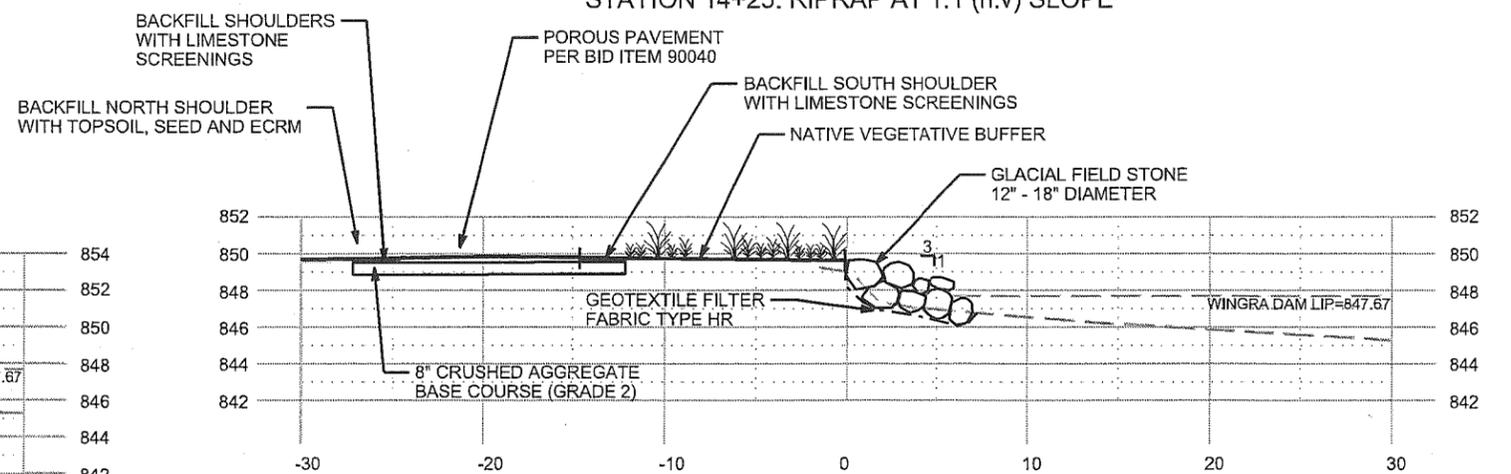
STATION 12+90: 8" ENCAPSULATED SOIL LIFTS



STATION 14+25: RIPRAP AT 1:1 (h:v) SLOPE



STATION 13+70: DOLOMITIC LIMESTONE STEPS



STATION 11+50: 5' RIPRAP TRANSITION

PLOT SCALE:

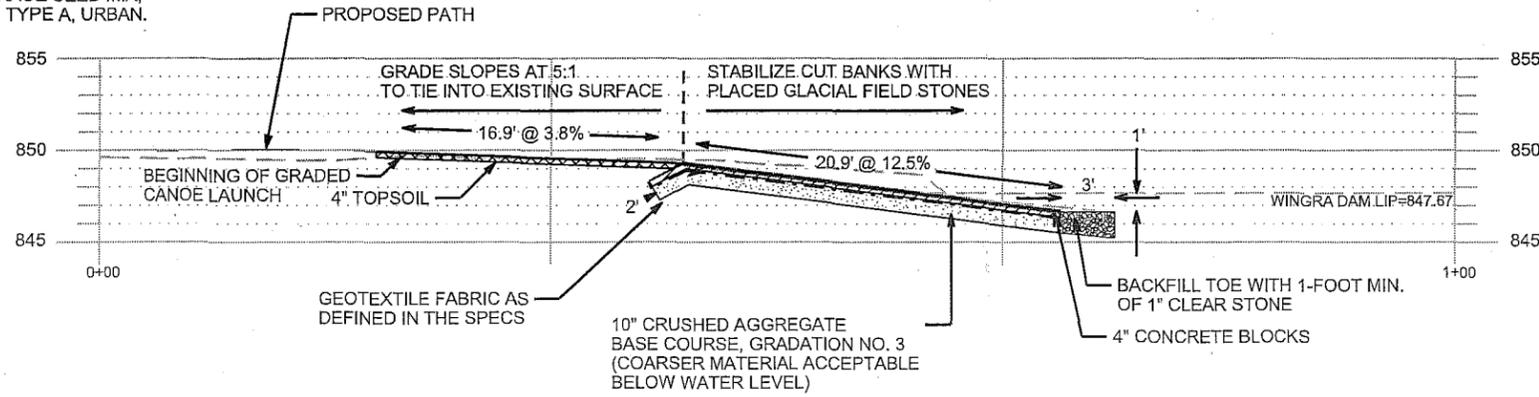
PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

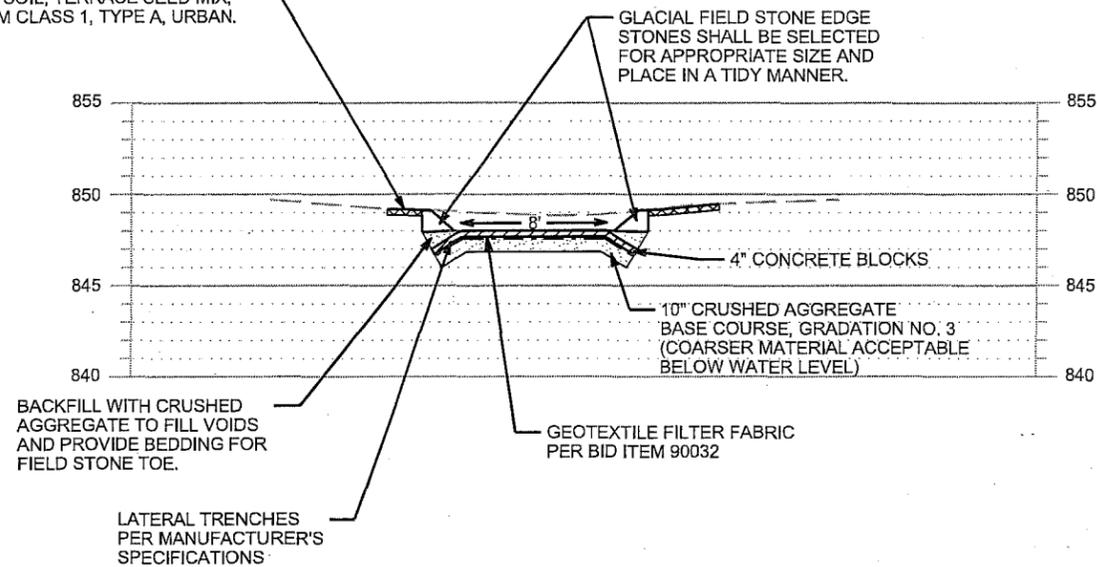
REVISED

NOTE: RESTORE GRASSED SECTION WITH TOPSOIL, TERRACE SEED MIX, AND ECRM CLASS 1, TYPE A, URBAN.

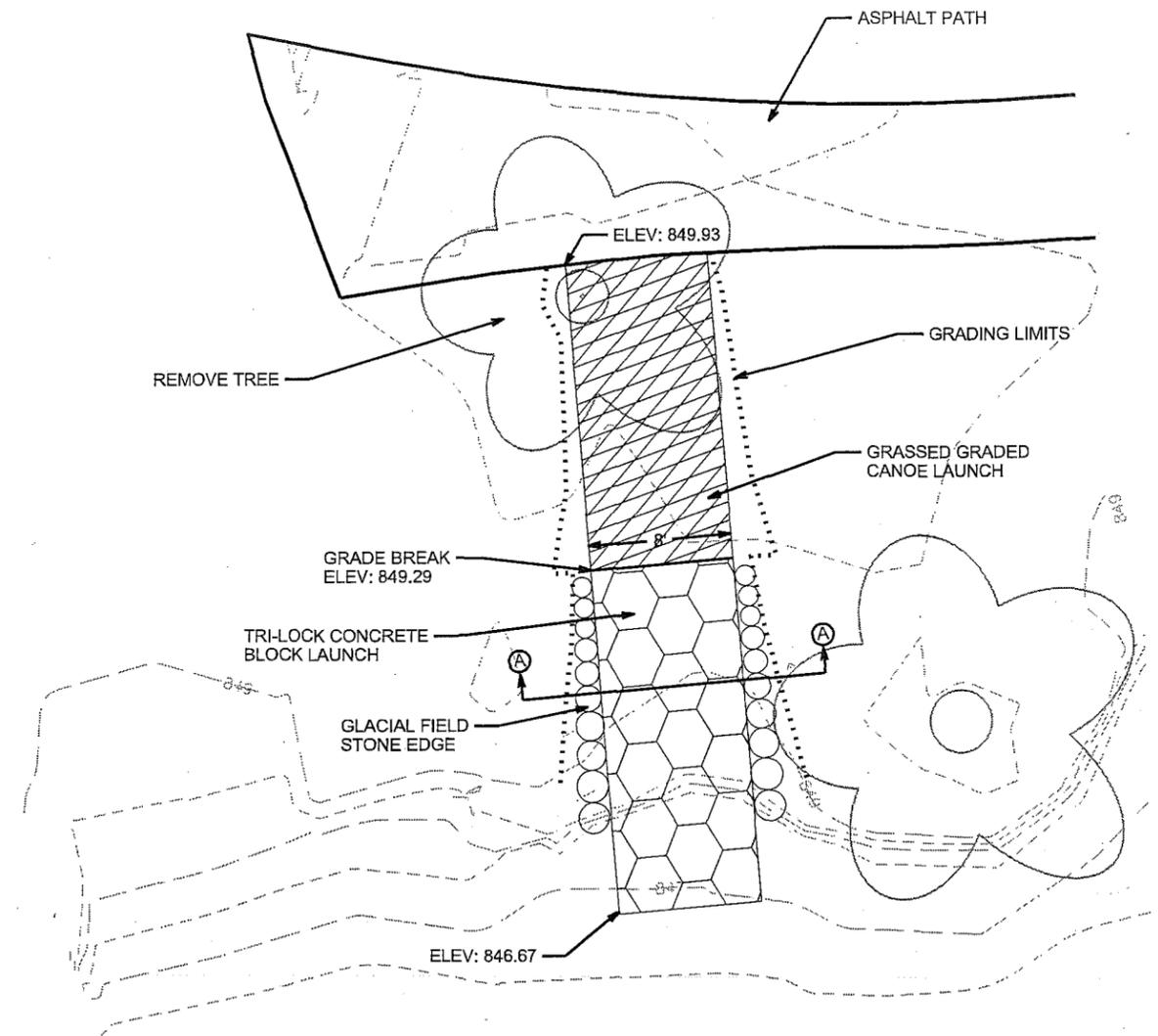


CANOE LAUNCH: PROFILE VIEW

RESTORE GRASSED SECTION WITH TOPSOIL, TERRACE SEED MIX, AND ECRM CLASS 1, TYPE A, URBAN.



CANOE LAUNCH: SECTION A-A



CANOE LAUNCH: PLAN VIEW

PLOT SCALE:

PLOT NAME:

REV. DATE:

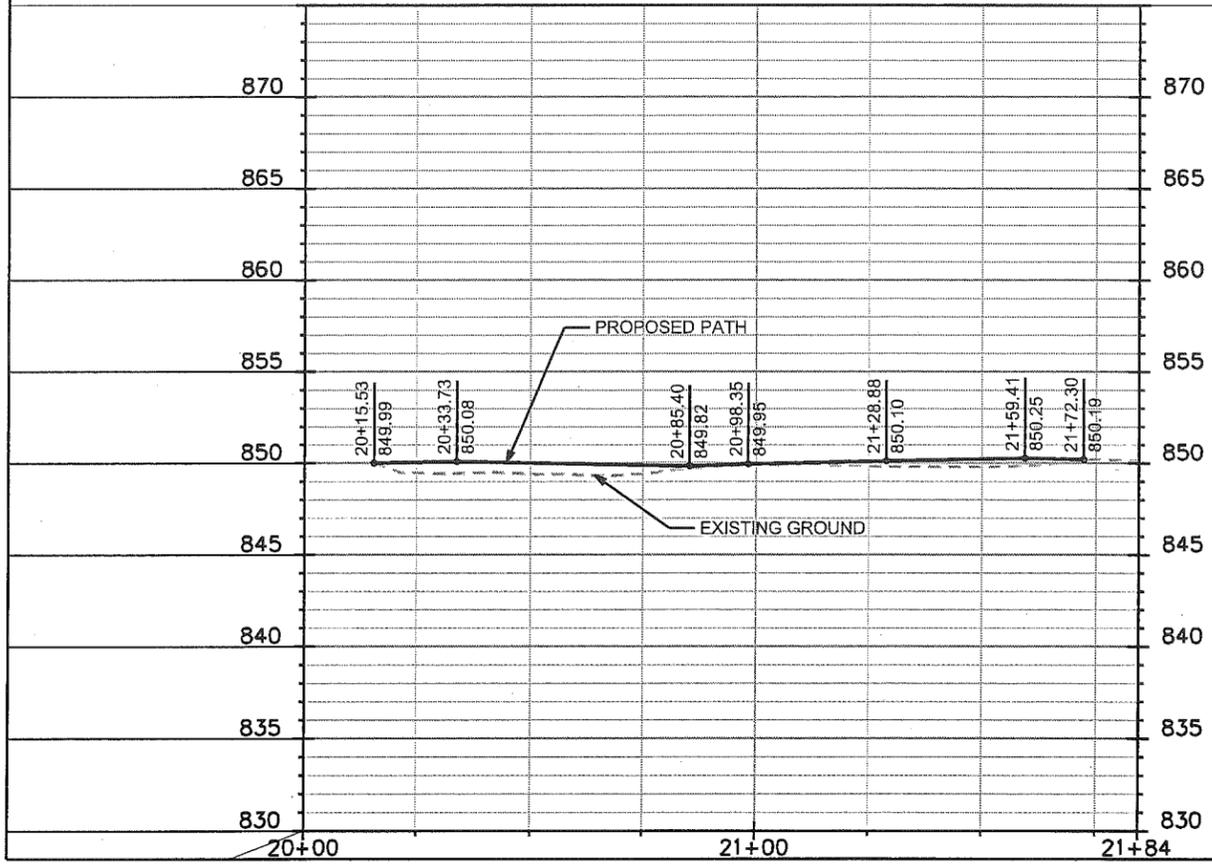
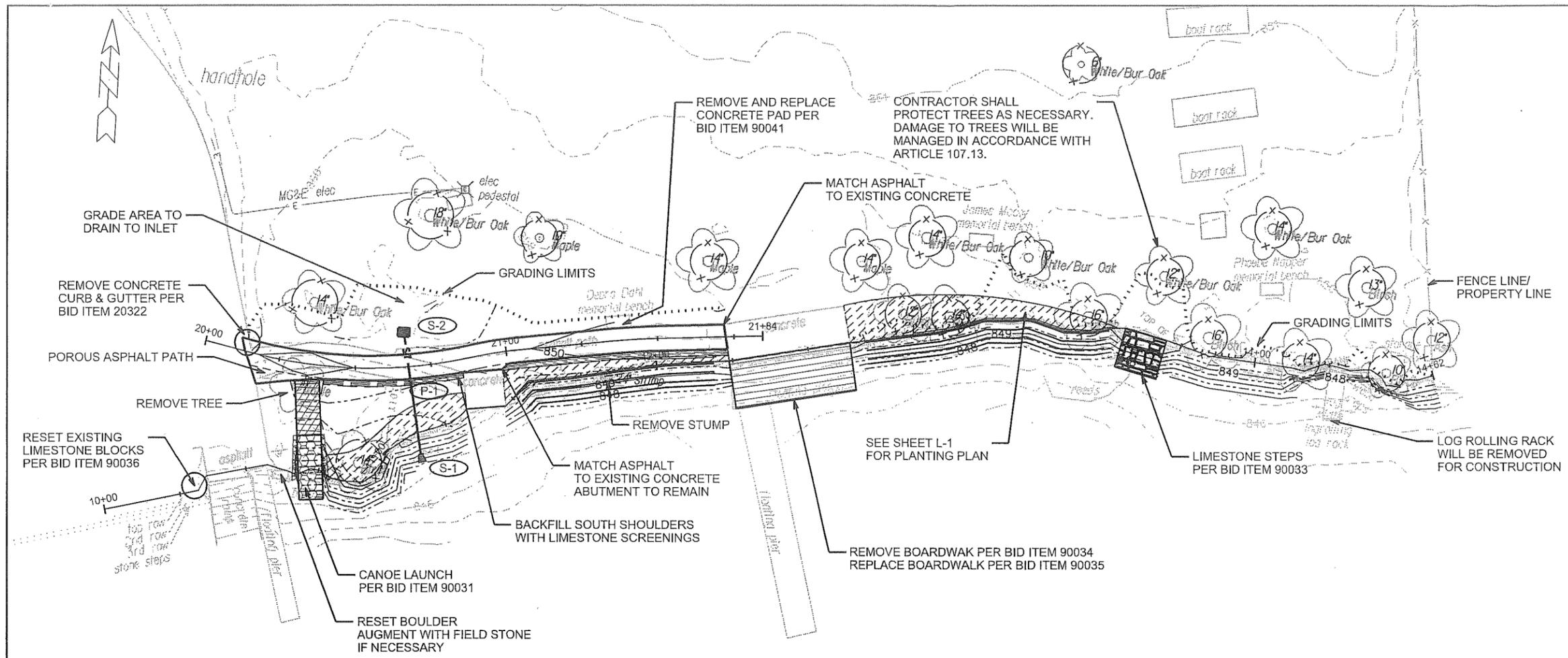
ORIGINATOR: CITY OF MADISON, STREETS DIVISION

PLAN AND PROFILE

PATH CITY OF MADISON

REV. 1-19-2018 SCS

REVISED



STORM SCHEDULE:

NAME	DESCRIPTION	LOCATION	INVERT ELEV.	CASTING ELEV.
S-1	24" RCP APRON ENDWALL	11+11.55, RT 9.48 OR 20+69.50, RT 31.24	846.65	-
S-2	H INLET W/ R-1878-B7G, FIELD POUR	11+14.54, LT 32.43 OR 20+66.83, LT 11.20	846.65	849.40
P-1	24" RCP, 38.7' @ 0.0%	-	-	-

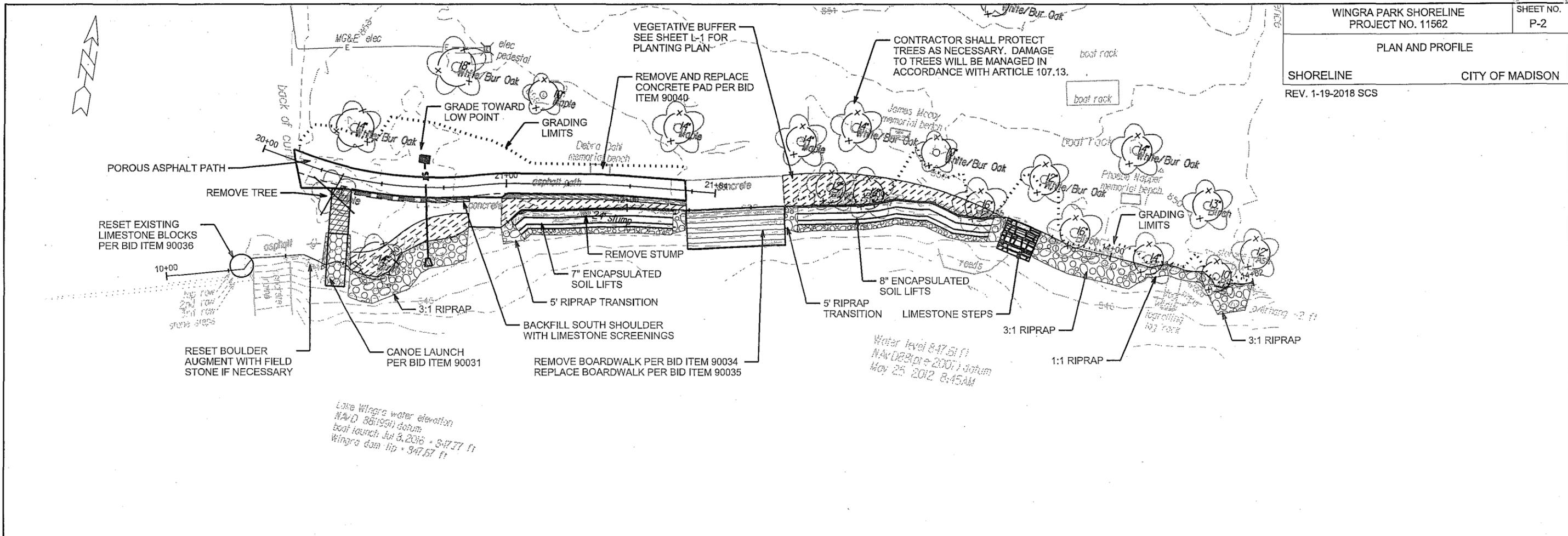
PLOT SCALE:

PLOT NAME:

REV. DATE:

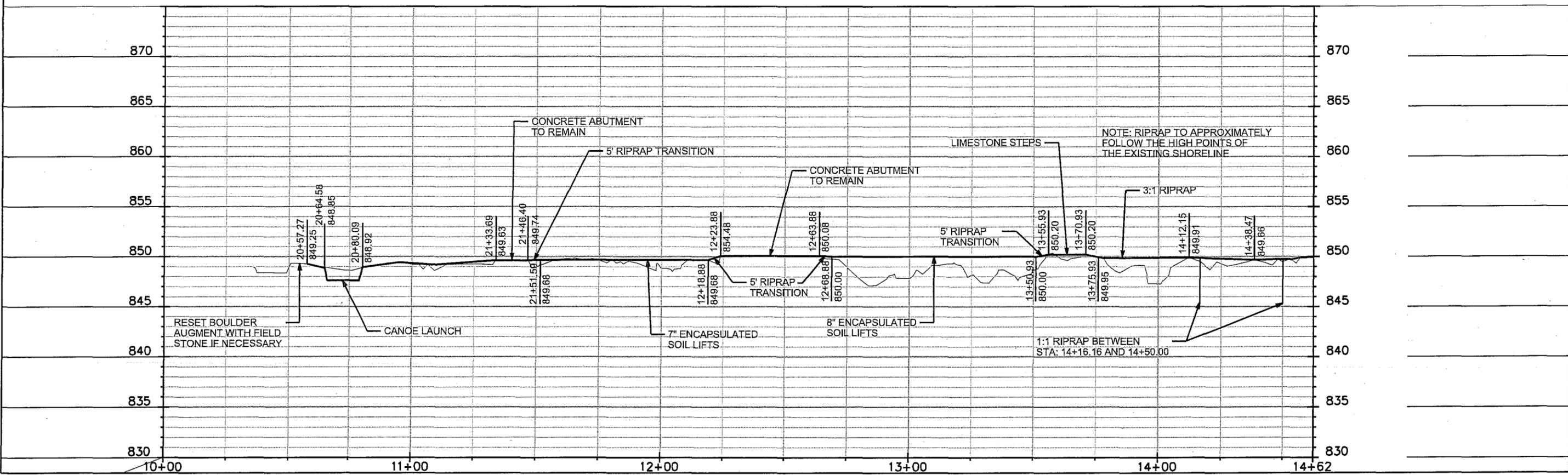
ORIGINATOR: CITY OF MADISON, STREETS DIVISION

REVISED



Lake Wingra water elevation
 NAVD 86(1988) datum
 boat launch Jul 9, 2016 = 847.27 ft
 Wingra dam lip = 847.67 ft

Water level 847.51 ft
 NAVD 86(1988) datum
 May 25, 2012 8:45AM



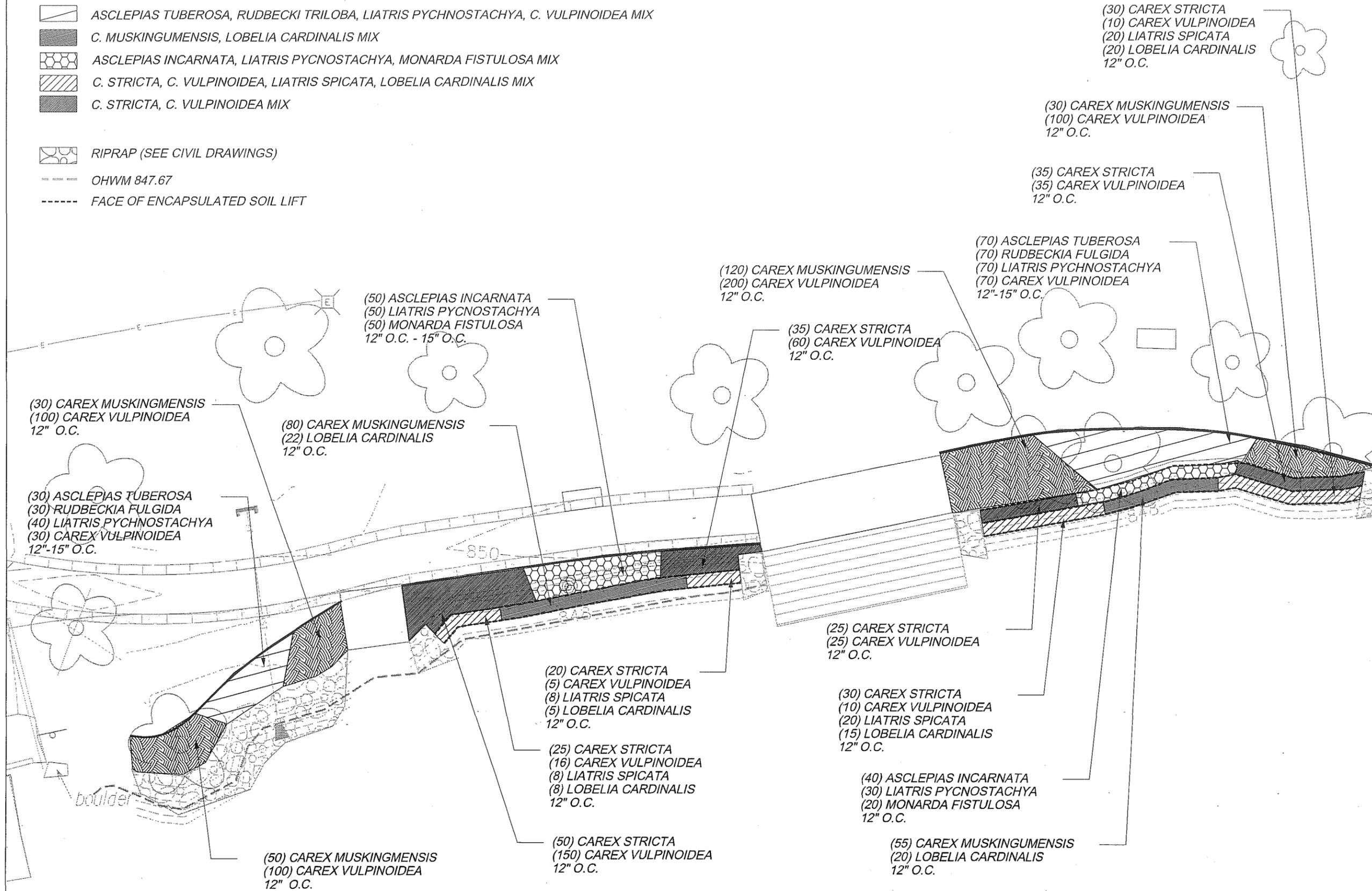
PLOT SCALE: PLOT NAME: REV. DATE: ORIGINATOR: CITY OF MADISON, STREETS DIVISION

LEGEND

PLANTS

-  C. MUSKINGUMENSIS, C. VULPINOIDEA MIX
-  ASCLEPIAS TUBEROSA, RUDBECKI TRILOBA, LIATRIS PYCHNOSTACHYA, C. VULPINOIDEA MIX
-  C. MUSKINGUMENSIS, LOBELIA CARDINALIS MIX
-  ASCLEPIAS INCARNATA, LIATRIS PYCNOSTACHYA, MONARDA FISTULOSA MIX
-  C. STRICTA, C. VULPINOIDEA, LIATRIS SPICATA, LOBELIA CARDINALIS MIX
-  C. STRICTA, C. VULPINOIDEA MIX

-  RIPRAP (SEE CIVIL DRAWINGS)
-  OHWM 847.67
-  FACE OF ENCAPSULATED SOIL LIFT



(30) CAREX STRICTA
 (10) CAREX VULPINOIDEA
 (20) LIATRIS SPICATA
 (20) LOBELIA CARDINALIS
 12" O.C.

(30) CAREX MUSKINGUMENSIS
 (100) CAREX VULPINOIDEA
 12" O.C.

(35) CAREX STRICTA
 (35) CAREX VULPINOIDEA
 12" O.C.

(70) ASCLEPIAS TUBEROSA
 (70) RUDBECKIA FULGIDA
 (70) LIATRIS PYCHNOSTACHYA
 (70) CAREX VULPINOIDEA
 12"-15" O.C.

(120) CAREX MUSKINGUMENSIS
 (200) CAREX VULPINOIDEA
 12" O.C.

(35) CAREX STRICTA
 (60) CAREX VULPINOIDEA
 12" O.C.

(30) CAREX MUSKINGUMENSIS
 (100) CAREX VULPINOIDEA
 12" O.C.

(80) CAREX MUSKINGUMENSIS
 (22) LOBELIA CARDINALIS
 12" O.C.

(30) ASCLEPIAS TUBEROSA
 (30) RUDBECKIA FULGIDA
 (40) LIATRIS PYCHNOSTACHYA
 (30) CAREX VULPINOIDEA
 12"-15" O.C.

(50) ASCLEPIAS INCARNATA
 (50) LIATRIS PYCNOSTACHYA
 (50) MONARDA FISTULOSA
 12" O.C. - 15" O.C.

(20) CAREX STRICTA
 (5) CAREX VULPINOIDEA
 (8) LIATRIS SPICATA
 (5) LOBELIA CARDINALIS
 12" O.C.

(25) CAREX STRICTA
 (16) CAREX VULPINOIDEA
 (8) LIATRIS SPICATA
 (8) LOBELIA CARDINALIS
 12" O.C.

(50) CAREX MUSKINGUMENSIS
 (100) CAREX VULPINOIDEA
 12" O.C.

(50) CAREX STRICTA
 (150) CAREX VULPINOIDEA
 12" O.C.

(25) CAREX STRICTA
 (25) CAREX VULPINOIDEA
 12" O.C.

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 (20) LIATRIS SPICATA
 (15) LOBELIA CARDINALIS
 12" O.C.

(40) ASCLEPIAS INCARNATA
 (30) LIATRIS PYCNOSTACHYA
 (20) MONARDA FISTULOSA
 12" O.C.

(55) CAREX MUSKINGUMENSIS
 (20) LOBELIA CARDINALIS
 12" O.C.

City of Madison
 Department of Public Works
PARKS DIVISION
 City-County Building, Suite 104
 210 Martin Luther King, Jr. Blvd.
 Madison, WI 53703

play
MADISON
PARKS

Graphical Scale
 0 20 ft



PROJECT:
WINGRA
SHORELINE

WINGRA PARK
824 KNICKERBOCK ST
MADISON, WI 53711

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: SCL	2018-01-04

PUBLIC WORKS PROJECT #:
8144

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-1

REVISED

REVISED

CROSS SECTIONS

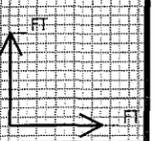
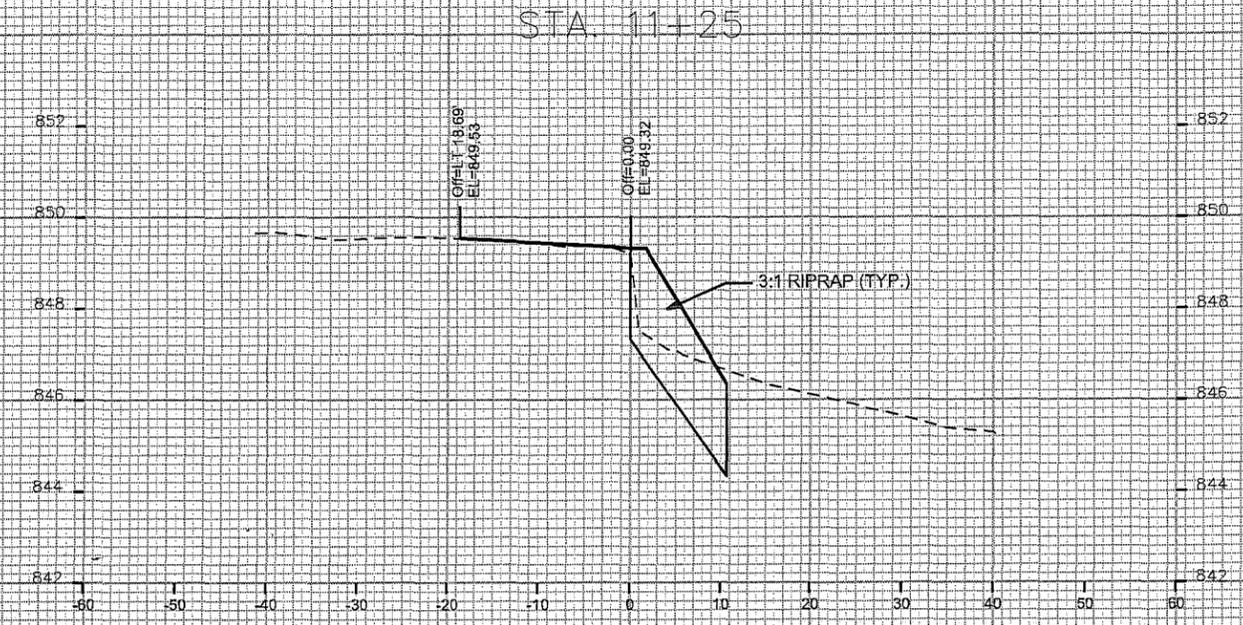
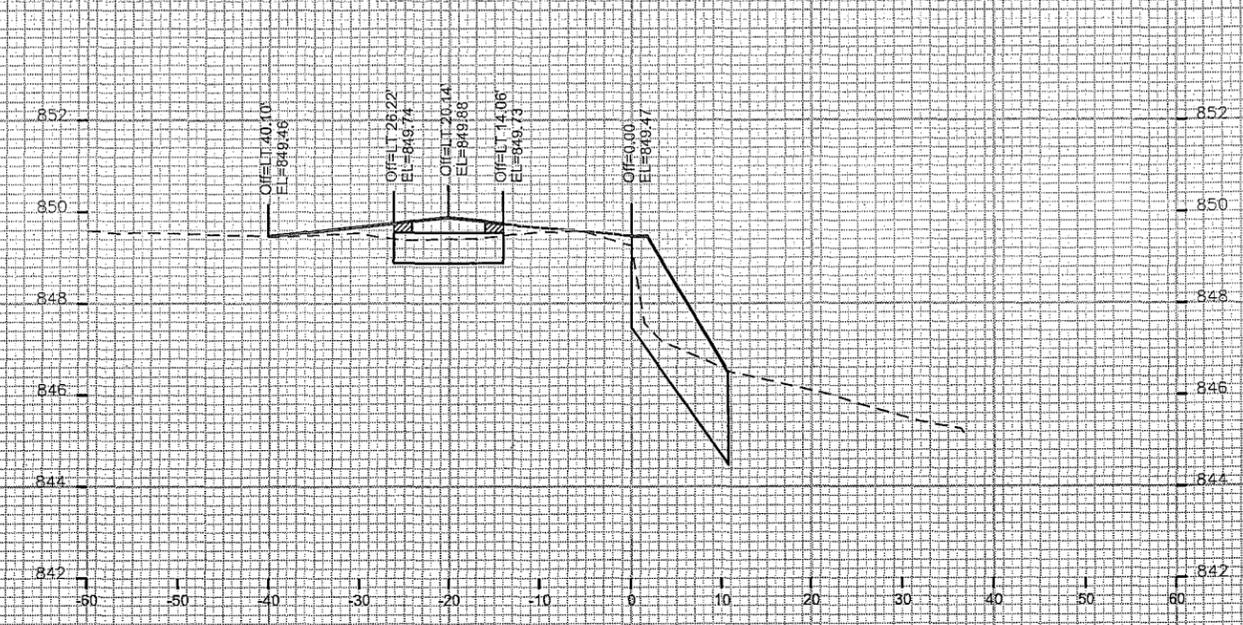
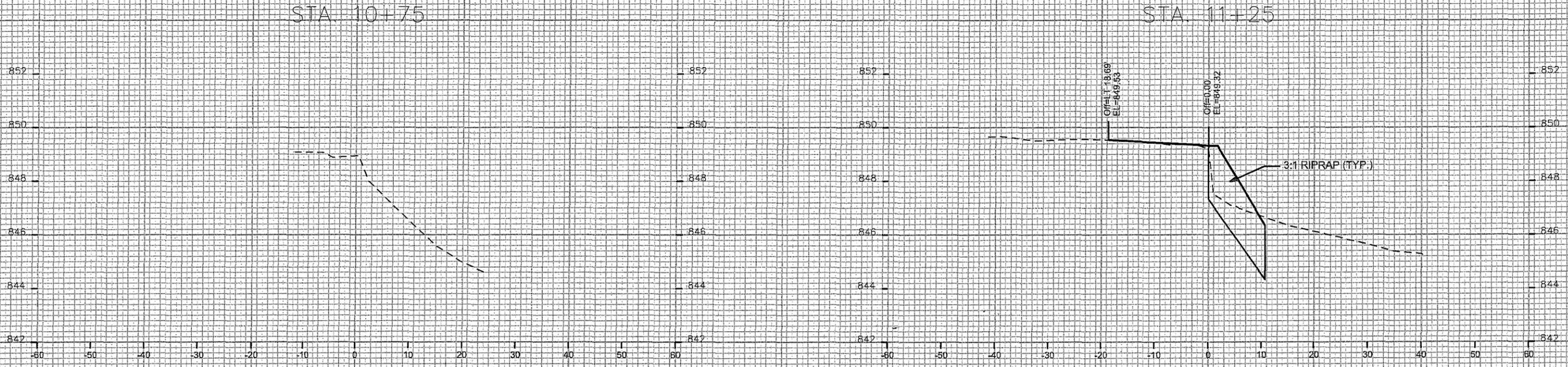
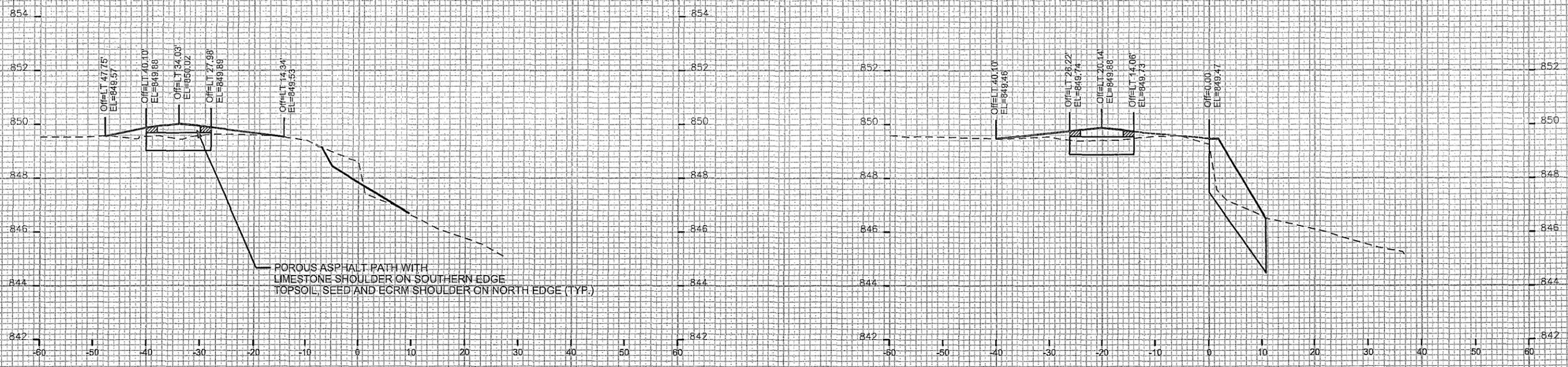
SHORELINE CITY OF MADISON
REV. 1-19-2018 SCS

PLOT SCALE: _____

PLOT NAME: _____

REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



CROSS SECTIONS

SHORELINE CITY OF MADISON

REV. 1-19-2018 SCS

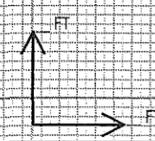
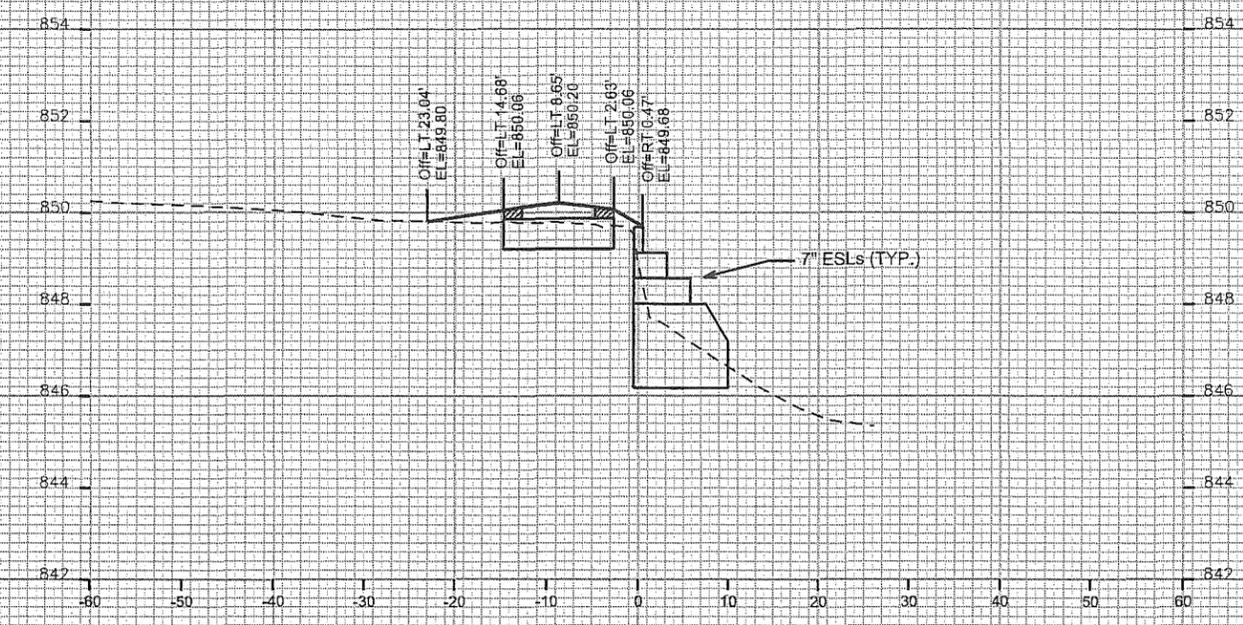
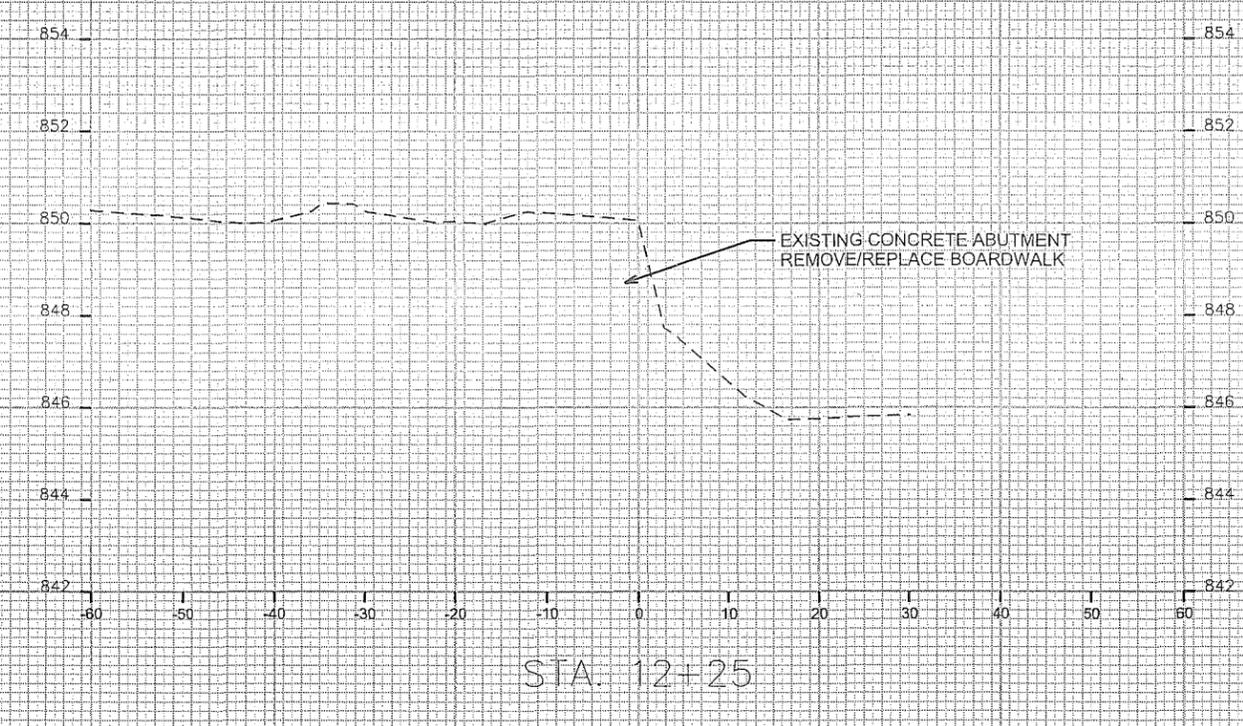
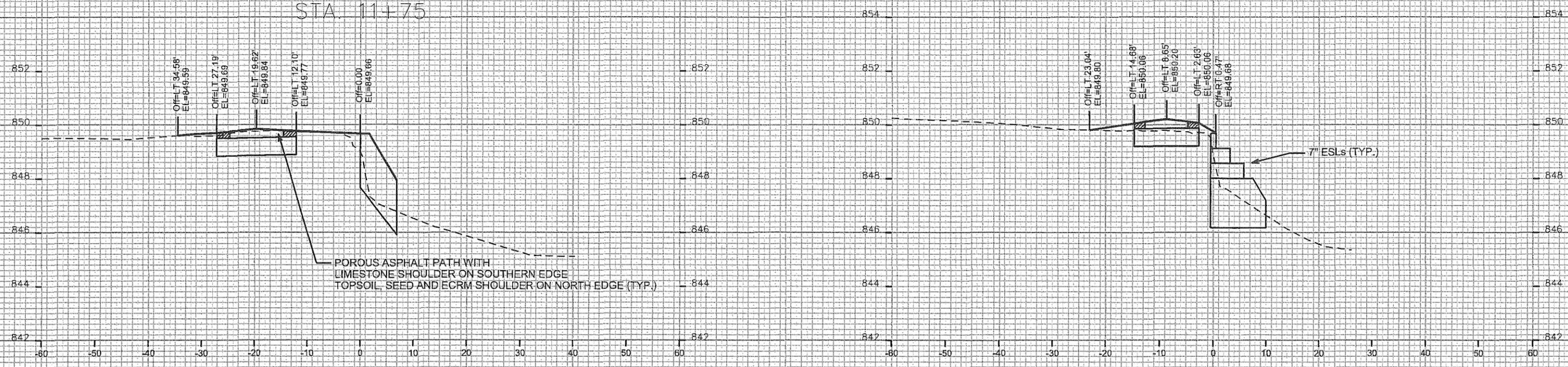
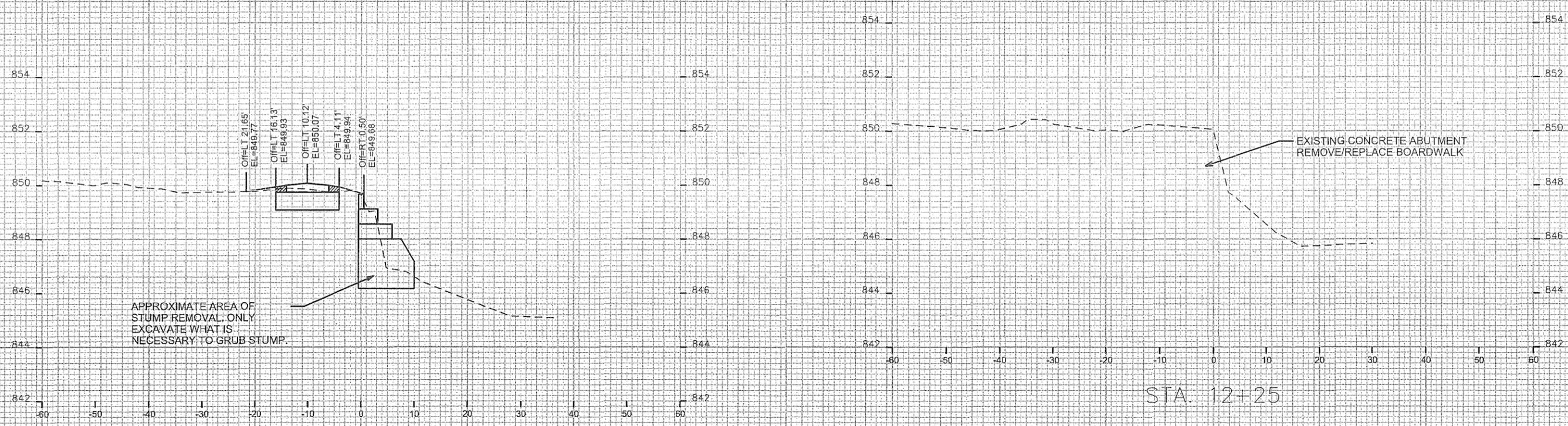
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PLOT SCALE: _____

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REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



REVISED

CROSS SECTIONS

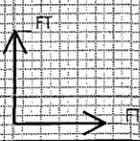
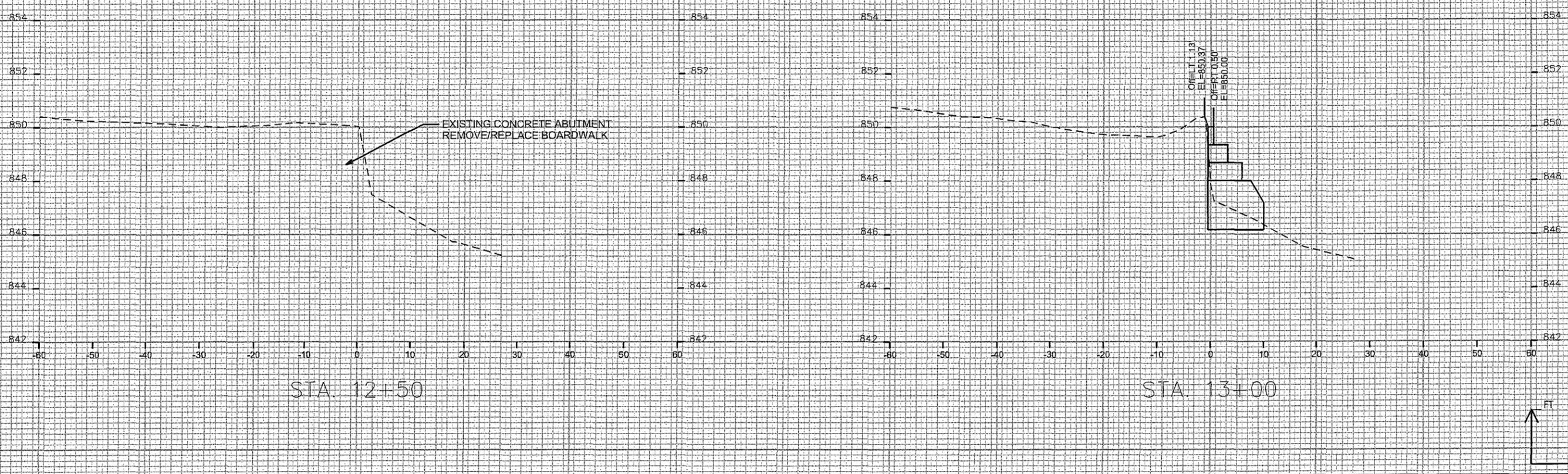
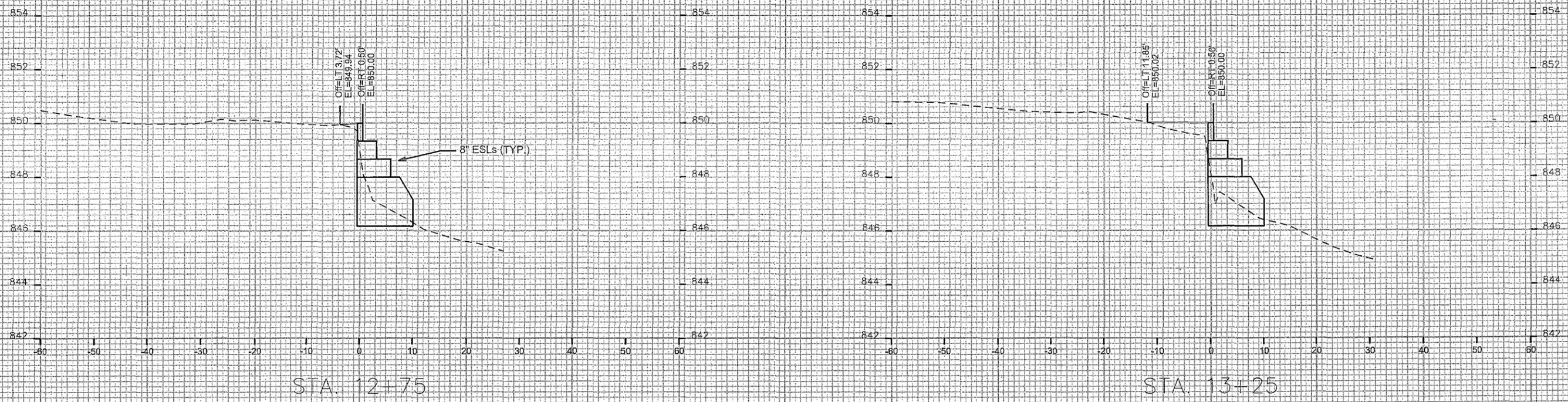
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CROSS SECTIONS

SHORELINE CITY OF MADISON

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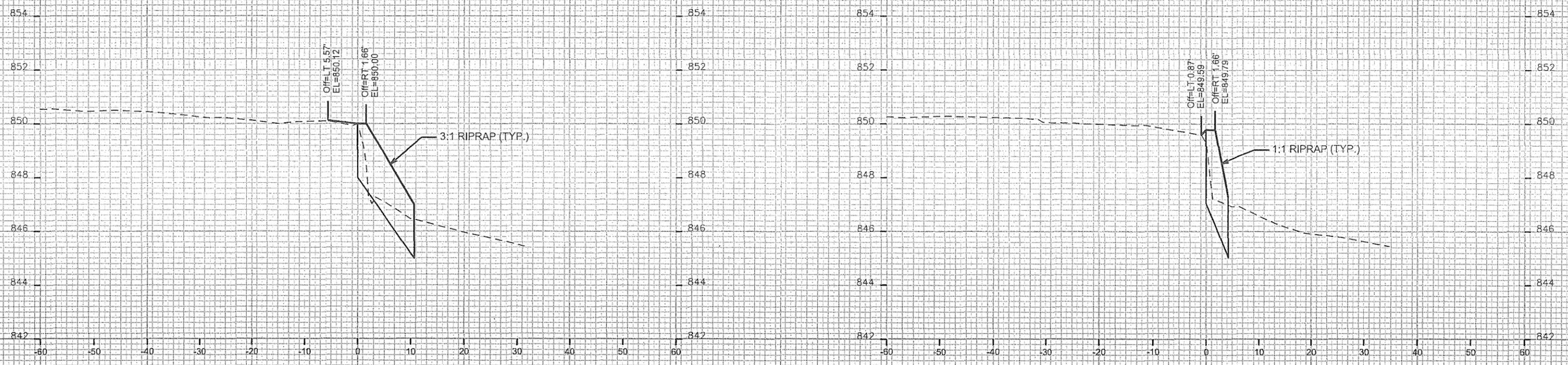
REVISED

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PLOT NAME: _____

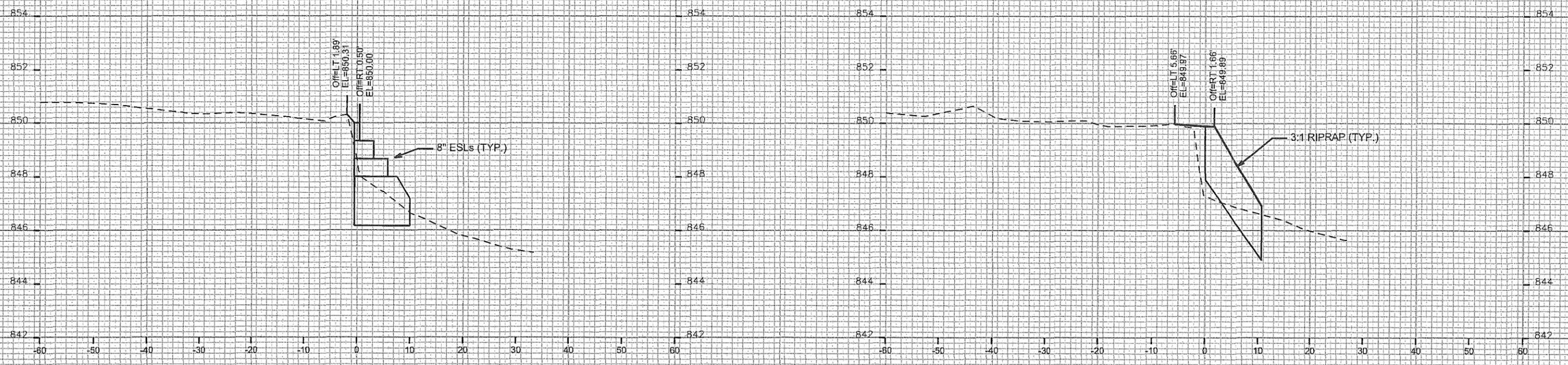
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ORIGINATOR: CITY OF MADISON, STREETS DIVISION



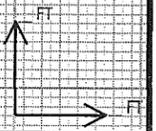
STA. 13+75

STA. 14+25



STA. 13+50

STA. 14+00



REVISED

CROSS SECTIONS

SHORELINE

CITY OF MADISON

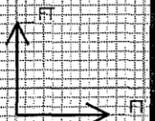
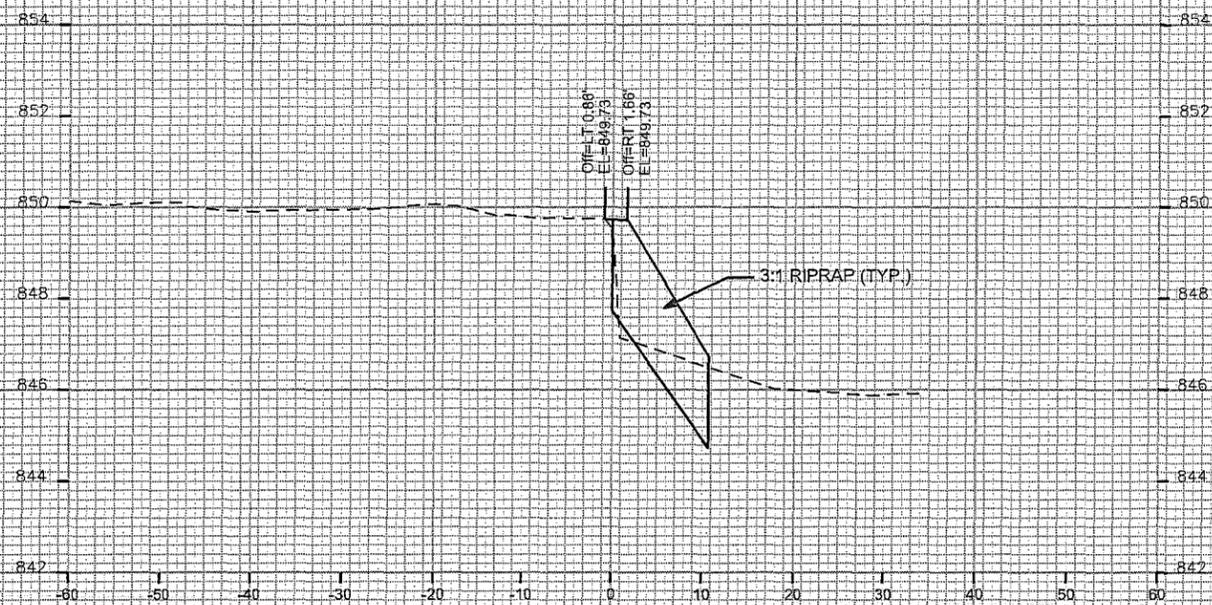
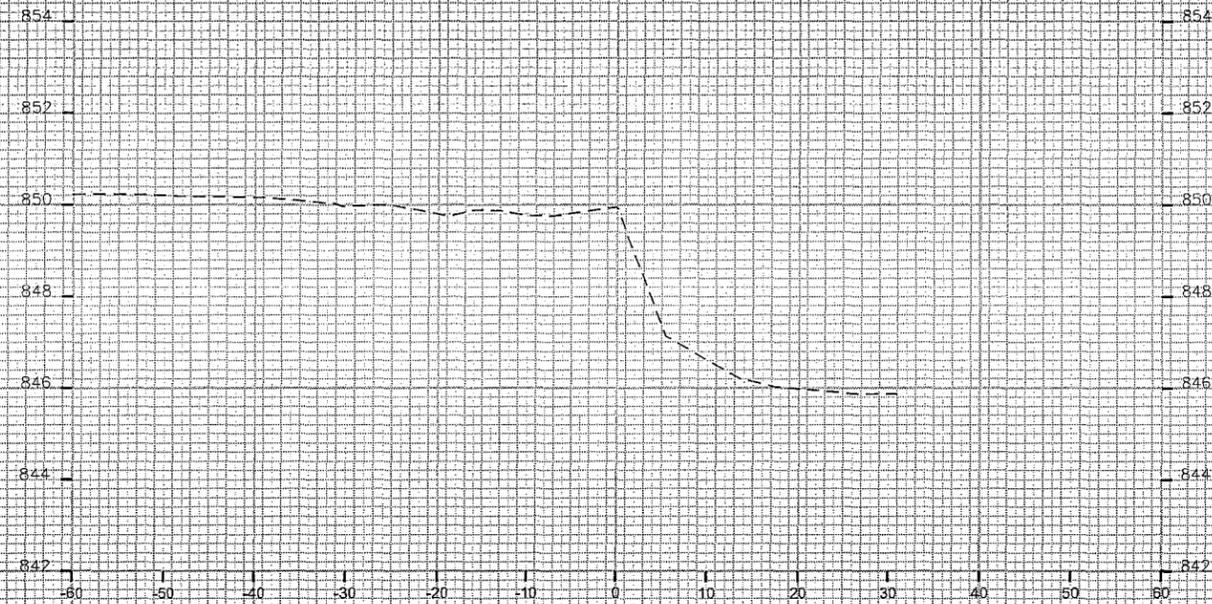
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PLOT SCALE: _____

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REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



CROSS SECTIONS

PATH CITY OF MADISON

REV. 1-19-2018 SCS

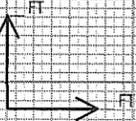
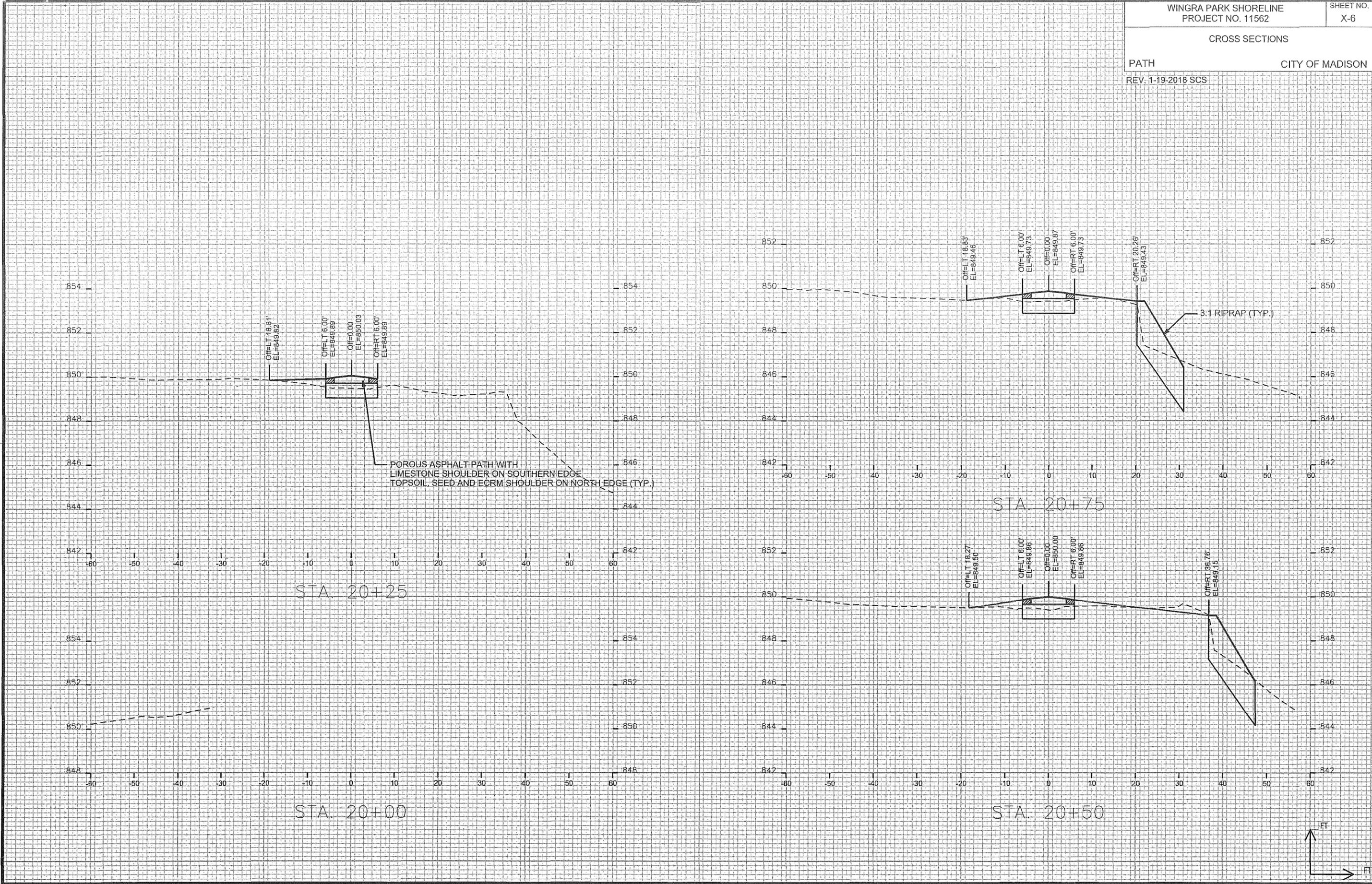
REVISED

PLOT SCALE: _____

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REVISED

CROSS SECTIONS

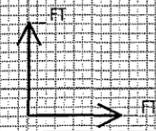
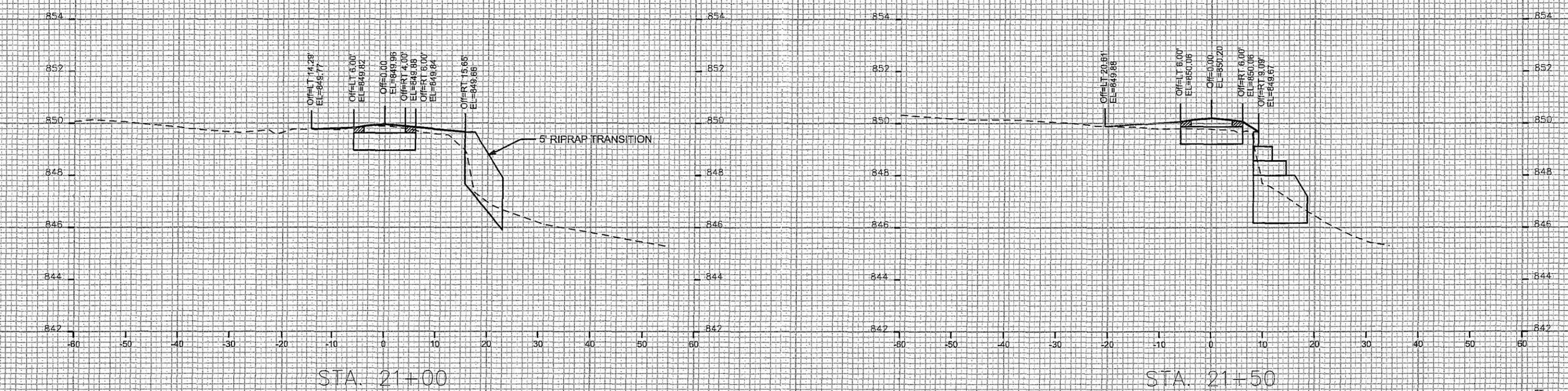
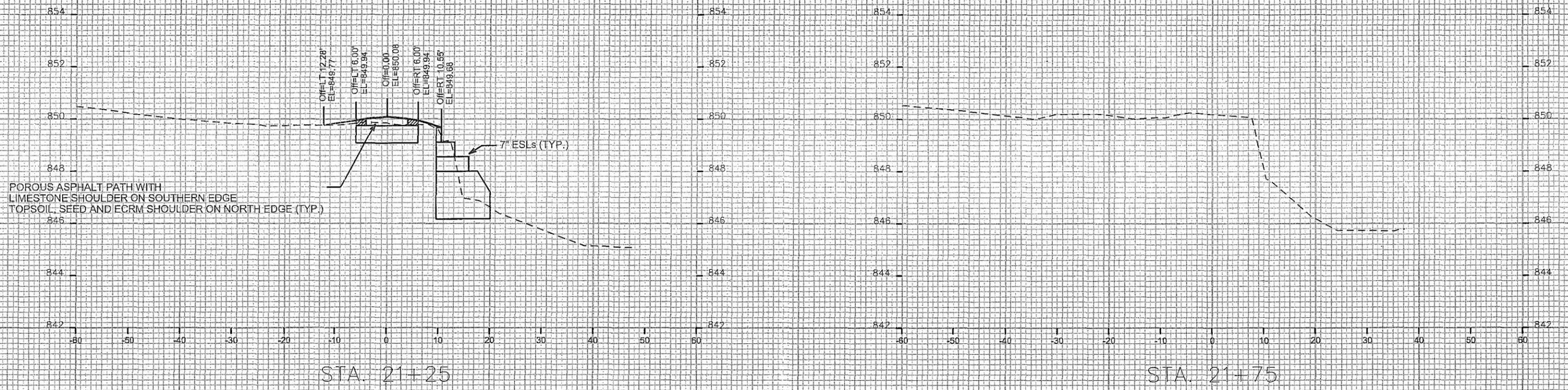
SHORELINE CITY OF MADISON
REV. 1-19-2018 SCS

PLOT SCALE: _____

PLOT NAME: _____

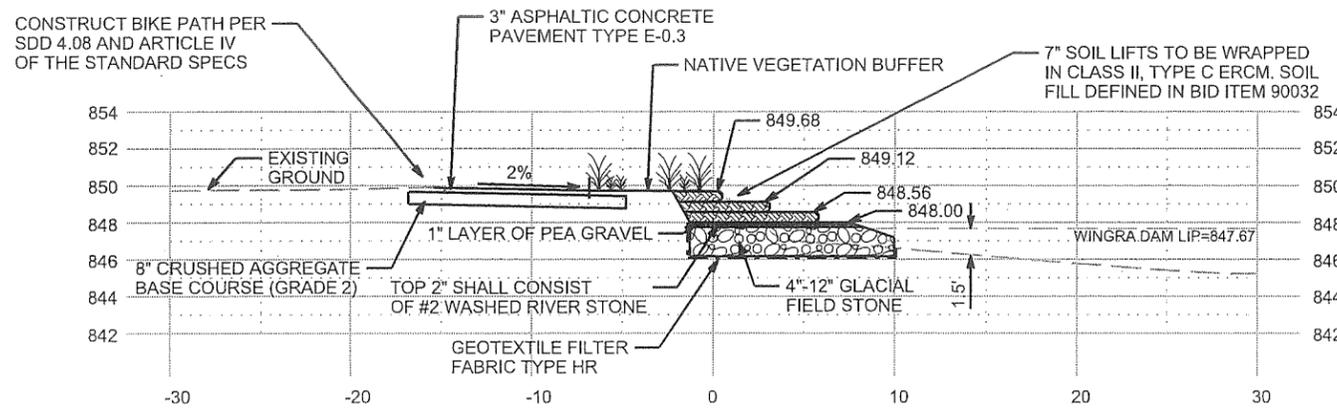
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ORIGINATOR: CITY OF MADISON, STREETS DIVISION

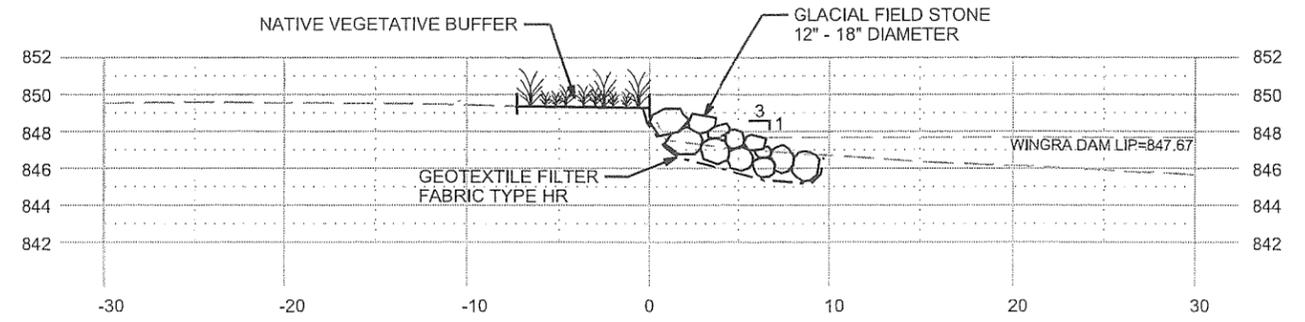


DETAILS

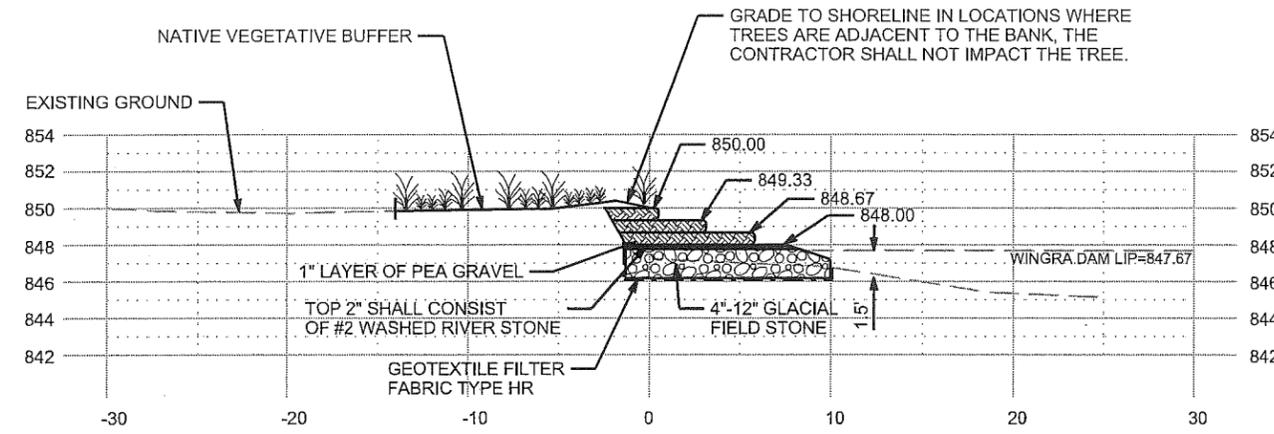
CITY OF MADISON



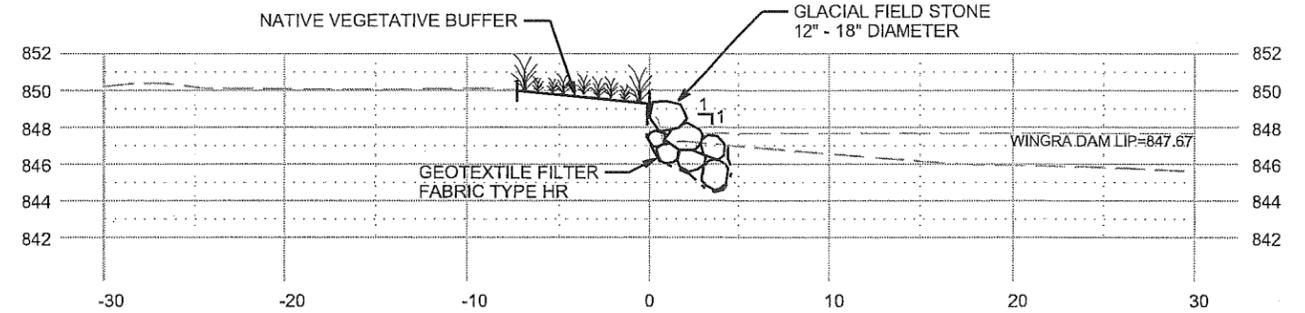
STATION 11+70: 7" ENCAPSULATED SOIL LIFTS



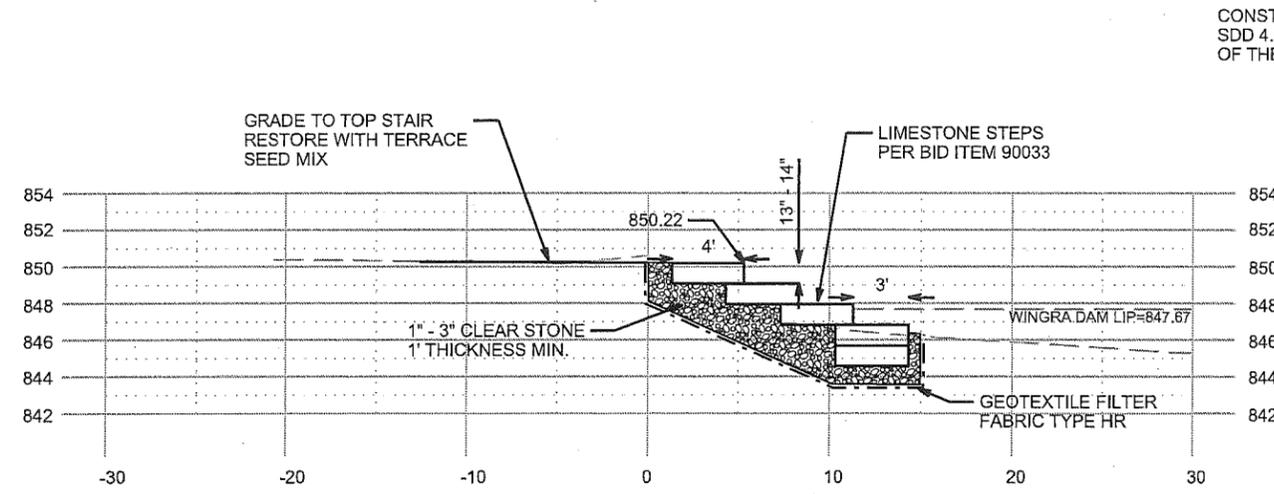
STATION 11+00: RIPRAP AT 3:1 (h:v) SLOPE



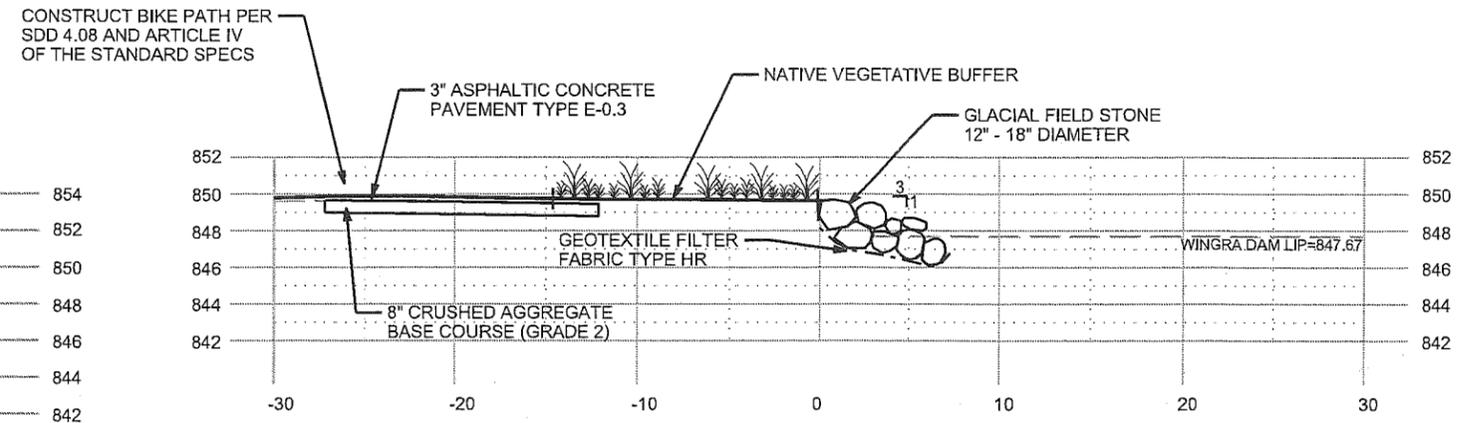
STATION 12+90: 8" ENCAPSULATED SOIL LIFTS



STATION 14+25: RIPRAP AT 1:1 (h:v) SLOPE



STATION 13+70: DOLOMITIC LIMESTONE STEPS



STATION 11+50: 5' RIPRAP TRANSITION

PLOT SCALE:

PLOT NAME:

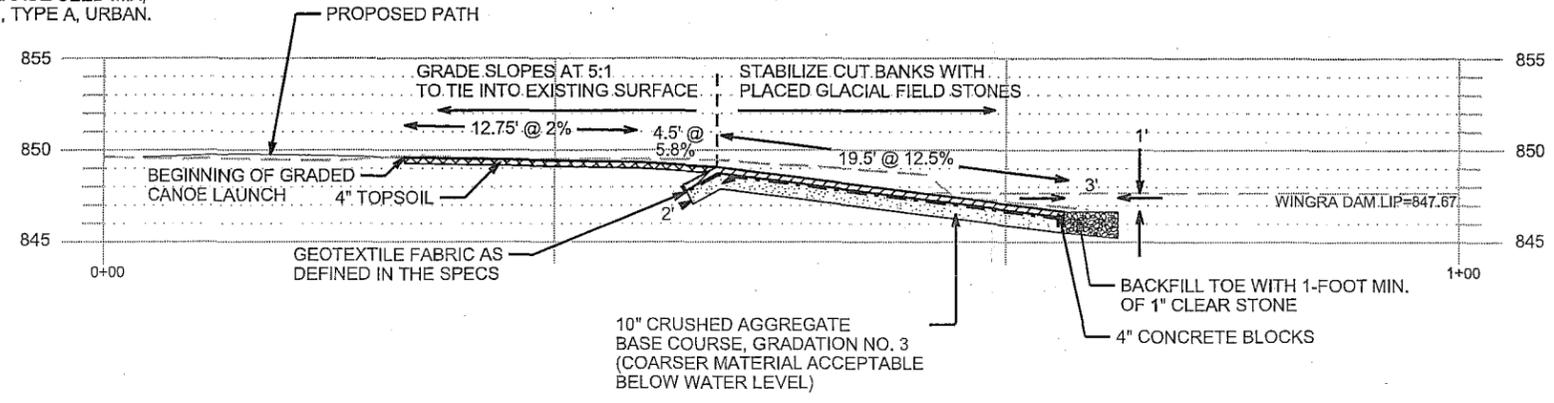
REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

01/16/18

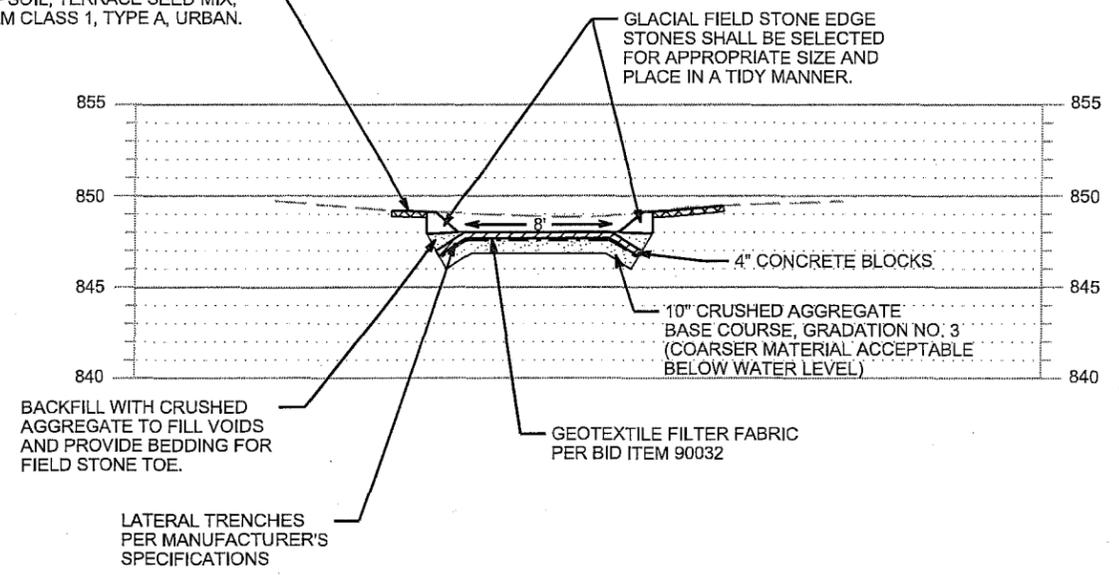
01/16/18

NOTE: RESTORE GRASSED SECTION WITH TOPSOIL, TERRACE SEED MIX, AND ECRM CLASS 1, TYPE A, URBAN.

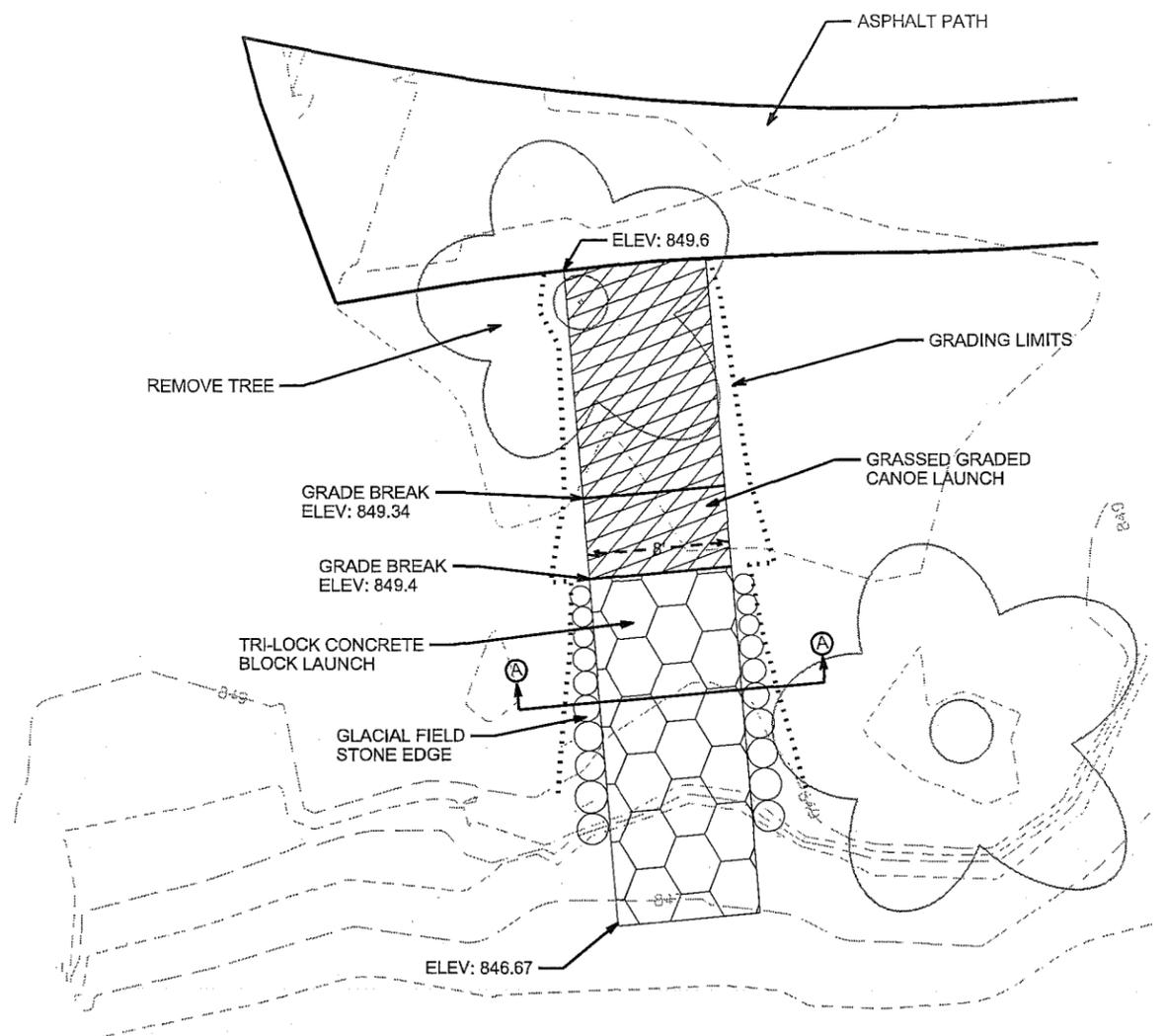


CANOE LAUNCH: PROFILE VIEW

RESTORE GRASSED SECTION WITH TOPSOIL, TERRACE SEED MIX, AND ECRM CLASS 1, TYPE A, URBAN.



CANOE LAUNCH: SECTION A-A



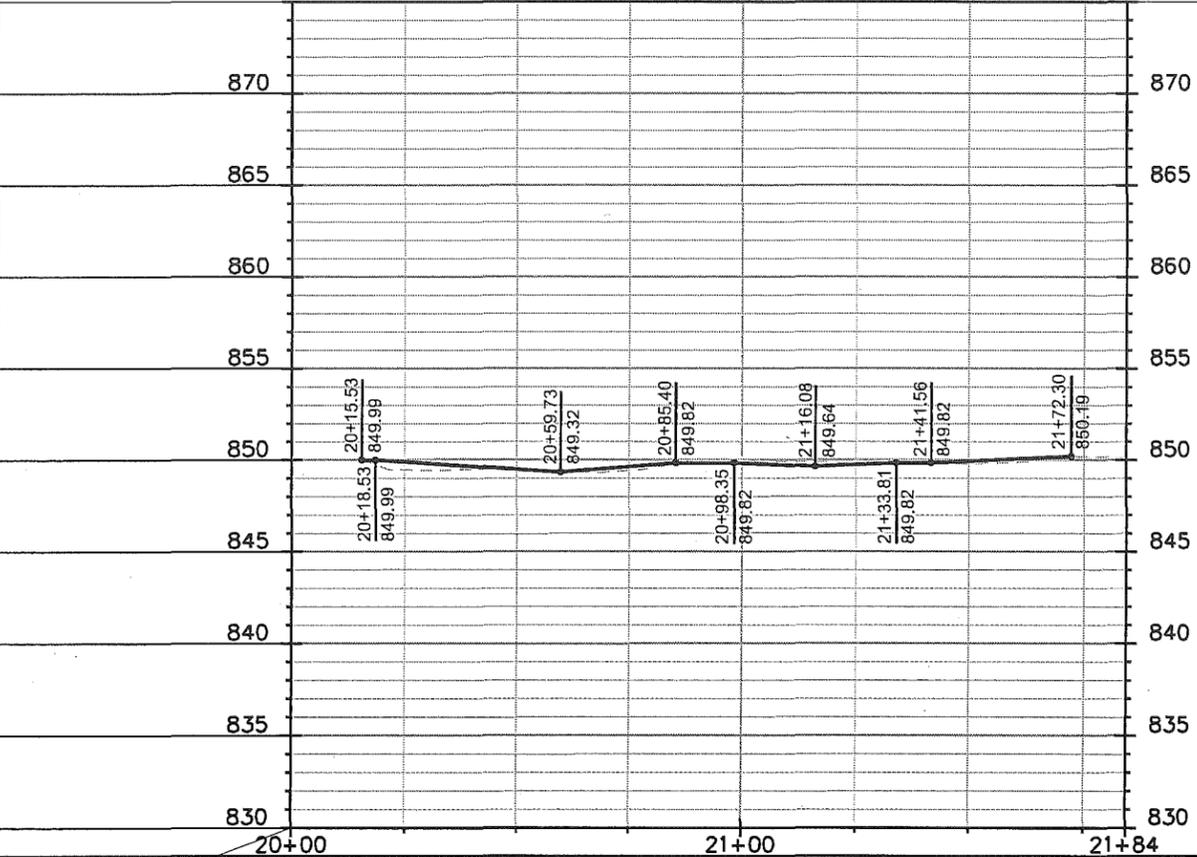
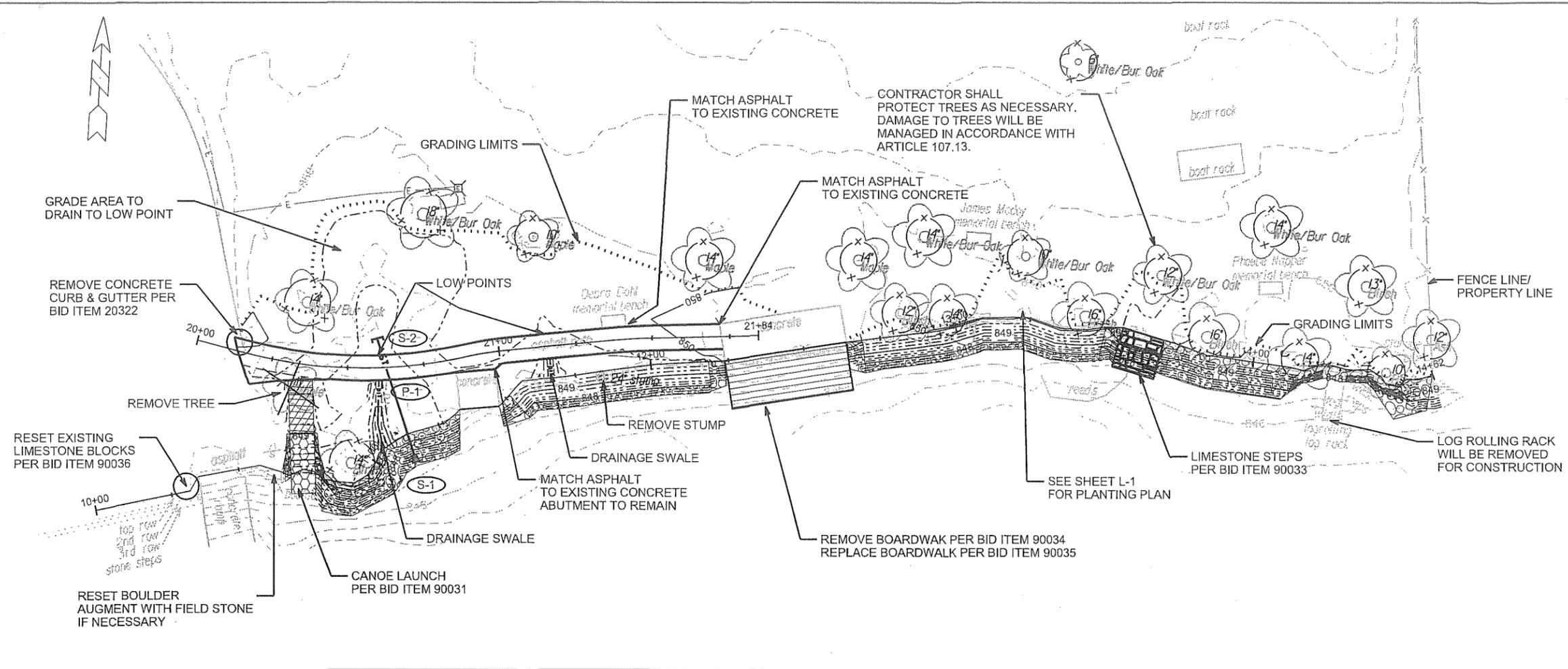
CANOE LAUNCH: PLAN VIEW

PLOT SCALE: _____ PLOT NAME: _____ REV. DATE: _____ ORIGINATOR: CITY OF MADISON - STREETS DIVISION

PLAN AND PROFILE

PATH CITY OF MADISON

01/16/18



STORM SCHEDULE:

NAME	DESCRIPTION	LOCATION	INVERT ELEV.
S-1	24" RCP APRON ENDWALL	11+11.80, RT 9.57	846.65
S-2	PIPE PLUG W/ ELECTRONIC MARKER BALL	11+27.21, LT 34.80	846.65
P-1	24" RCP, 38.7' @ 0.0%	-	-

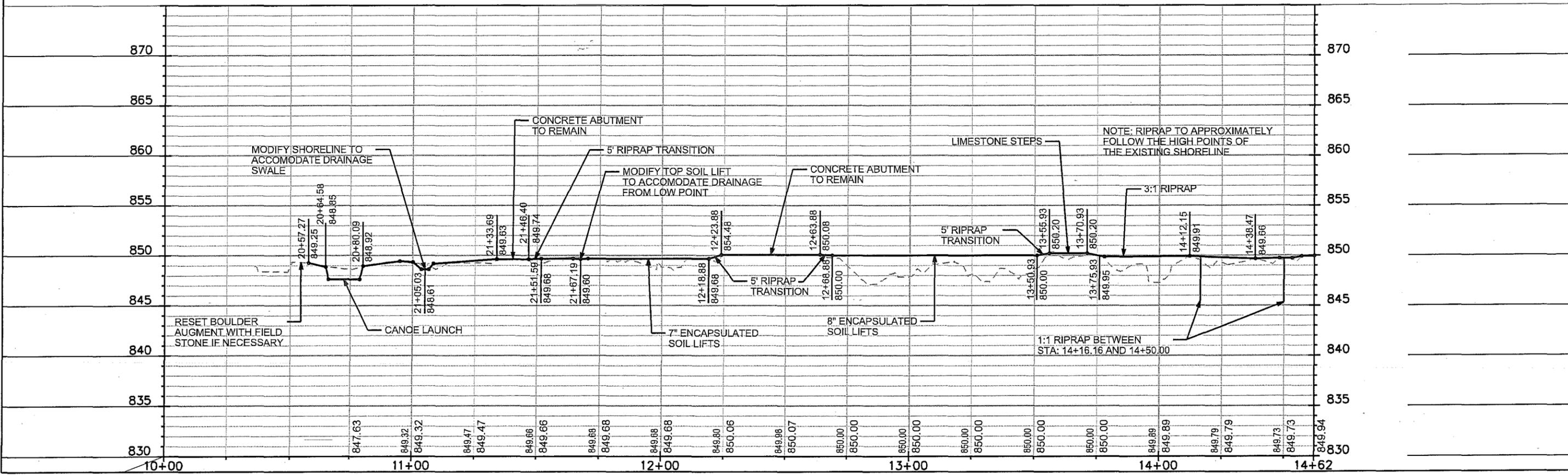
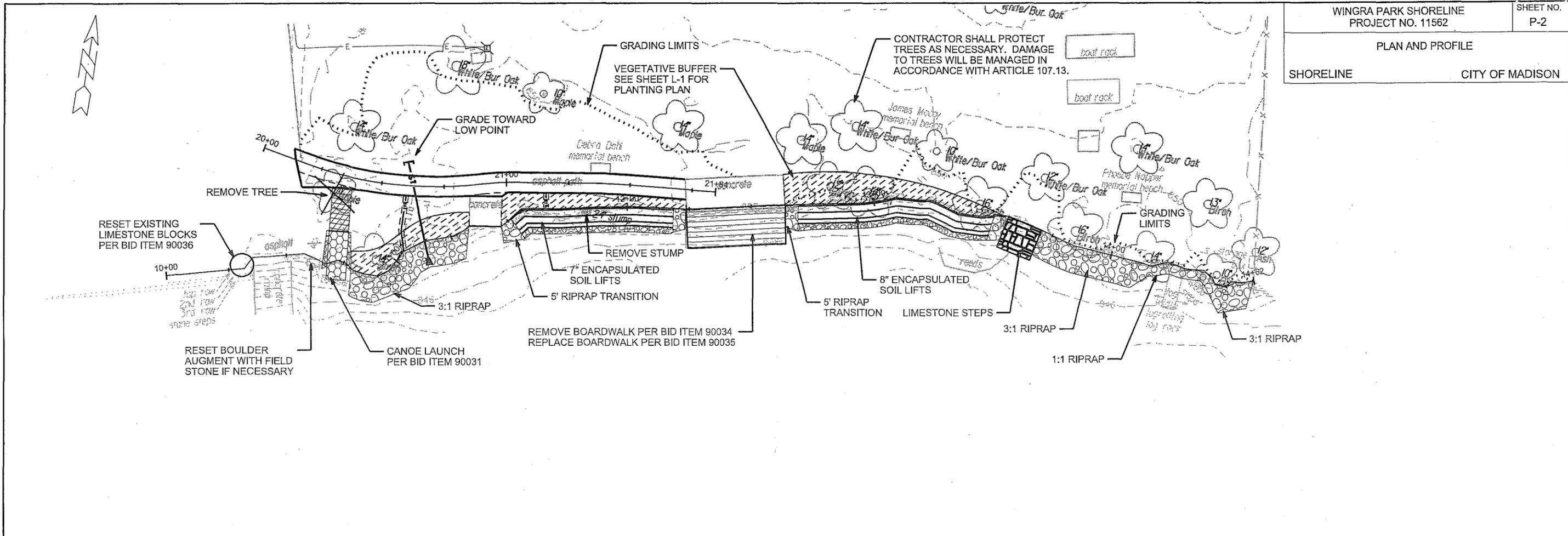
PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

01216 0004



PLOT SCALE:

PLOT NAME:

REV. DATE:

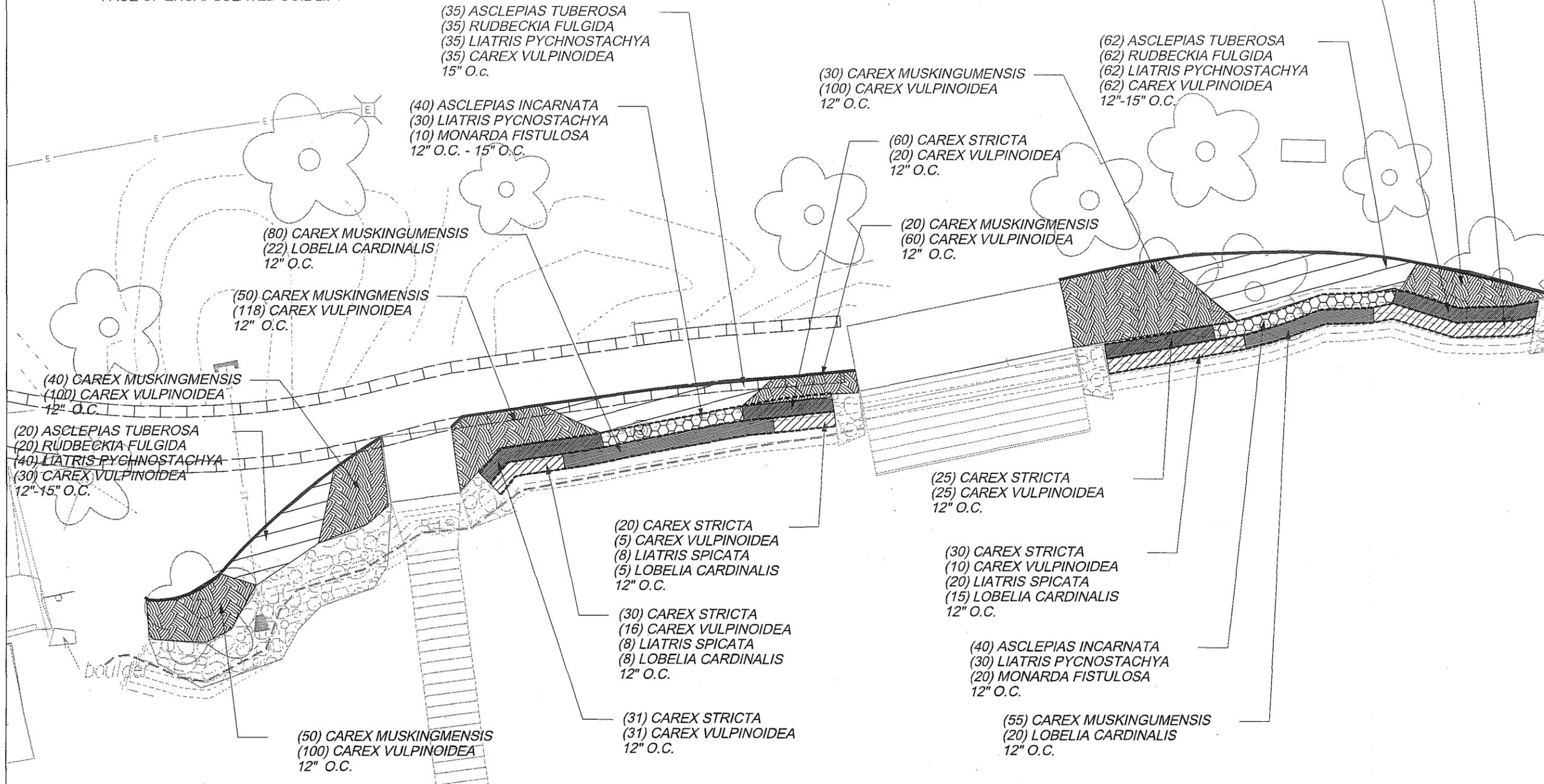
ORIGINATOR: CITY OF MADISON, STREETS DIVISION

LEGEND

PLANTS

-  C. MUSKINGUMENSIS, C. VULPINOIDEA MIX
-  ASCLEPIAS TUBEROSA, RUDBECKIA TRILOBA, LIATRIS PYCHNOSTACHYA, C. VULPINOIDEA MIX
-  C. MUSKINGUMENSIS, LOBELIA CARDINALIS MIX
-  ASCLEPIAS INCARNATA, LIATRIS PYCNOSTACHYA, MONARDA FISTULOSA MIX
-  C. STRICTA, C. VULPINOIDEA, LIATRIS SPICATA, LOBELIA CARDINALIS MIX
-  C. STRICTA, C. VULPINOIDEA MIX

-  RIPRAP (SEE CIVIL DRAWINGS)
-  OHWM 847.67
-  FACE OF ENCAPSULATED SOIL LIFT



(30) CAREX STRICTA
 (10) CAREX VULPINOIDEA
 (20) LIATRIS SPICATA
 (20) LOBELIA CARDINALIS
 12" O.C.

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 (100) CAREX VULPINOIDEA
 12" O.C.

(35) CAREX STRICTA
 (35) CAREX VULPINOIDEA
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(62) ASCLEPIAS TUBEROSA
 (62) RUDBECKIA FULGIDA
 (62) LIATRIS PYCHNOSTACHYA
 (62) CAREX VULPINOIDEA
 12"-15" O.C.

(30) CAREX MUSKINGUMENSIS
 (100) CAREX VULPINOIDEA
 12" O.C.

(60) CAREX STRICTA
 (20) CAREX VULPINOIDEA
 12" O.C.

(20) CAREX MUSKINGUMENSIS
 (60) CAREX VULPINOIDEA
 12" O.C.

(80) CAREX MUSKINGUMENSIS
 (22) LOBELIA CARDINALIS
 12" O.C.

(50) CAREX MUSKINGUMENSIS
 (118) CAREX VULPINOIDEA
 12" O.C.

(40) CAREX MUSKINGUMENSIS
 (100) CAREX VULPINOIDEA
 12" O.C.

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 (30) CAREX VULPINOIDEA
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(20) CAREX STRICTA
 (5) CAREX VULPINOIDEA
 (8) LIATRIS SPICATA
 (5) LOBELIA CARDINALIS
 12" O.C.

(30) CAREX STRICTA
 (16) CAREX VULPINOIDEA
 (8) LIATRIS SPICATA
 (8) LOBELIA CARDINALIS
 12" O.C.

(50) CAREX MUSKINGUMENSIS
 (100) CAREX VULPINOIDEA
 12" O.C.

(31) CAREX STRICTA
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City of Madison
 Department of Public Works
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 City-County Building, Suite 104
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 Madison, WI 53703

**play
 MADISON
 PARKS**

Graphical Scale
 0 20 ft



PROJECT:

**WINGRA
 SHORELINE**

**WINGRA PARK
 824 KNICKERBOCK ST
 MADISON, WI 53711**

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ITEM	DATE
Drawn by: SCL	2018-01-04

PUBLIC WORKS PROJECT #:
8144

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-1

ORIGINAL

012161002

CROSS SECTIONS

SHORELINE

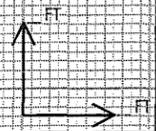
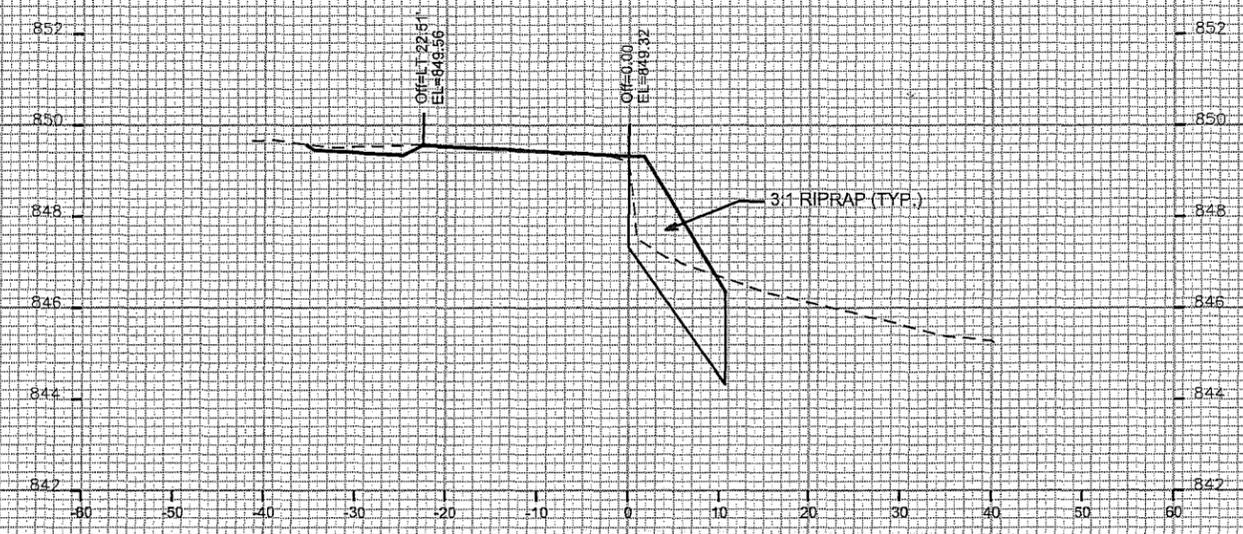
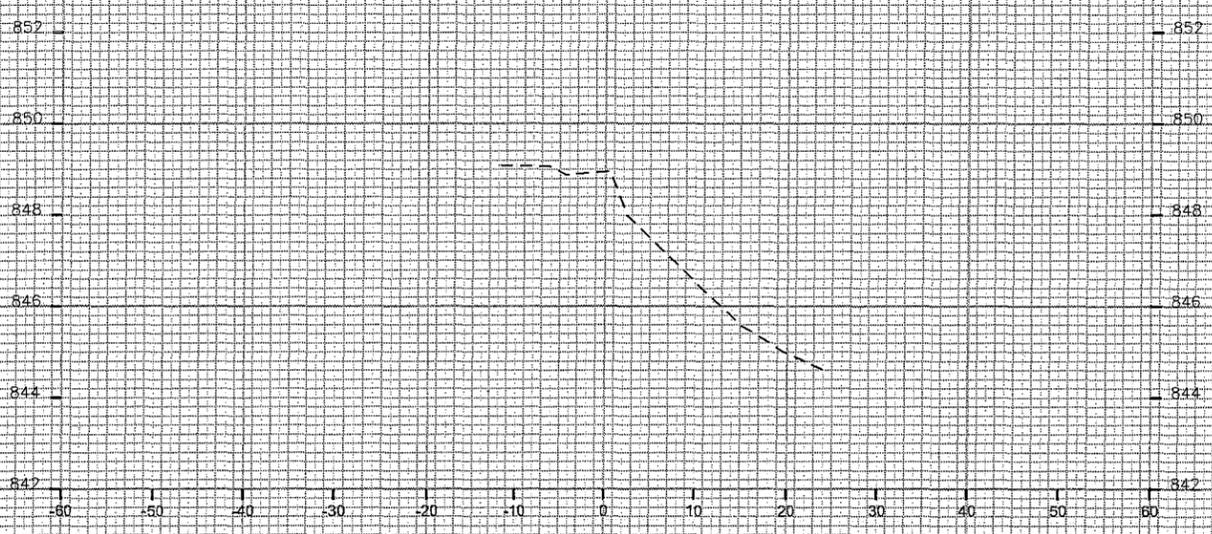
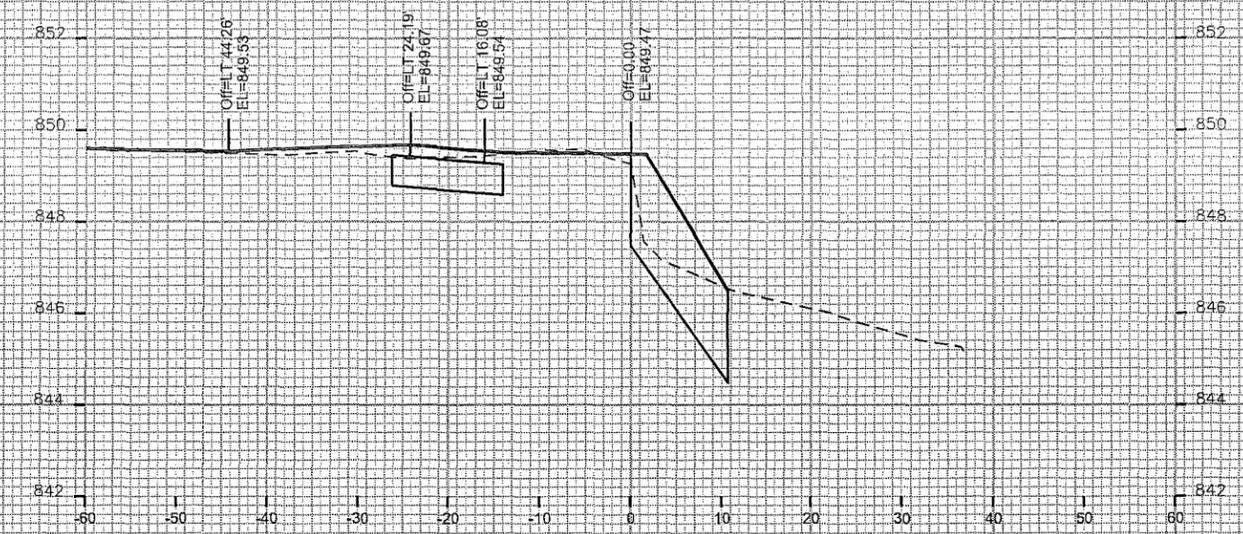
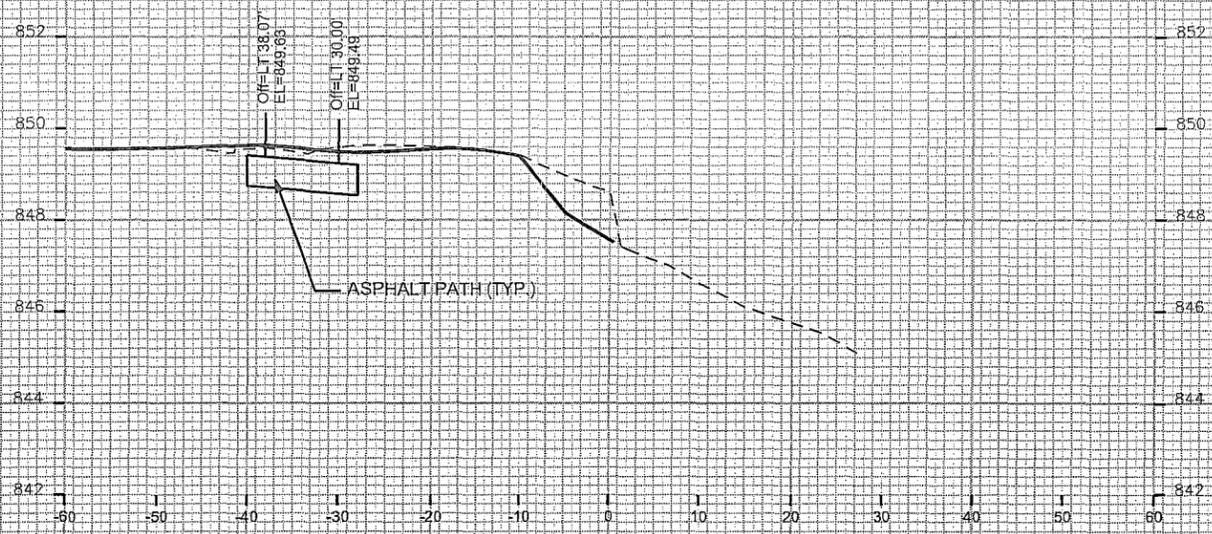
CITY OF MADISON

PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, STREET'S DIVISION



CROSS SECTIONS

SHORELINE

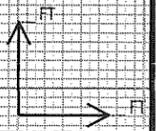
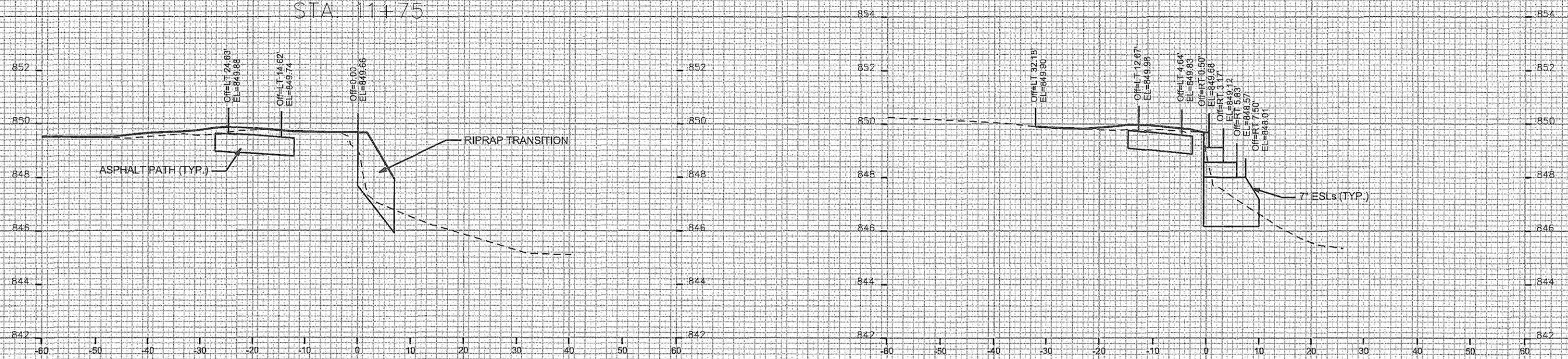
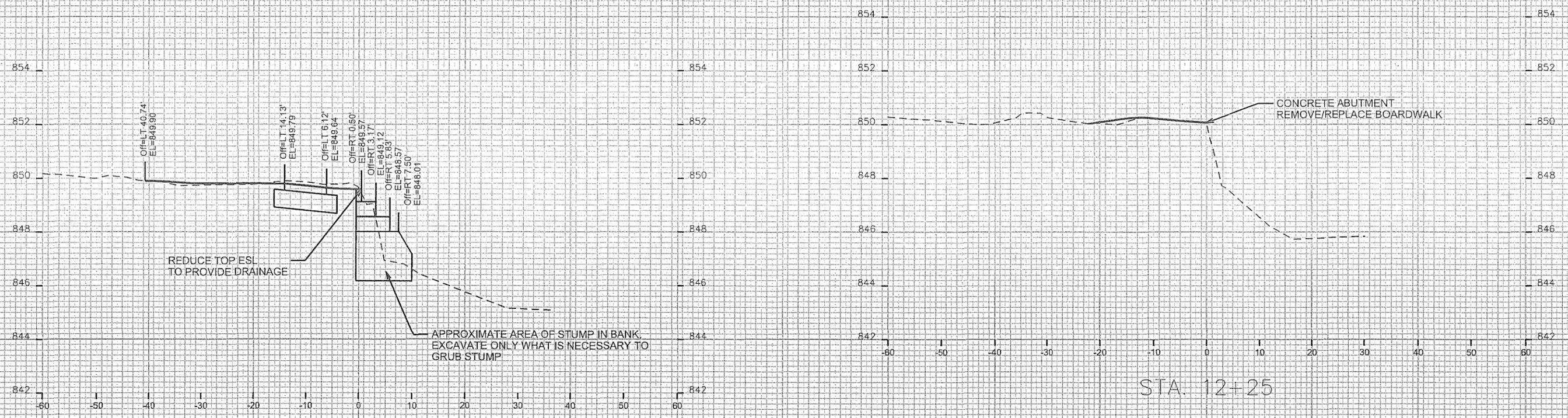
CITY OF MADISON

ORIGINAL

PLOT SCALE: _____
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REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



01/16/18

CROSS SECTIONS

SHORELINE

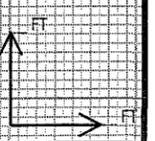
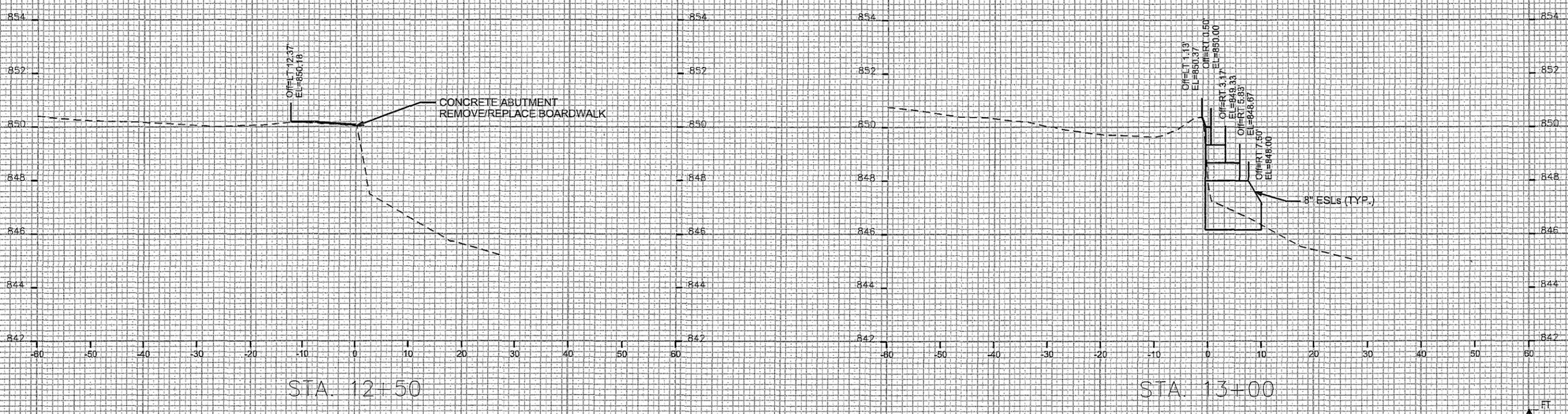
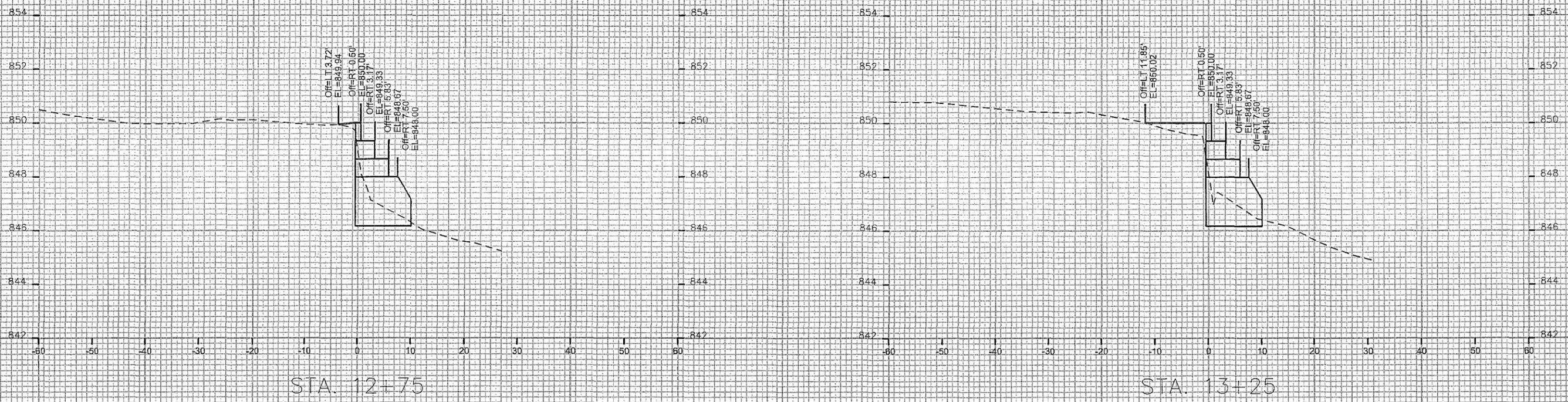
CITY OF MADISON

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ORIGINATOR: CITY OF MADISON, STREETS DIVISION



CROSS SECTIONS

SHORELINE

CITY OF MADISON

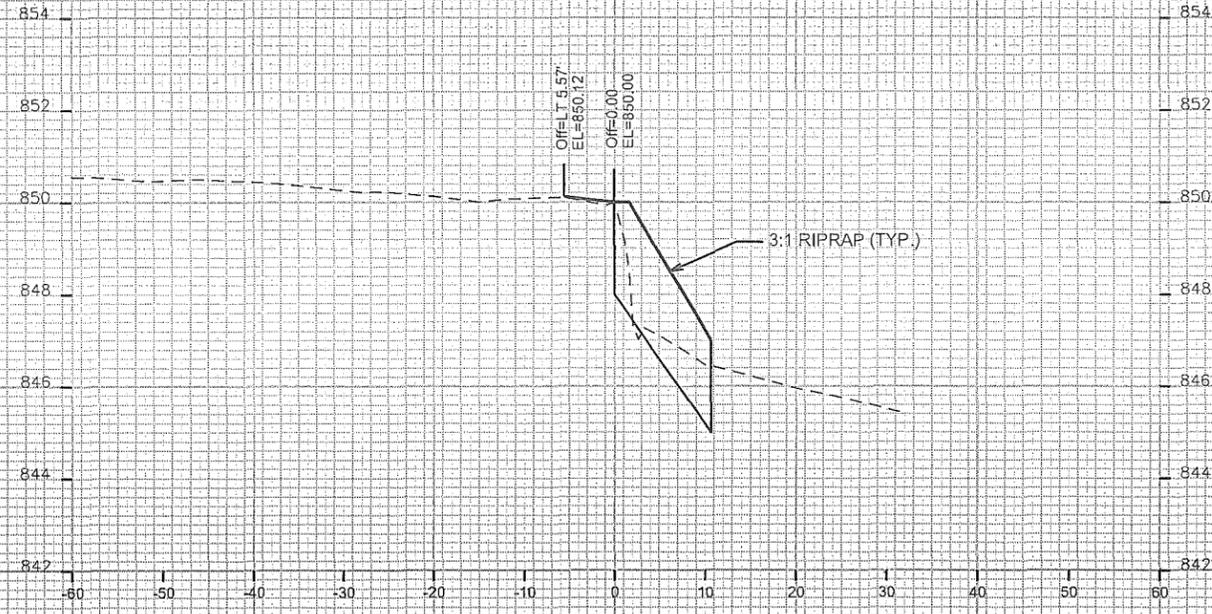
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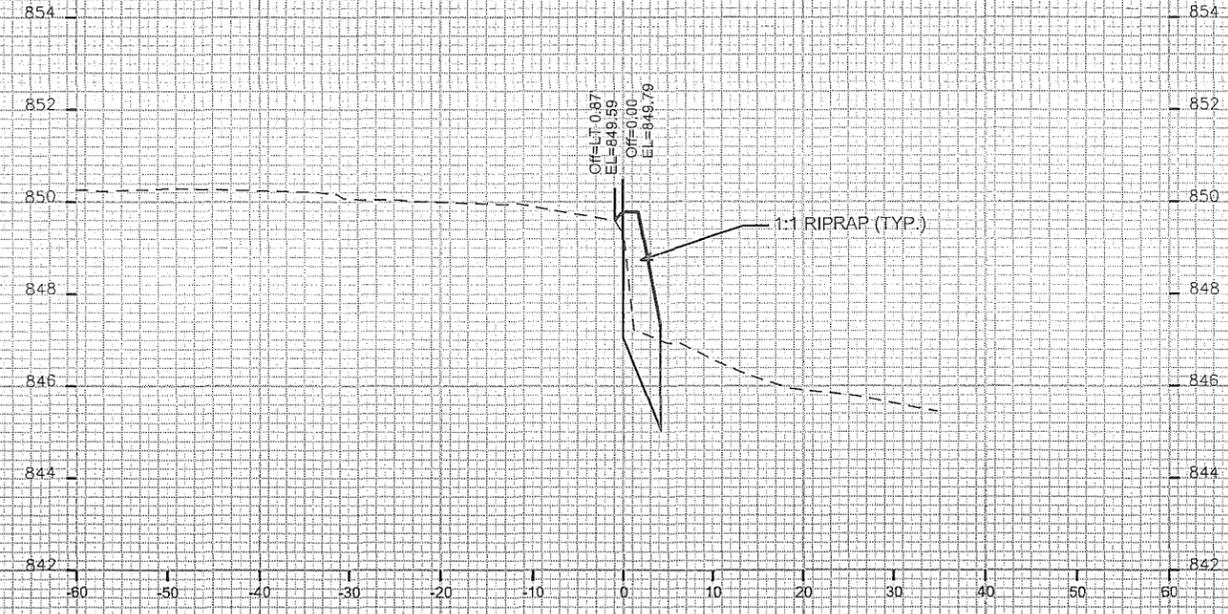
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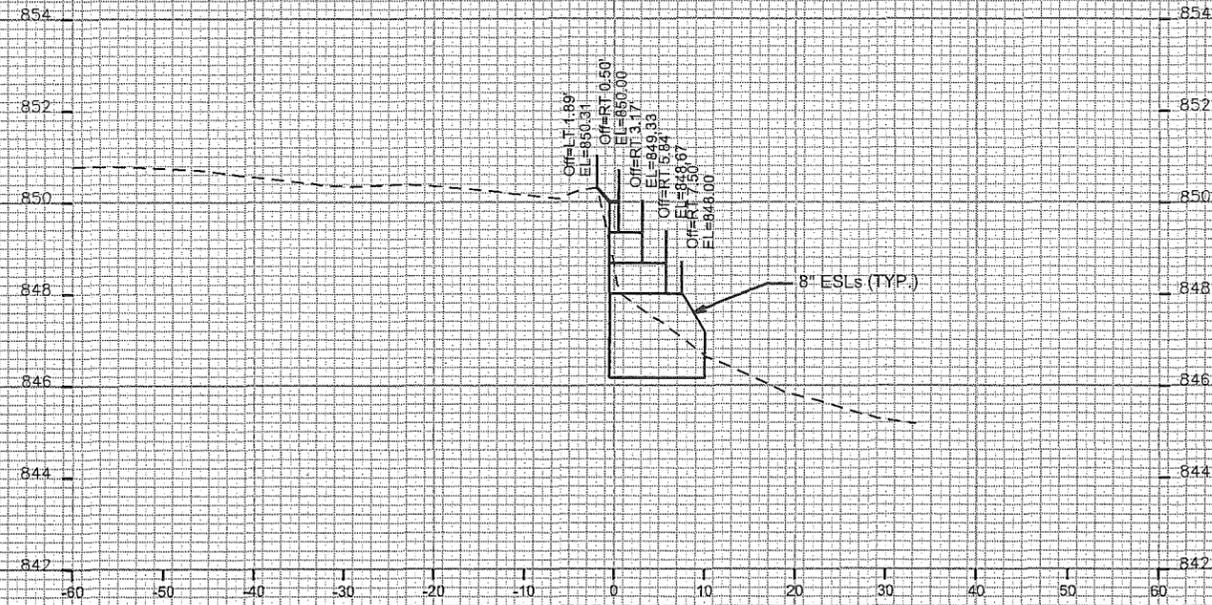
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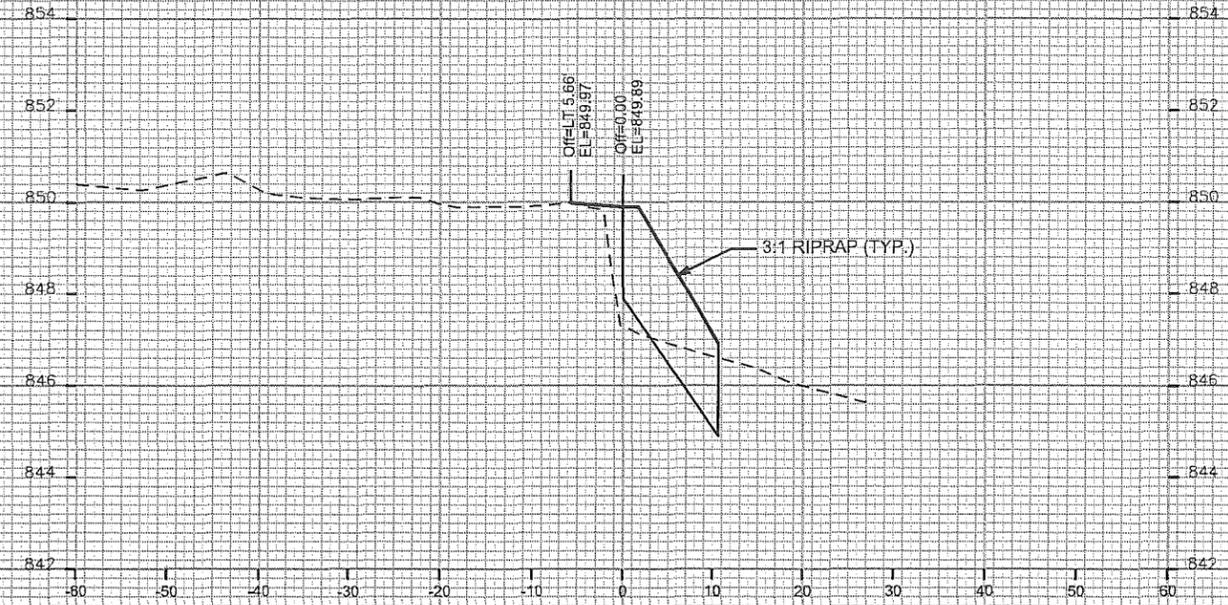
STA. 13+75



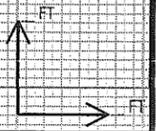
STA. 14+25



STA. 13+50



STA. 14+00



CRS/MLK

CROSS SECTIONS

SHORELINE

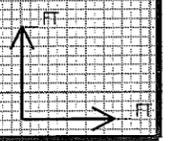
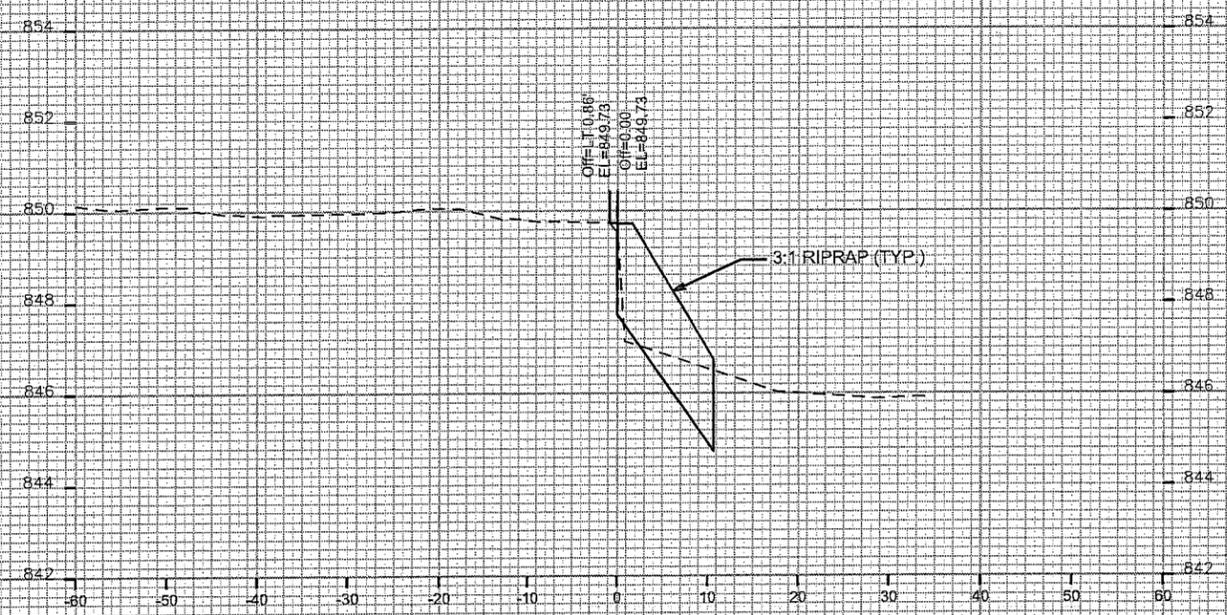
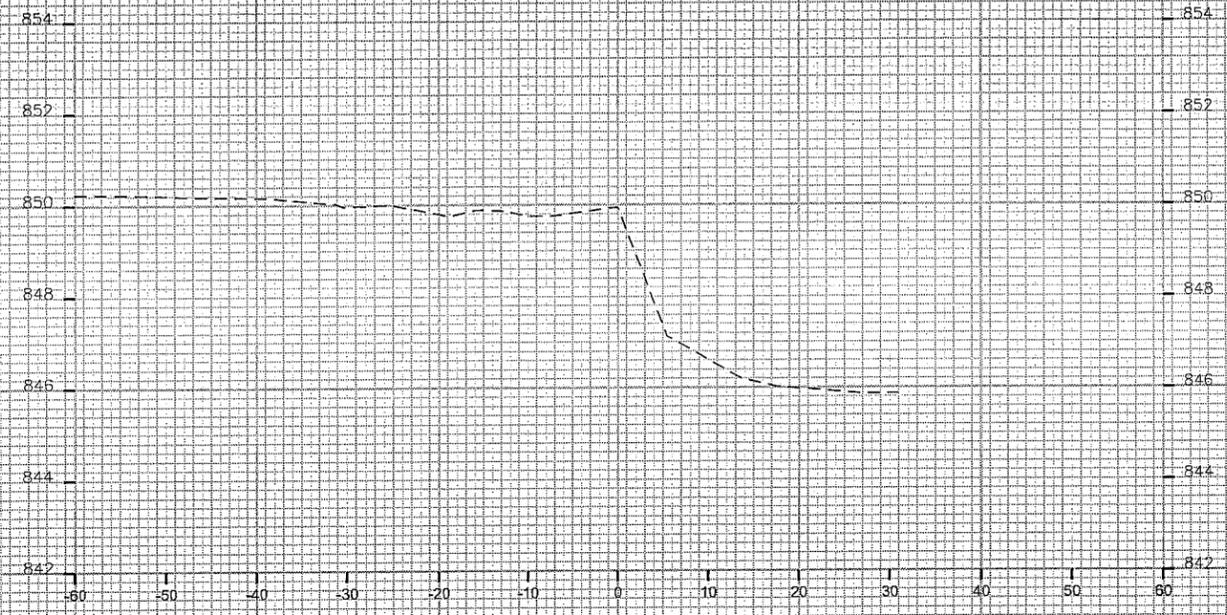
CITY OF MADISON

PLOT SCALE: _____

PLOT NAME: _____

REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



CROSS SECTIONS

PATH CITY OF MADISON

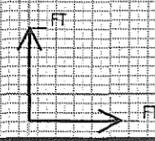
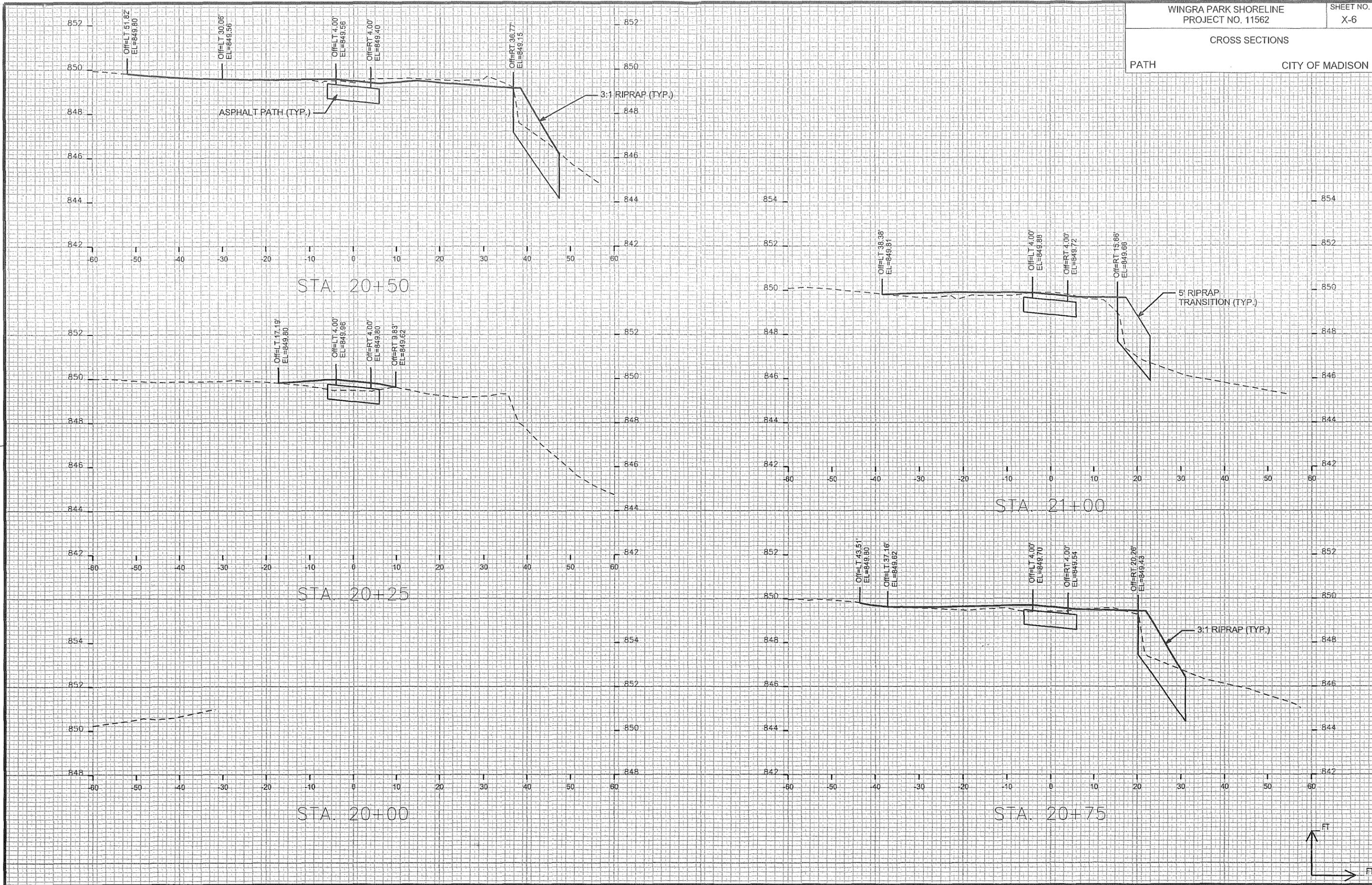
01e.16.17.nra

PLOT SCALE: _____

PLOT NAME: _____

REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



ORIG/MKL

CROSS SECTIONS

PATH

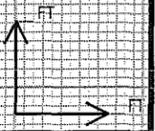
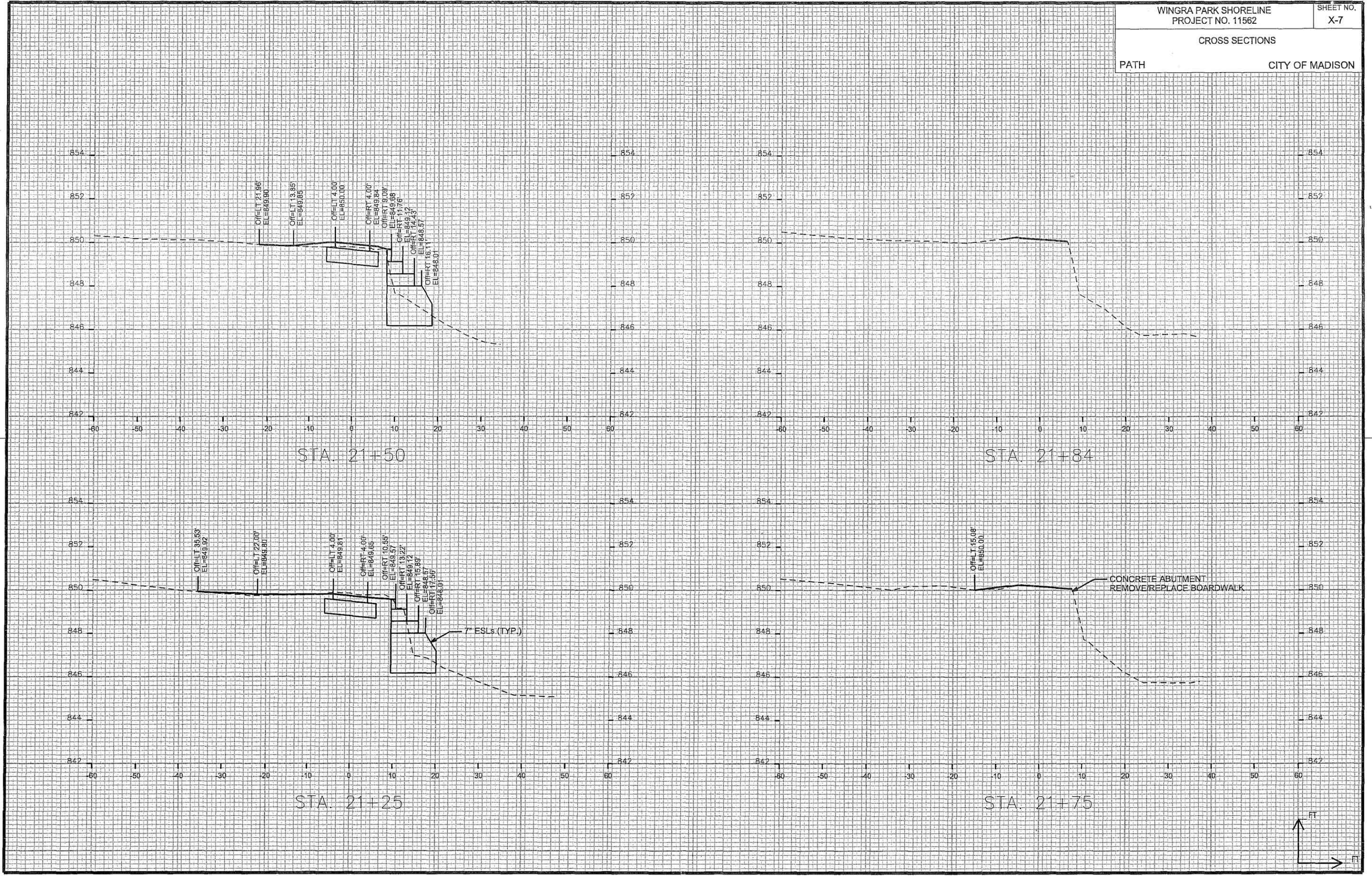
CITY OF MADISON

PLOT SCALE: _____

PLOT NAME: _____

REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION





December 14, 2017

IP-SC-2017-13-03630, 03633 and 03634

City of Madison - Parks Division
Eric Knepp
210 MLK Jr. Blvd., Room 104
Madison, WI 53703

Dear Mr. Knepp:

The Department of Natural Resources has completed its review of your application for a permit to install riprap, a pier and boat launch on the banks of Lake Wingra, in the City of Madison, Dane County. You will be pleased to know your application is approved.

I am attaching a copy of your permit, which lists the many important conditions that must be followed to protect water quality and habitat. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (608) 275-3481 or email wendy.peich@wisconsin.gov.

Sincerely,

Wendy Peich
Water Management Specialist

cc: Kerrie Hauser, Project Manager, (651) 290-5903, U.S. Army Corps of Engineers
Dane County Zoning Administrator
Contractor
Consultant

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Wingra shoreline PERMIT
IP-SC-2017-13-03630, 03633 and 03634

The City of Madison is hereby granted under Section 30.12(3m), Wisconsin Statutes, a permit to install riprap, a pier and boat ramp on the banks of Lake Wingra, in the City of Madison, Dane County, also described as being in the SE1/4 of the NE1/4 of Section 28, Township 7 North, Range 9 East, subject to the following conditions:

PERMIT

1. You must notify Wendy Peich at phone (608) 275-3481 or email wendy.peich@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 12/14/2020. If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than an additional 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.

8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
12. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken every time you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>140° F) and/or high pressure water,

- OR -

Allow your equipment to **dry thoroughly for 5 days.**

FINDINGS OF FACT

1. The City of Madison has filed an application for a permit for shoreline work on the banks of Lake Wingra, in the City of Madison, Dane County, also described as being in the SE1/4 of the NE1/4 of Section 28, Township 7 North, Range 9 East.

2. Wingra Park Shoreline project includes the placement of riprap and shore stabilization structures, the placement of a 16 x 40 foot permanent pier and a 6 foot wide dolomite step canoe launch.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. Lake Wingra is a navigable water (and no bulkhead exists at the project site.)
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will not impact wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an equivalent analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
8. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 30.12(3m), Wisconsin Statutes and Chapters NR 102, 103, 326, 328 and 329 of the Wisconsin Administrative Code.
9. The structure or deposit will not materially obstruct navigation, will not be detrimental to the public interest and will not materially reduce the flood flow capacity of a stream.
10. The activity will not cause environmental pollution as defined in s. 299.01(4).
11. No material injury will result to the riparian rights of any riparian owners of real property that abuts any water body that is affected by the activity.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or

otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

1. A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed permit or contract is allowed to proceed.
2. A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats.;
3. A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at South Central Region Headquarters, Wisconsin on 12/14/2017.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By Wendy Peich
Wendy Peich
Water Management Specialist



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

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

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahney, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

January 23, 2018

NOTICE OF ADDENDUM
ADDENDUM NO. 1

CONTRACT NO. 8144
WINGRA PARK SHORELINE
CITY OF MADISON
WISCONSIN

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

GENERAL:

The plan set, specifications, and proposal pages have been modified to accommodate elevating the proposed asphalt path approximately 4 inches from the previously proposed elevations. This alters grades adjacent to the path. The asphalt surface has been changed from HMA Pavement Type E-0.3 to Porous Pavement, and limestone shoulders have been added. Raising the path will require removal and replacement of the concrete pad at Station 21+35.00. An H-Inlet has been added to drain a low-point created behind the path.

PROPOSAL ITEMS

The following bid items have been removed, inserted, or revised. The Contractor shall download, or complete, the revised proposal page from <http://www.bidexpress.com>.

- Remove Bid Item 20336 – PIPE PLUG 24”
- Remove Bid Item 50390 – SEWER ELECTRONIC MARKERS
- Add Bid Item 50704 – TYPE “H” INLET

- Add Bid Item 90040 – REMOVE & REPLACE BENCH & CONCRETE PAD

- Remove Bid Item 40201 – HMA PAVEMENT TYPE E-0.3
- Add Bid Item 90041 – POROUS PAVEMENT
- Revise quantities on Bid Items:
 - 20221 – TOPSOIL
 - 20701 – TERRACE SEEDING
 - 20901 – PLANTS
 - 21061 – EROSION MATTING, CLASS 1 URBAN TYPE A
 - 40102 – CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3

SPECIFICATION ITEMS

Insert

BID ITEM 90040: POROUS PAVEMENT

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install 3” depth porous asphalt pavement in accordance with these plans and specifications and applicable provisions of Article 402 Asphalt Construction of the City of Madison Standard Specifications for Public Works Construction.

Porous asphalt mix shall conform to the following:

Crumb Rubber HMA Properties:

- Aggregate properties conforming to current WisDOT standard specifications
- 1-3% of 15 minus granulated rubber (by wt of mix)
- 3-5 lbs high temp fibers per ton mix (rated at minimum 450F flashpoint)
- Asphalt content meeting a range of 5.7-6.0%, 76/28 or equivalent
- 1500 PSI minimum stability
- Air void content range: 15-18%
- 10% Recycled asphalt product

For the Contractors reference, a mix meeting the above specifications or approved Engineer equal is available at DRS Ltd, (608) 274-4932.

METHOD OF MEASUREMENT

Porous Pavement shall be measured by the ton as listed on the proposal page.

BASIS OF PAYMENT

Porous Pavement shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a substantial change, no payment shall be given for changes in quantities listed in proposal. For purposes of this item, “substantial” shall mean changes over 30% of the estimated quantity.

BID ITEM 90041: REMOVE & REPLACE BENCH & CONCRETE PAD

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to carefully remove and store the Deborah Dahl Memorial Bench, and remove and replace the concrete pad on which the bench sits. The pad requires removal due to raising the centerline grades of the asphalt path.

The Contractor shall carefully remove the bench and store it in a manner that prevents damage to the bench. It may be stored on site, away from construction activities.

The Contractor shall fully remove the existing concrete pad. It is assumed the pad is approximately 3 to 5 inches thick, but exact dimensions are unknown. The Contractor shall fully remove all concrete from the project site and dispose of it in an appropriate manner.

Following concrete removal, the Contractor shall replace the concrete pad at grades that tie into the proposed asphalt path. The new pad shall be constructed per Article 303 of the Standard Specifications, including the foundation preparation. The new concrete pad shall have a minimum height of five (5) inches.

When the concrete has cured sufficiently, the Contractor shall reset the memorial bench. The Contractor shall provide an equal or superior anchorage system. No modifications to the bench shall be permitted.

METHOD OF MEASUREMENT

Remove and Replace Bench and Concrete Pad shall be measured as a Lump Sum.

BASIS OF PAYMENT

Remove and Replace Bench and Concrete Pad shall be measured as described above and shall be paid for at the contract unit price which shall be for all work necessary to remove and store the Deborah Dahl Memorial Bench, remove and dispose of the existing concrete pad, import and install sufficient material for an appropriate foundation, replace the concrete pad per Article 303 of the Standard Specifications, and reset the concrete bench.

DRAWING ITEMS

Remove

- D-1
- D-2
- P-1
- P-2
- L-1
- X-1 through X-7

Insert

- D-1: Typical cross-sections showing the asphalt path have been revised.
- D-2: Canoe launch grades have been altered to tie into the revised asphalt path elevations.
- P-1: Grading limits and proposed topographic lines have been altered to show the revised bike asphalt path grading.

- P-2: Grading limits have been altered to show the revised bike path limits.
- X-1 through X-7: Grades have changed slightly to accommodate elevated asphalt path.

END OF REVISION

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

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

<http://www.bidexpress.com>

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

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, rounded letters.

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

12

SECTION E: BIDDERS ACKNOWLEDGEMENT

**WINGRA PARK SHORELINE
CONTRACT NO. 8144**

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 - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE
Vice President

TITLE, IF ANY

Sworn and subscribed to before me this
25th day of January, 2018

Janice Ryan
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 10-21-21
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8144 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

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

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

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

WINGRA PARK SHORELINE
CONTRACT NO. 8144

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Speedway Sand & Gravel Inc.

Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562

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

Contact Person/Title: John Czerepinski, Vice President

Prime Bidder Certification

I, John Czerepinski, Vice President of
Name Title

Speedway Sand & Gravel Inc. certify that the information
Company

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

Janice Ryan
Witness' Signature

[Signature]
Bidder's Signature

January 25, 2018
Date

WINGRA PARK SHORELINE
 CONTRACT NO. 8144
 DATE: 1/25/18

Speedway Sand & Gravel,
 Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10702 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10803 - ROOT CUTTING - I.D.	50.00	\$10.00	\$500.00
10912 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$33,300.00	\$33,300.00
20109 - FINISH GRADING - LUMP SUM	1.00	\$6,000.00	\$6,000.00
20217 - CLEAR STONE - TON	50.00	\$25.00	\$1,250.00
20221 - TOPSOIL - S.Y.	2488.00	\$5.50	\$13,684.00
20228 - MEDIUM RIPRAP - GLACIAL FIELD STONE - TON	223.00	\$111.00	\$24,753.00
20401 - CLEARING - I.D.	11.00	\$50.00	\$550.00
20406 - GRUBBING - I.D.	35.00	\$50.00	\$1,750.00
20701 - TERRACE SEEDING - S.Y.	2415.00	\$2.80	\$6,762.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$500.00	\$2,500.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$300.00	\$300.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$1,500.00	\$1,500.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	100.00	\$6.00	\$600.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	100.00	\$1.00	\$100.00
21022 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN - L.F.	200.00	\$2.50	\$500.00
21023 - SILT FENCE - REMOVE & RESTORE - L.F.	200.00	\$1.00	\$200.00
21056 - INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL - EACH	7.00	\$170.00	\$1,190.00
21057 - INLET PROTECTION, TYPE D HYBRID - MAINTAIN - EACH	21.00	\$70.00	\$1,470.00
21058 - INLET PROTECTION, TYPE D HYBRID - REMOVE - EACH	7.00	\$50.00	\$350.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	2488.00	\$2.90	\$7,215.20
21093 - TURBIDITY BARRIER - COMPLETE - L.F.	475.00	\$25.00	\$11,875.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	38.00	\$1.00	\$38.00
50405 - 24 INCH TYPE 1 RCP STORM SEWER PIPE - L.F.	38.00	\$137.25	\$5,215.50
50465 - 24 INCH RCP AE - EACH	1.00	\$1,255.00	\$1,255.00
50741 - TYPE "H" INLET - EACH	1.00	\$2,700.00	\$2,700.00
50801 - UTILITY LINE OPENING (ULO) (UNDISTRIBUTED) - 20221	1.00	\$750.00	\$750.00
90030 - LAKE CONTROL - LUMP SUM	1.00	\$1,000.00	\$1,000.00
90032 - ENCAPSULATED SOIL LIFTS - L.F.	151.00	\$205.00	\$30,955.00
90033 - LIMESTONE STEPS - L.F.	15.00	\$623.00	\$9,345.00
90037 - CONSTRUCTION FENCING - L.F.	600.00	\$4.25	\$2,550.00
90038 - 2018 LANDSCAPE MAINTENANCE - LUMP SUM	1.00	\$1,860.00	\$1,860.00
90040 - POROUS PAVEMENT - TON	29.00	\$250.00	\$7,250.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	50.00	\$4.00	\$200.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	4.00	\$15.00	\$60.00
20901 - PLANTS - EACH	2962.00	\$3.63	\$10,752.06
20970 - DROUGHT WATERING - EACH	5.00	\$370.00	\$1,850.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	120.00	\$24.00	\$2,880.00
90031 - CONCRETE BLOCK CANOE LAUNCH - S.F.	250.00	\$60.00	\$15,000.00
90034 - REMOVE EXISTING BOARDWALK - LUMP SUM	1.00	\$1,200.00	\$1,200.00
90035 - BOARDWALK REPLACEMENT - LUMP SUM	1.00	\$40,000.00	\$40,000.00
90036 - RESET EXISTING LIMESTONE BLOCKS - LUMP SUM	1.00	\$2,000.00	\$2,000.00
90039 - 2019 LANDSCAPE MAINTENANCE - LUMP SUM	1.00	\$1,860.00	\$1,860.00
90041 - REMOVE & REPLACE BENCH & CONCRETE PAD - LUMP SUM	1.00	\$2,000.00	\$2,000.00
44 Items	Totals		\$258,069.76



Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
608 264 9275 FAX
1 866 704 2315 Textnet

608 266 4751

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

Principal Engineers
Michael R. Dalley, P.E.
Christina M. Bachmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.

Operations Supervisor
Kathleen M. Cryan

Hydrogeologist
Joseph L. DeMorett, P.G.

GIS Manager
David A. Davis, R.L.S.

Financial Officer
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 America

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, 2016 through January 31, 2018.

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.

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

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

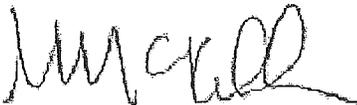
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

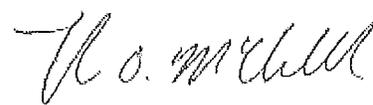
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of August, A.D. 2015.

ATTEST:

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



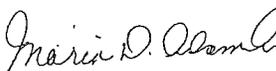
By: 
Secretary
Michael McKibben


Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 24th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16 day of November, 2015.



Michael Bond, Vice President



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

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

Assistant City Engineer
Michael R. Dalley, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahmey, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

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

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

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

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

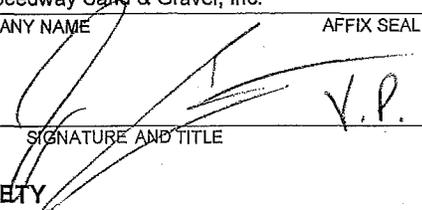
This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall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

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

PRINCIPAL

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL

11-16-2017
DATE

By:  V.P.
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

11-16-2017
DATE

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

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

11-16-2017
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

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

608-252-9674
TELEPHONE NUMBER

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

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

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

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

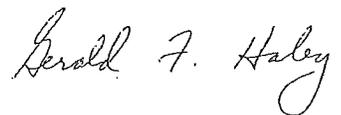
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of April, A.D. 2017.

ATTEST:

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



By: 
Secretary
Michael McKibben


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

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

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





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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



Michael Bond, Vice President

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 28 day of February in the year Two Thousand and Eighteen between SPEEDWAY SAND & GRAVEL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted FEBRUARY 27, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

WINGRA PARK SHORELINE CONTRACT NO. 8144

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 TWO HUNDRED FIFTY-EIGHT THOUSAND SIXTY-NINE AND 76/100 (\$258,069.76) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), 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.

**WINGRA PARK SHORELINE
CONTRACT NO. 8144**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

[Signature] 2/28/18
Witness Date
[Signature] 2/28/18
Witness Date

SPEEDWAY SAND & GRAVEL, INC.

[Signature] 2/28/18
Company Name President Date
[Signature] 2/28/18
Secretary Date

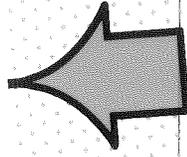
CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director
Signed this 15th day of March, 20 18
[Signature]
Witness
[Signature]
Witness

[Signature]
City Attorney
[Signature] 15 March 2018
Mayor Date
[Signature] 3-6-2018
City Clerk Date



SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO HUNDRED FIFTY-EIGHT THOUSAND SIXTY-NINE AND 76/100 (\$258,069.76)** 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:

**WINGRA PARK SHORELINE
CONTRACT NO. 8144**

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 28 day of February, 2018

Countersigned:

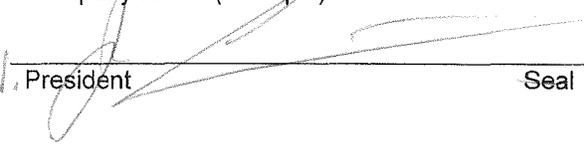


Witness


Secretary

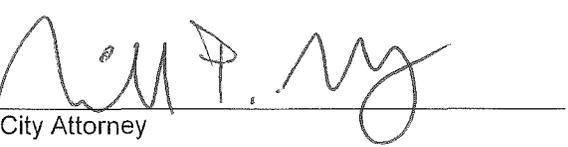
SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)


V. President

Seal *WA*

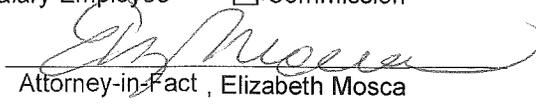
Approved as to form:


City Attorney

Fidelity and Deposit Company of Maryland

Surety Seal

Salary Employee Commission

By 
Attorney-in-Fact, Elizabeth Mosca

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 12305256 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

February 28, 2018
Date


Agent Signature



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

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

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

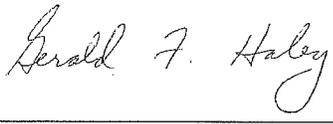
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of April, A.D. 2017.

ATTEST:

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



By: 
Secretary
Michael McKibben


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

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

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



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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of February, 2018.



Michael Bond, Vice President

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

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