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BID OF VEIT & COMPANY, INC.

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SPRING HARBOR DREDGING 2022

CONTRACT NO. 9433

PROJECT NO. 12916

MUNIS NO. 12916,12727

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 20, 2022

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

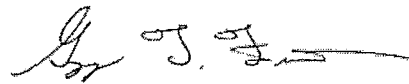
**SPRING HARBOR DREDGING 2022
CONTRACT NO. 9433**

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This Proposal, and Agreement have
been prepared by:

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



_____ for:
Kathy Cryan, Interim Engineering Manager

RFP: CW

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SPRING HARBOR DREDGING 2022
CONTRACT NO.:	9433
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	7/28/2022
BID SUBMISSION (2:00 P.M.)	8/4/2022
BID OPEN (2:30 P.M.)	8/4/2022
PUBLISHED IN WSJ	7/21/2022 & 7/28/2022

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like

functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant

and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

SPRING HARBOR DREDGING 2022 CONTRACT NO. 9433

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

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104: SCOPE OF WORK

The Contractor shall dredge/excavate, load, and haul a total of approximately 4,300 cubic yards of sediment out of Spring Harbor, the man-made harbor located on Lake Mendota, accessible via the Spring Harbor Boat Launch located at 5218 Lake Mendota Drive. The intent of the dredging is to remove sediment that has been deposited by the existing storm outfall to deepen the harbor to a typical harbor depth of 841.6.

The Contractor is made aware that the sediment being removed from Spring Harbor has been determined to be contaminated by the WDNR. If the Contractor proposes to create a road as part of the dredging plan, they are made aware that if the rock used in creating the road is intermixed with the dredge sediment the WDNR will likely consider the rock now contaminated. If this method is used, the Contractor shall be responsible for all costs associated with management of the additional material including but not limited to hauling, dewatering, drying, disposal and all other incidental issues related to the additional disposal of materials used for road. Regardless of the dredge method used, the Contractor shall be responsible to repair any damaged shoreline, concrete boat launch, pier abutment wall, at no extra cost to the City.

Currently, sediment depths as shown on cross sections are approximately between 842.5 and 847.5 as our desired dredge elevation is 841.6 this results in between 1' and 6' depth of dredged sediment to be removed by the Contractor as part of this contract. The summer minimum water elevation of Lake Mendota is 849.6 feet NGVD29 Datum.

The Contractor shall haul the material dredged from Spring Harbor using sealed, water tight trucks to the Madison Metropolitan Sewerage District (MMSD) drying bed, unload, dewater and manage the materials, re-load upon sufficient drying time and, haul and unload the dry dredged material at the Dane County Landfill. Dewatered sediment shall be dried to meet Dane County Requirements, including passing the test for free liquids (<https://www.epa.gov/hw-sw846/sw-846-test-method-9095b-paint-filter-liquids-test>).

The Contractor shall determine and submit a dredging means and methods plan to the City Engineer for review and approval. The Contractor is notified that hydraulic dredging and dewatering at Spring Harbor shall not be allowed.

The Contractor is encouraged to view Spring Harbor and the MMSD drying bed prior to bidding to become familiar with the existing conditions.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Project Manager reserves the

right to increase or decrease the quantities of any items of work including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

All bid items listed in the proposal page shall be paid for at the quantity listed in the proposal page, and shall not be measured in the filed unless otherwise indicated in these special provisions, or there is a significant change approved by the Project Manager. Bid items that are not used may be eliminated.

SECTION 104.10: CLEAN UP

The Contractor shall be responsible for daily cleanup of work area every day, per the standard specifications. The Contractor shall use caution and be required to immediately clean the spillage of any earth or other materials, including tracking, onto street right-of-way. Clean Up shall be incidental to Bid Item 21013 – STREET SWEEPING.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall attend a pre-construction meeting prior to the start of construction. The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, fences, retaining walls, existing utilities, concrete curb, sidewalk, asphalt pavement and other facilities that are in the area to remain. The Contractor, in performing work related to the contract, shall be held responsible for any damage done with their work or by work performed by their subcontractor. Damage to these items during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications.

The Contractor shall use care around all existing trees. All trees shall be preserved and shall not be cut without the approval of the Engineer.

The boat launch will be closed during the length of the dredging operations at the Spring Harbor site.

Contractor shall confine their operations to work areas indicated on the plans and right-of-way. Contractor shall not trespass. If use of the shore to anchor sediment control devices is needed the Contractor shall coordinate with the individual property owners prior to the installation. Any damage to private property caused by access shall be restored in kind by Contractor at Contractor's expense. Contractor may NOT store materials, or stage equipment on private property.

The Spring Harbor Park Public Boat Launch and the Spring Harbor Beach Public Parking Lot can be used for staging. The Contractor is alerted that very little additional space is available within the project grading limits for material storage, staging, and other uses. Contractor may stage equipment, stockpile and store materials within the areas indicated in these special provisions.

The Contractor to note, the Spring Harbor Public Boat Launch asphalt will be repaired by the City after this dredging project is complete. Therefore, temporary methods of repair of damaged asphalt to be determined and approved by the Construction Engineer will be permitted and are incidental to Bid Item 90001 – Dredge and Haul Material to MMSD Drying Bed. Any damage shall be repaired by the Contractor in kind and per the Standard Specifications and considered incidental to this contract. The Contractor and Construction Engineer shall take photos of the boat launch and beach parking lot immediately before construction begins and after dredging is completed and materials are hauled to MMSD in order to document asphalt conditions.

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for

professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this contract, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

Dredging at Spring Harbor shall be approximately 50' wide (25' on either side of the channel centerline) public waterway, extending from Lake Mendota to the public boat launch. The dredging shall continue within approximately 20' wide (10' on either side of the channel centerline) from the public boat launch to the stormwater outfall. This dredge shall not extend toward the shoreline or inside the private pier line unless otherwise directed by the Construction Engineer.

SECTION 105.13 ORDER OF COMPLETION

The order of doing the work is subject to the review of the City Engineer. Prior to beginning construction operations, the Contractor shall submit to the City a detailed construction schedule showing the sequence and anticipated dates of all construction operations.

All of the dredged material shall be dewatered, meeting the criteria described in this contract, and completely removed from the MMSD drying bed and delivered to the Dane County Landfill by September 15, 2023.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTIONS

The Contractor shall be responsible for setting all lines and/or grades required to complete the work for the Spring Harbor Dredge. Any questions regarding the layout and staking of this project should be directed to the Construction Engineer. Surveys, Points, and Instructions shall be incidental to Bid Item 90002-CONSTRUCTION SURVEYING.

107.4 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall be responsible for meeting all requirements in Article 107.4. Contractor's Liability Insurance in accordance with the latest edition of the Standard Specifications for Public Works Construction. For this contract, in addition to listing the City of Madison, its officers, officials, agents and employees as additional insureds on the Contractor's General Liability policy, the Contractor's policy shall also list the Madison Metropolitan Sewerage District as an additional Insured under 107.4(b) General Liability.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

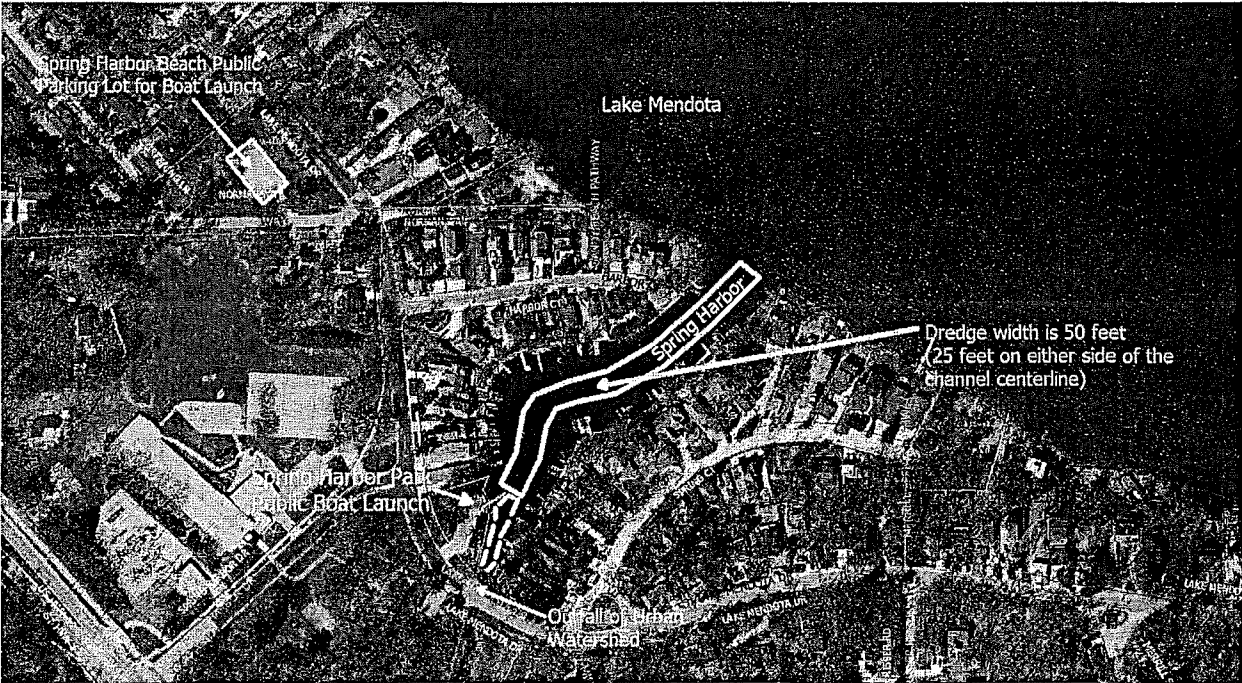
Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and

maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Any traffic control may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control.

The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures. All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Contact Tom Mohr, City of Madison Traffic Engineering, at TMohr@cityofmadison.com or 608-267-8725 for questions on this spec. The Contractor's equipment can be stored at the Spring Harbor Park Public Boat Launch and at the Spring Harbor Beach Public Parking Lot (see map below). The route the Contractor shall use to haul material out is directly from Spring Harbor Park Public Boat Launch to Spring Harbor Drive to University Avenue.



SECTION 108.2 PERMITS AND LICENSING

The following permits have been applied for and received by the City of Madison. Copies are included in Appendix B. The Contractor shall follow all conditions in the permits included in this document.

- 1. WI-DNR Chapter 30 Individual Permit for Spring Harbor Dredging

The following permit will be obtained by the City of Madison prior to construction:

- 1. City of Madison Erosion Control Permit- Spring Harbor Boat Launch

The Contractor shall follow the below existing permits included in this contract:

1. US Army Corps of Engineers Permit -Spring Harbor is not a Section 10 water, therefore a permit for this project is not required from the Corps. See Appendix B:PERMITS
2. The MMSD drying bed wastewater is covered by MMSD's overall treatment facility WPDES permit No. WI-0036820-04-0. The Contractor shall comply with any and all requirements of this permit. See Appendix B: PERMITS

It shall be the responsibility of the Contractor to obtain any other required permits and to pay all applicable charges and fees associated with these permits. The Contractor shall identify and procure any permits required beyond those applied for by the City for their selected method of dredging. All permit costs shall be considered incidental and shall not be paid separately.

The Contractor shall meet the conditions of all permits and must keep a copy of each permit on site at all times throughout construction. The Contractor shall be required to comply with decontamination requirements for invasive or exotic species as defined by the Wisconsin DNR.

The Contractor shall meet the conditions of the permits involving including properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Project Manager or their designees. This work will be paid for under the appropriate contract bid items, or, if appropriate items are not included in the contract, they shall be paid for as Extra Work. Weekly inspection shall be completed by City Staff.

Article 109.2 PROSECUTION OF WORK

The Contractor shall begin work on this project on **October 1, 2022** to minimize impact on the boating season and in accordance with our WDNR permit. 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 Engineering Division (contact the Project Manager, Carissa Wegner, at (608) 261-9822 or cwegner@cityofmadison.com).

The dredging of material from the harbor shall be completed by March 1, 2023. Between the start of construction and September 15, 2023 the Contractor shall be drying, working material and hauling to the Dane County Landfill. All dredge material as part of this contract shall be removed completely from MMSD by September 15, 2023. **All work under this contract shall be completed by September 15, 2023.**

The Contractor shall limit workdays from 7:00 a.m. to 7:00 p.m., Monday- Saturday per MGO 24.08 3.(f) unless approved by the Project Manager in writing. No work shall be performed on holidays.

SECTION 109.5 METHODS AND EQUIPMENT

The Contractor is encouraged to visit the sites prior to bidding.

The Contractor shall submit a methods and equipment plan for approval by the Project Manager prior to starting construction. The methods and equipment plan shall include information on project staging and phasing, and erosion control implementation plans for both the dredging work in Spring Harbor and the dewatering at MMSD. The methods and equipment plan shall include a plan for the gradual removal of dry sediment to be hauled from MMSD to the Landfill.

The Contractor may set up and stage equipment at the Spring Harbor Public Boat Launch and at the Spring Harbor Beach Public Parking Lot. The Contractor shall notify the Construction Engineer a minimum of 5 business days prior to setting up equipment. The Contractor shall not damage surrounding lawn or landscaping. Any damages to the lawn or landscaping shall be repaired and restored by the Contractor at no extra cost to the City.

The Contractor shall note hydraulic dredging shall not be allowed. The Contractor shall not stage or dewater the dredged sediment at Spring Harbor. All dredged sediment must be directly transported to MMSD.

SECTION 109.7 TIME OF COMPLETION

Spring Harbor dredging: The dredging work shall take place in Spring Harbor on or before October 1, 2022 and shall be completed by March 1, 2023. During this timeline, all of the dredge material that shall be removed from Spring Harbor as part of this contract shall be hauled to and placed at MMSD. **Prior to the Contractor removing equipment from Spring Harbor, the Contractor shall submit a complete CAD survey file, in the coordinate system identified above, that shows completed dredged depths, measured at each cross section as described above.**

The removal of sediment material may not occur from March 1st through June 15th of any year per the WI DNR Individual Permit (see Appendix B: PERMITS).

Dewatering dredged material at MMSD: The Contractor shall be actively dewatering the material dredged from Spring Harbor at MMSD shall begin as soon as the Contractor brings the first truck load of material from Spring harbor to MMSD in approximately October 2022, until the material is dry enough for the Contractor to begin hauling it to the Landfill. The Contractor shall begin hauling dry material from MMSD to the Landfill approximately on or before July 15, 2023.

Hauling dry dredged material from MMSD to Dane County Landfill: The Contractor shall begin hauling dry material from MMSD to the Dane County Landfill as soon as it is dry enough beginning approximately on or before July 15, 2023. The Contractor shall complete the haul dried material from MMSD to the Landfill by September 15, 2023. All material must be removed from MMSD drying bed and placed at the Landfill by September 15, 2023. The Contractor shall sweep to clean MMSD drying bed area and remove all remaining debris from this contract.

SECTION 110.1 MEASUREMENT OF QUANTITIES

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

BID ITEM 10911 – MOBILIZATION

DESCRIPTION

Work under this bid item shall include all of the work and operations necessary for the movement of personnel, equipment, supplied and incidentals to the Spring Harbor project site in accordance with Article 109 of the latest edition of the Standard Specifications for Public Works Contracts.

Mobilization related to dredging and hauling of materials from the Spring Harbor Project site to the MMSD drying bed shall incidental to bid item 90001- DREDGE AND HAUL MATERIAL TO MMSD DRYING BED.

Mobilization related to dewatering sediment at MMSD drying bed shall be included in bid item 90003- DEWATER SEDIMENT AT MMSD.

Mobilization related to hauling the dry material from MMSD and disposing it at the Dane County Landfill shall be included in bid item 90004 - HAULING AND DISPOSAL OF DRY MATERIAL FROM MMSD TO LANDFILL.

No additional compensation shall be provided for re-mobilization or de-mobilization prior to or after the contract completion date regardless of the cause for work to be completed after that date, or if the Contractor decides to suspend work at any time during the project.

METHOD OF MEASUREMENT

Mobilization shall be measured Lump Sum.

BASIS OF PAYMENT

Mobilization shall be paid in accordance with Section 109.14 of the Standard Specifications.

BID ITEM 21013 - STREET SWEEPING

DESCRIPTION

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Project Manager and shall remove all loose material to the satisfaction of the Project Manager. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

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

DESCRIPTION

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

BID ITEM 21027– EROSION BALES- COMPLETE

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals necessary for the Contractor to install, maintain, and remove erosion bales in accordance with the City of Madison Standard Specifications for Public Works Construction at the MMSD drying bed.

BID ITEM 21049 – INLET PROTECTION, RIGID FRAME- PROVIDE AND INSTALL

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals necessary for the Contractor to provide and install four (4) inlet protection, rigid frame in accordance with the City of Madison Standard Specifications for Public Works Construction along Spring Harbor Drive. Inlet locations will be provided by the Project Manager prior to construction.

BID ITEM 21050 – INLET PROTECTION, RIGID FRAME- MAINTAIN

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals necessary for the Contractor to maintain four (4) inlet protection, rigid frame installed by the Contractor in accordance with the City of Madison Standard Specifications for Public Works Construction along Spring Harbor Drive.

BID ITEM 21051 – INLET PROTECTION, RIGID FRAME- REMOVE

DESCRIPTION

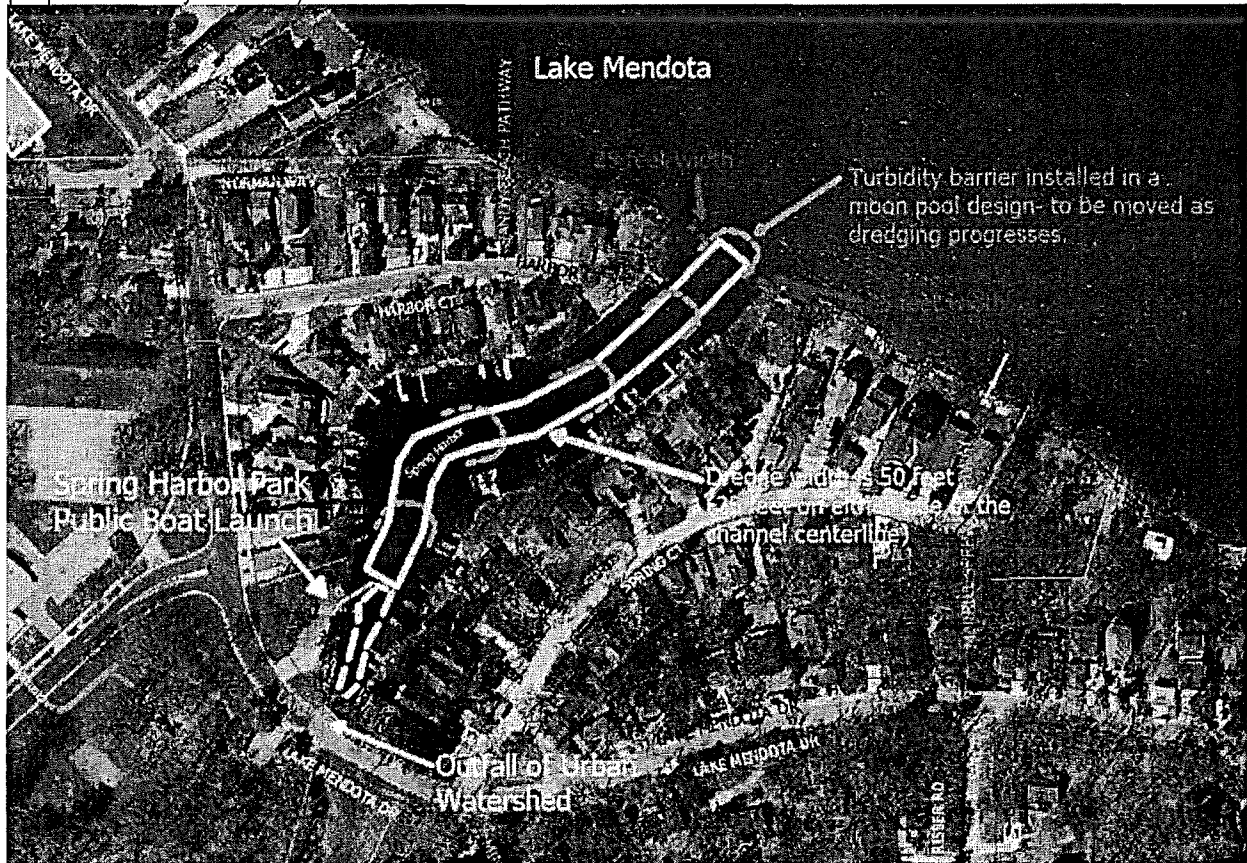
Work under this bid item shall include all work, materials, labor, and incidentals necessary for the Contractor to remove four (4) inlet protection, rigid frame installed by the Contractor in accordance with the City of Madison Standard Specifications for Public Works Construction along Spring Harbor Drive.

BID ITEM 21093 -TURBIDITY BARRIER- COMPLETE

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, relocate turbidity barrier in accordance with the City of Madison Standard Specifications for Public Works Construction. The Contractor shall note that anchoring barriers to docks or private property is not permitted unless they have the express approval by the property owner.

Note that the WNDR has recommended the use of a turbidity barrier, installed in a moon pool design (see below) as dredging progresses. Depending on the flow/force of the water, the Contractor may need to adjust the bottom of the turbidity barrier. All applicable sections of WI DNR Conservation Practice Standard 1069 – Turbidity Barrier shall apply (note that this won't be installed per the tech standard because of the perpendicularity to water).



The turbidity barrier shall be placed in a way to ensure boat traffic through the channel during construction. Materials, anchoring, and turbidity install methods shall be included in Means and Methods plan.

METHOD OF MEASUREMENT

The plan quantity for turbidity barrier is based on linear foot as listed on the Proposal Page, including installation, removal, and relocation as the project progresses. The Contractor shall not be paid extra for additional turbidity barrier that is damaged, etc. Bid quantities as listed in the Proposal Page, include the longest segment of turbidity barrier required for the half-moon placement as shown above.

BASIS OF PAYMENT

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

BID ITEM 90001 - DREDGE AND HAUL MATERIAL TO MMSD DRYING BED

DESCRIPTION

Work under this bid item shall include all necessary mobilizations, work, labor and incidentals required to dredge, load, haul, and unload approximately 4,300 cubic yards of sediment shown on the plans in this contract from Spring Harbor to the MMSD drying bed.

Note: The cubic yard quantity is based solely on volume computations in CAD, and material removed will not be surveyed. The Contractor is expected to dredge to the elevation 841.6 regardless of expanding or shrinking soils and move all material from the Spring Harbor channel to the MMSD dewatering site. The City will not pay the Contractor more if the soil expands, or pay the Contractor less once the soil shrinks from being dewatered.

The dredge quantities for this contract have been calculated by subtracting digital CAD terrain models of the existing and proposed surfaces and sub surfaces. Material quantities have been estimated from these models. No shrinkage or expansion factor has been applied to quantities to estimate net volume. The excavation quantities have been calculated to meet the proposed final grades, and does not include grading to construct the temporary access roads or dredge haul routes.

The Contractor is responsible to review attached cross sections. Three-dimensional CAD files containing the digital terrain models used for the earthwork calculations are available. No additional compensation will be given for shrinkage or expansion of material. It shall be assumed that the volume identified in the proposal page is accurate, regardless of expansion or shrinkage of soils and shall be the Contractor's responsibility to submit bid pricing reflecting anticipated shrinkage and expansion of soils.

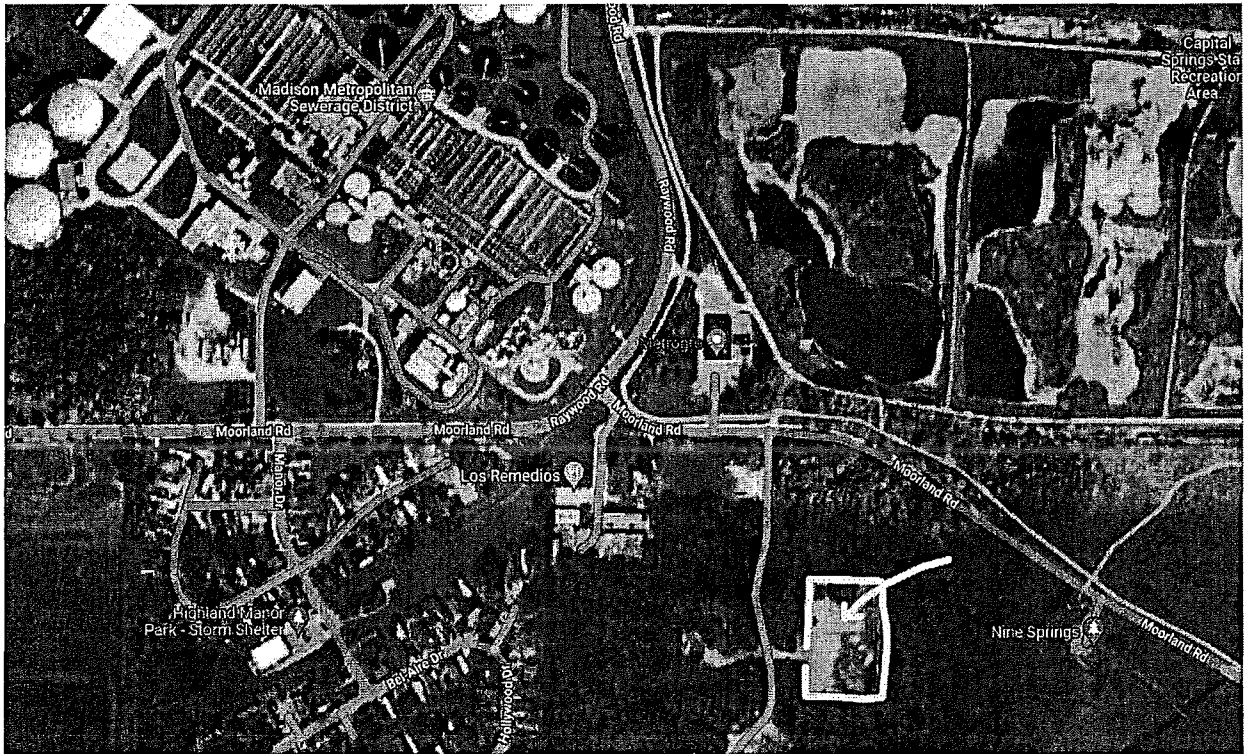
Currently, sediment depths as shown on cross sections are approximately between 842.5 and 847.5 requiring between 1' and 6' depth of dredged sediment to be removed by the Contractor. The summer minimum water elevation of Lake Mendota is 849.6 feet NGVD29 Datum.

All costs related to dredging, regardless of method used, shall be included with this bid item, and no separate payment shall be made for facilitating access, temporary fills, barges, etc.

The Contractor shall note hydraulic dredging shall not be allowed. The Contractor shall not stage or dewater the dredged sediment at Spring Harbor. All dredged sediment must be directly transported to MMSD.

The Contractor shall note that the Lake Mendota water level is often well above the winter minimum. The Contractor may need to manage lake ice to maintain access to dredging area. No separate payment shall be made for management of ice. Lake level data is available through Dane County's website at: <https://lwr.d.countyofdane.com/lake-levels>.

Dredged materials shall be hauled in water-tight, sealed trucks to the Madison Metropolitan Sewerage District (MMSD) drying bed, located southeast of the 1610 Moorland Rd MMSD treatment facility, off Moorland Road (see map below).



The Construction Engineer shall be notified 48 hours prior to hauling the first truck of material to MMSD. The Contractor shall coordinate access to the drying beds and placement of the material with MMSD. The MMSD drying bed Primary contact is: Ross Hollfelder (608) 609-7725; Secondary contact is: Erik Rehr (608) 514-3126.

The Contractor is made aware that the sediment being removed from Spring Harbor has been determined to be contaminated by the WDNR. If the Contractor proposes to create a road as part of the dredging plan, they are made aware that if the rock used in creating the road is intermixed with the dredge sediment the WDNR will likely consider the rock now contaminated. If this method is used, the Contractor shall be responsible for all costs associated with management of the additional material including but not limited to hauling, dewatering, drying, disposal and all other incidental issues related to the additional disposal of materials used for road. Regardless of the dredge method used, the Contractor shall be responsible to repair any damaged shoreline, concrete boat launch, pier abutment wall, at no extra cost to the City.

All costs related dredging, regardless of method used, shall be included with this bid item, and no separate payment shall be made for facilitating access, temporary fills, barges, etc. Contractor may elect to accomplish dredging by placement of temporary fill into the lake in order to create a dredge access road, however no separate payment shall be made for construction of temporary access roads - costs for contractor's access shall be included with cost for dredging. Only clear stone will be allowed to be placed in the lake for any temporary fills, however Bid item 20217 Clear Stone is intended to cover only clear stone used for erosion control, not clear stone used for temporary dredging access roads. Contractor shall include costs for any clear stone used for temporary dredging access with this dredging bid item as well as any and all other costs to address the disposal of said stone should it be determined to be "contaminated" by the WDNR as noted above. The alignment of any temporary access road is subject to the review of the City, DNR, and US Army Corps of Engineers.

If clear stone is being used for temporary dredge access, the Contractor is required to separate this out from the dredged material, dispose of at the Contractor's expense, and cannot be dried at the MMSD drying bed.

Mobilization related to setting up construction activities at Spring Harbor is incidental to Bid Item 10911 – MOBILIZATION.

Mobilization for all dewatering activities at the MMSD drying bed is incidental to Bid Item 90003- DEWATER AT MMSD.

All work required for dewatering shall be paid under Bid Item 90003– DEWATER SEDIMENT AT MMSD.

All work required to re-load dry material at MMSD, haul to, and unload the dry material at the Landfill shall be paid under Bid Item 90004 - HAULING AND DISPOSAL OF DRY MATERIAL FROM MMSD TO LANDFILL.

METHOD OF MEASUREMENT

Dredge and Haul Material to MMSD Drying Bed as described above shall be measured by Cubic Yards as listed on the Proposal Page. NOTE: The measured cubic yard quantity (4,300 CY) of sediment in Spring Harbor to be dredged in this contract is based on CAD surface model volume calculations.

This bid item shall not be paid for surveyed dredged materials only plan quantity. The Contractor will not be paid extra if the soil expands, or paid less once the soil shrinks from being dewatered.

Provided documentation in accord with the surveying requirements (bid item 90002) is provided, and provided the limits of dredge are not expanded by mutual agreement between the Contractor and the City, the contract quantity shall be the paid quantity.

Material expansion or shrinkage are not factored into this quantity and will not be paid separately. No change in the bid price shall be approved should this item be increased or decreased beyond the specifications in Section 104 in the Standard Specifications and these Special Provisions.

BASIS OF PAYMENT

Dredge and Haul Material to MMSD Drying Bed shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as set forth in the description. Partial payments may be approved reflective of the amount of material dredged from the harbor. 25% of payment will be withheld until the City receives the final survey showing plan depths are met.

BID ITEM 90002 – CONSTRUCTION SURVEYING

DESCRIPTION

This item shall be used to confirm dredge depths are met on a cross section basis. The City shall provide to the contractor a GPS coordinate file that will provide proposed excavation points that can be used for GPS enabled construction equipment. The Contractor shall be responsible for surveying needed to achieve the grades shown on the plans, or as field changes directed by the Project Manager. A Civil 3D 2020 (.dwg) file will be provided. The Contractor shall be responsible for configuring the Civil 3D file to a usable format in order to create nodes, alignments, or other useful data to facilitate surveying and staking.

As the Contractor believes they have completed excavation/dredging on a section by section basis, this item shall be used by the Contractor to verify that the requested dredge depths have been reached.

The Contractor shall gently allow a survey rod with a 6" diameter disc attached to the bottom of rod to settle to the bottom of the harbor at the five (5) inflection points of the trapezoidal channel being excavated. The elevation of the five (5) inflection points shall be provided to the Construction Engineer and shall be compared to the design depth on each cross section provided in the plan set.

The elevation surveyed shall be within 0.2 feet of the design depth or the area shall continue to be excavated until a survey depth meeting the above specification can be documented.

Prior to removing dredging equipment from the harbor, the Contractor shall be responsible for setting and verifying grades within the dredge area at Spring Harbor as required to control the work to the satisfaction of the Project Manager.

The Contractor shall use the established horizontal and vertical control points as provided by the City of Madison. If GPS is used to establish vertical and horizontal control, the Contractor shall provide a check on accuracy by checking established control locations. If vertical control is established using GPS, the vertical control must be distributed across the site using conventional level circuits. Construction surveying shall be done in WISCRS. The vertical datum for the project is the Dane NAD 83 (1991) – USF, Projection: LM1SP Datum: Harn/WI.

City Engineering reserves the right to complete additional independent survey to confirm the accuracy of the data being provided by the Contractor for quality control.

Prior to the Contractor removing equipment from the site, the Contractor shall submit a complete CAD survey file, in the coordinate system identified above, that shows completed dredged depths, measured at each cross section as described above.

Any additional dredging needed based on construction surveying results shall be done within the approved construction schedule timeframe.

METHOD OF MEASUREMENT

Construction Surveying shall be measured as Lump Sum as completed in the field.

BASIS OF PAYMENT

Construction Surveying, as measured above shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90003- DEWATER SEDIMENT AT MMSD

DESCRIPTION

Work under this bid item shall include all mobilizations, labor, equipment, and incidentals required dewater sediment at the Madison Metropolitan Sewerage District's East Drying Bed (MMSD). This bid item shall include any and all work including any material moving, working, handling of dredged sediment materials as necessary for dewatering. Double handing of materials shall be anticipated and shall be included in this bid item. NOTE: Only dredged sediment shall be dewatered at MMSD. Clear stone shall not be permitted in the MMSD drying bed.

The Contractor shall provide a dewatering plan in the Methods and Methods plan to the Construction Engineer for approval prior to commencing dredging as identified in Section 109.5 of these Special Provisions. The Contractor shall include a dewatering timeline in the Construction Schedule for approval by the Project Manager prior to beginning dredging work

At a minimum, material shall be worked or rotated 2x weekly or more at the Contractor's discretion to facilitate drying. The Contractor shall work the material such that "cells" of material are dried and made available for loading, hauling and disposal at the Dane County Landfill. The Contractor may keep equipment needed to work the dredged materials on site at the MMSD drying bed. Equipment stored at MMSD shall be stored on a paved surface or Contractor made stone pad to minimize soil migration from unimproved areas. Material dewatering as part of this contract dewatering at MMSD may need to be moved within the MMSD drying bed by the Contractor periodically to make room for new material arriving to the drying bed from other projects.

Dewatered sediment shall be dried to meet Dane County Requirements, including passing the test for free liquids (<https://www.epa.gov/hw-sw846/sw-846-test-method-9095b-paint-filter-liquids-test>).

All Mobilization related to dewatering shall be incidental to this Bid Item.

All Spring Harbor material shall be dry enough to be removed from MMSD and hauled to the Dane County Landfill by September 15, 2023.

METHOD OF MEASUREMENT

Dewater Sediment at MMSD shall be measured by Cubic Yards as listed on the proposal Page. No adjustment has been made to the quantity for shrink or swell or water content in the sediments in place or the additional water that will be carried as a result of the dredging. The Contractor will not be paid extra if the soil expands, or paid less once the soil shrinks from being dewatered.

BASIS OF PAYMENT

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

BID ITEM 90004- HAULING AND DISPOSAL OF DRY MATERIAL FROM MMSD TO LANDFILL

DESCRIPTION

This bid item shall include all mobilizations, labor, materials, and vehicles necessary for re-loading dry material in water-tight, sealed trucks, hauling the material from the MMSD drying bed to the Dane County Sanitary Landfill located at 7102 US-12 Madison, WI 53718. This bid item shall include the unloading of, and disposal of the material at the Landfill.

The Project Manager shall be notified 48 hours prior to hauling the first truck of material to the Landfill. The Contractor shall coordinate access and placement of the material with the Landfill. The Contractor will be provided contact information for the Dane County Landfill.

Mobilization for this work shall be incidental to this bid item.

The methods and equipment plan shall include a plan for the gradual removal of dry sediment to be hauled from MMSD to the Landfill.

The Landfill has the following criteria for accepting material: Maximum quantity of dried material hauled at a time from MMSD to Dane County landfill is 15 trucks per day at 15 CY per truck (225 CY) per day. The Material shall be dry enough and shall pass the paint filter test <https://www.epa.gov/hw-sw846/sw-846-test-method-9095b-paint-filter-liquids-test> which is a test for free liquids. To avoid traffic jams and long waits at the weigh stations, a possibility is weighing 1 or 2 of 15 trucks per day coming in from MMSD.

The Contractor shall note the Landfill's hours of operation:

Hours: Tuesday	7AM-2:45PM
Wednesday	7AM-2:45PM
Thursday	7AM-2:45PM
Friday	7AM-2:45PM
Saturday	8-10:45AM
Sunday	Closed
Monday	7AM-2:45PM

Once all material has been removed from the MMSD drying bed the site shall be restored as directed by the Project Manager.

Mobilization for this work shall be paid under Bid Item 10911 –MOBILIZATION.

METHOD OF MEASUREMENT

Hauling and Disposal of Dry Material from MMSD to Landfill, as described above shall be measured by Cubic Yards as listed on the Proposal Page.

BASIS OF PAYMENT

Hauling and Disposal of Dry Material from MMSD to Landfill, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

END OF SPECIAL PROVISIONS



Department of Public Works
Engineering Division
Kathy Cryan, Interim Engineering Manager

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www.cityofmadison.com/engineering

Deputy City Engineer
Gregory T. Fries, P.E.

Principal Architect 2
Bryan Cooper, AIA

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

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.

Financial Manager
Steven B. Danner-Rivers

August 1, 2022

**NOTICE OF ADDENDUM
ADDENDUM 1**

**CONTRACT NO. 9433
SPRING HARBOR DREDGING 2022**

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

SECTION D: SPECIAL PROVISIONS

- REPLACE BID ITEM 9004 – HAULING AND DISPOSAL OF DRY MATERIALS FROM MMSD TO LANDFILL WITH THE FOLLOWING:

BID ITEM 90004- HAULING AND DISPOSAL OF DRY MATERIAL FROM MMSD TO LANDFILL

DESCRIPTION

This bid item shall include all mobilizations, labor, materials, and vehicles necessary for re-loading dry material in water-tight, sealed trucks, hauling the material from the MMSD drying bed to the Dane County Sanitary Landfill located at 7102 US-12 Madison, WI 53718. This bid item shall include the unloading of, and disposal of the material at the Landfill.

The Project Manager shall be notified 48 hours prior to hauling the first truck of material to the Landfill. The Contractor shall coordinate access and placement of the material with the Landfill. The Contractor will be provided contact information for the Dane County Landfill.

Mobilization for this work shall be incidental to this bid item.

The methods and equipment plan shall include a plan for the gradual removal of dry sediment to be hauled from MMSD to the Landfill.

The Landfill has the following criteria for accepting material: Maximum quantity of dried material hauled at a time from MMSD to Dane County landfill is 15 trucks per day at 15 CY per truck (225 CY) per day. The Material shall be dry enough and shall pass the paint filter test <https://www.epa.gov/hw-sw846/sw-846-test-method-9095b-paint-filter-liquids-test> which is a test for free liquids. To avoid traffic jams and long waits at the weigh stations, a possibility is weighing 1 or 2 of 15 trucks per day coming in from MMSD.

The Contractor shall note the Landfill's hours of operation:

Hours: Tuesday 7AM–2:45PM
Wednesday 7AM–2:45PM
Thursday 7AM–2:45PM
Friday 7AM–2:45PM
Saturday 8–10:45AM
Sunday Closed
Monday 7AM–2:45PM

Once all material has been removed from the MMSD drying bed the site shall be restored as directed by the Project Manager.

Mobilization for this work shall be paid under Bid Item 10911 –MOBILIZATION.

The Contractor SHALL NOT be responsible for tipping fees at the Dane County Landfill. All fees shall be paid by the City of Madison.

METHOD OF MEASUREMENT

Hauling and Disposal of Dry Material from MMSD to Landfill, as described above shall be measured by Cubic Yards as listed on the Proposal Page.

BASIS OF PAYMENT

Hauling and Disposal of Dry Material from MMSD to Landfill, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

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 website 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.



_____ for:
Kathy Cryan, Interim Engineering Manager

CC:
Greg Fries
Bryan Cooper
Chris Petykowski



Department of Public Works
Engineering Division
Kathy Cryan, Interim Engineering Manager
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
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Financial Manager
Steven B. Danner-Rivers

August 2, 2022

**NOTICE OF ADDENDUM
ADDENDUM 2**

**CONTRACT NO. 9433
SPRING HARBOR DREDGING 2022**

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

PAGE A-1, SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

Remove and replace with attached Page A-1.

SECTION D: SPECIAL PROVISIONS

ADD: Article 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on Thursday, September 22, 2022**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday, **September 21, 2022**.

REPLACE: Replace 109.2 PROSECUTION OF WORK as noted below:

Article 109.2 PROSECUTION OF WORK

The Contractor shall begin work on this project on **October 20, 2022** to minimize impact on the boating season and in accordance with our WDNR permit. 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 Engineering Division (contact the Project Manager, Carissa Wegner, at (608) 261-9822 or cwegner@cityofmadison.com).

The dredging of material from the harbor shall be completed by March 1, 2023. Between the start of construction and September 15, 2023 the Contractor shall be drying, working material and hauling to the Dane County Landfill. All dredge material as part of this contract shall be removed completely from MMSD by September 15, 2023, or at a later date as established by the City Engineer, that would correspond with the landfill's ability to manage the materials. **All work under this contract shall be completed by October 31, 2023.**

The Contractor shall limit workdays from 7:00 a.m. to 7:00 p.m., Monday- Saturday per MGO 24.08 3.(f) unless approved by the Project Manager in writing. No work shall be performed on holidays.

REVISE: Replace first sentence in 109.7 TIME OF COMPLETION as noted below:

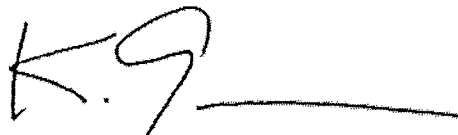
“Spring Harbor dredging: The dredging work shall take place in Spring Harbor on or before **October 20, 2022** and shall be completed by March 1, 2023.”

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 website 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.



Kathy Cryan, Interim Engineering Manager

CC:
Greg Fries
Carissa Wegner
Sarah Lerner

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SPRING HARBOR DREDGING 2022
CONTRACT NO.:	9433
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	8/18/2022
BID SUBMISSION (2:00 P.M.)	8/25/2022
BID OPEN (2:30 P.M.)	8/25/2022
PUBLISHED IN WSJ	7/21/2022, 7/28/2022, 8/4/2022, 8/11/2022, & 8/18/2022

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

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

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

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

STANDARD SPECIFICATIONS

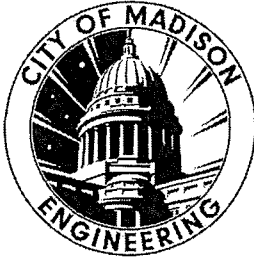
The City of Madison's Standard Specifications for Public Works Construction - 2022 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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



Department of Public Works
Engineering Division
Kathy Cryan, Interim Engineering Manager

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
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Financial Manager
Steven B. Danner-Rivers

August 19, 2022

**NOTICE OF ADDENDUM
ADDENDUM 3**

**CONTRACT NO. 9433
SPRING HARBOR DREDGING 2022**

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

SECTION D: SPECIAL PROVISIONS

The below special provision changes remove requirements to dispose of material to the Dane County Landfill. This material instead, shall be disposed of at the Waste Management Madison Prairie Landfill at 6002 Nelson Rd. Sun Prairie, WI. In addition, the changes also require the Contractor to pay all tipping fees.

REPLACE: Replace Article 104 SCOPE OF WORK as noted below:

Section 104: SCOPE OF WORK

The Contractor shall dredge/excavate, load, and haul a total of approximately 4,300 cubic yards of sediment out of Spring Harbor, the man-made harbor located on Lake Mendota, accessible via the Spring Harbor Boat Launch located at 5218 Lake Mendota Drive. The intent of the dredging is to remove sediment that has been deposited by the existing storm outfall to deepen the harbor to a typical harbor depth of 841.6.

The Contractor is made aware that the sediment being removed from Spring Harbor has been determined to be contaminated by the WDNR. If the Contractor proposes to create a road as part of the dredging plan, they are made aware that if the rock used in creating the road is intermixed with the dredge sediment the WDNR will likely consider the rock now contaminated. If this method is used, the Contractor shall be responsible for all costs associated with management of the additional material including but not limited to hauling, dewatering, drying, disposal and all other incidental issues related to the additional disposal of materials used for road. Regardless of the dredge method used, the Contractor shall be responsible to repair any damaged shoreline, concrete boat launch, pier abutment wall, at no extra cost to the City.

Currently, sediment depths as shown on cross sections are approximately between 842.5 and 847.5 as our desired dredge elevation is 841.6 this results in between 1' and 6' depth of dredged sediment to be removed by the Contractor as part of this contract. The summer minimum water elevation of Lake Mendota is 849.6 feet NGVD29 Datum.

The Contractor shall haul the material dredged from Spring Harbor using sealed, water tight trucks to the Madison Metropolitan Sewerage District (MMSD) drying bed, unload, dewater and manage the

materials, re-load upon sufficient drying time and, haul and unload the dry dredged material at the Waste Management Madison Prairie Landfill. The dewatered sediment shall be dried sufficiently to meet the Madison Prairie Landfill Dredge Acceptance Criteria. Specifically, sediment must be transported in leak-proof and covered trucks and be able to pass the paint filter test prior to disposal.

The Contractor shall determine and submit a dredging means and methods plan to the City Engineer for review and approval. The Contractor is notified that hydraulic dredging and dewatering at Spring Harbor shall not be allowed.

The Contractor is encouraged to view Spring Harbor and the MMSD drying bed prior to bidding to become familiar with the existing conditions.

REPLACE: Replace Section 105.13 ORDER OF COMPLETION as noted below:

SECTION 105.13 ORDER OF COMPLETION

The order of doing the work is subject to the review of the City Engineer. Prior to beginning construction operations, the Contractor shall submit to the City a detailed construction schedule showing the sequence and anticipated dates of all construction operations.

All of the dredged material shall be dewatered, meeting the criteria described in this contract, and completely removed from the MMSD drying bed and delivered to the WM® Madison Prairie Landfill by September 15, 2023.

REPLACE: Replace Article 109.2 PROSECUTION OF WORK as noted below:

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on this project on **October 20, 2022** to minimize impact on the boating season and in accordance with our WDNR permit. 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 Engineering Division (contact the Project Manager, Carissa Wegner, at (608) 261-9822 or cwegner@cityofmadison.com).

The dredging of material from the harbor shall be completed by March 1, 2023. Between the start of construction and September 15, 2023 the Contractor shall be drying, working material and hauling to the Waste Management Madison Prairie Landfill. All dredge material as part of this contract shall be removed completely from MMSD by September 15, 2023, or at a later date as established by the City Engineer, that would correspond with the landfill's ability to manage the materials. **All work under this contract shall be completed by October 1, 2023.**

The Contractor shall limit workdays from 7:00 a.m. to 7:00 p.m., Monday- Saturday per MGO 24.08 3.(f) unless approved by the Project Manager in writing. No work shall be performed on holidays.

REPLACE: Replace Section 109.7 TIME OF COMPLETION as noted below:

SECTION 109.7 TIME OF COMPLETION

Spring Harbor dredging: The dredging work shall take place in Spring Harbor on or before October 20, 2022 and shall be completed by March 1, 2023. During this timeline, all of the dredge material that shall be removed from Spring Harbor as part of this contract shall be hauled to and placed at MMSD. **Prior**

to the Contractor removing equipment from Spring Harbor, the Contractor shall submit a complete CAD survey file, in the coordinate system identified above, that shows completed dredged depths, measured at each cross section as described above.

The removal of sediment material may not occur from March 1st through June 15th of any year per the WI DNR Individual Permit (see Appendix B: PERMITS).

Dewatering dredged material at MMSD: The Contractor shall be actively dewatering the material dredged from Spring Harbor at MMSD shall begin as soon as the Contractor brings the first truck load of material from Spring harbor to MMSD in approximately October 2022, until the material is dry enough for the Contractor to begin hauling it to the Landfill. The Contractor shall begin hauling dry material from MMSD to the Landfill approximately on or before July 15, 2023. The Contractor is responsible for complying with the Madison Prairie Landfill Dredge Acceptance Criteria prior to hauling.

Hauling dry dredged material from MMSD to WM® Madison Prairie Landfill: The Contractor shall begin hauling dry material from MMSD to the WM® Madison Prairie Landfill as soon as it is dry enough beginning approximately on or before July 15, 2023. The Contractor shall complete the hauling of dried material from MMSD to the Landfill by September 15, 2023. All material must be removed from MMSD drying bed and placed at the Landfill by September 15, 2023. The Contractor shall sweep to clean MMSD drying bed area and remove all remaining debris from this contract.

REPLACE: Replace BID ITEM 10911 – MOBILIZATION as noted below:

BID ITEM 10911 – MOBILIZATION

DESCRIPTION

Work under this bid item shall include all of the work and operations necessary for the movement of personnel, equipment, supplied and incidentals to the Spring Harbor project site in accordance with Article 109 of the latest edition of the Standard Specifications for Public Works Contracts.

Mobilization related to dredging and hauling of materials from the Spring Harbor Project site to the MMSD drying bed shall be incidental to bid item 90001- DREDGE AND HAUL MATERIAL TO MMSD DRYING BED.

Mobilization related to dewatering sediment at MMSD drying bed shall be included in bid item 90003- DEWATER SEDIMENT AT MMSD.

Mobilization related to hauling the dry material from MMSD and disposing it at the WM® Madison Prairie Landfill shall be included in bid item 90004 - HAULING AND DISPOSAL OF DRY MATERIAL FROM MMSD TO LANDFILL.

No additional compensation shall be provided for re-mobilization or de-mobilization prior to or after the contract completion date regardless of the cause for work to be completed after that date, or if the Contractor decides to suspend work at any time during the project.

METHOD OF MEASUREMENT

Mobilization shall be measured Lump Sum.

BASIS OF PAYMENT

Mobilization shall be paid in accordance with Section 109.14 of the Standard Specifications.

REPLACE: Replace last paragraph, under subheading DESCRIPTION of BID ITEM 90001 – DREDGE AND HAUL MATERIAL TO MMSD DRYING BED, as noted below:

All work required to re-load dry material at MMSD, haul to, and unload the dry material at the Landfill shall be paid under Bid Item 90004 - HAULING AND DISPOSAL OF DRY MATERIAL FROM MMSD TO LANDFILL.

REPLACE: Replace BID ITEM 90003 – DEWATER SEDIMENT AT MMSD as noted below:

BID ITEM 90003- DEWATER SEDIMENT AT MMSD

DESCRIPTION

Work under this bid item shall include all mobilizations, labor, equipment, and incidentals required dewater sediment at the Madison Metropolitan Sewerage District's East Drying Bed (MMSD). This bid item shall include any and all work including any material moving, working, handling of dredged sediment materials as necessary for dewatering. Double handing of materials shall be anticipated and shall be included in this bid item. NOTE: Only dredged sediment shall be dewatered at MMSD. Clear stone shall not be permitted in the MMSD drying bed.

The Contractor shall provide a dewatering plan in the Methods and Methods plan to the Construction Engineer for approval prior to commencing dredging as identified in Section 109.5 of these Special Provisions. The Contractor shall include a dewatering timeline in the Construction Schedule for approval by the Project Manager prior to beginning dredging work

At a minimum, material shall be worked or rotated 2x weekly or more at the Contractor's discretion to facilitate drying. The Contractor shall work the material such that "cells" of material are dried and made available for loading, hauling and disposal at the Madison Prairie Landfill. The Contractor may keep equipment needed to work the dredged materials on site at the MMSD drying bed. Equipment stored at MMSD shall be stored on a paved surface or Contractor-made stone pad to minimize soil migration from unimproved areas. Material dewatering as part of this contract dewatering at MMSD may need to be moved within the MMSD drying bed by the Contractor periodically to make room for new material arriving to the drying bed from other projects.

Dewatered sediment shall be dried to meet WM® Madison Prairie Landfill dredge acceptance criteria, including:

- a.) Passing the test for free liquids (<https://www.epa.gov/hw-sw846/sw-846-test-method-9095b-paint-filter-liquids-test>)
- b.) Able to support its own weight as well as the weight of material placed over it to ensure landfill airspace buildup and slope stability
- c.) Capable of being worked and managed by the landfill's low ground pressure bulldozers, ie must be stackable and blade-able
- d.) Able to meet minimum unconfined compressive strength of 1,000 psf as demonstrated by ASTM Method D2166

The above requirements, are not inclusive of all required dredge acceptance criteria for the Landfill. The Contractor shall be required to work with the landfill to determine acceptance requirements and any potential stabilization requirements prior to acceptance. The Madison Prairie Landfill Site Engineer can be

reached at 608.837.9031 for further questions.

All Mobilization related to dewatering shall be incidental to this Bid Item.

All Spring Harbor material shall be dry enough to be removed from MMSD and hauled to the WM® Madison Prairie Landfill by September 15, 2023.

METHOD OF MEASUREMENT

Dewater Sediment at MMSD shall be measured by Cubic Yards as listed on the proposal Page. No adjustment has been made to the quantity for shrink or swell or water content in the sediments in place or the additional water that will be carried as a result of the dredging. The Contractor will not be paid extra if the soil expands, or paid less once the soil shrinks from being dewatered.

BASIS OF PAYMENT

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

REPLACE: Replace BID ITEM 90004 – HAULING AND DISPOSAL OF DRY MATERIAL FROM MMSD TO LANDFILL as noted below:

BID ITEM 90004- HAULING AND DISPOSAL OF DRY MATERIAL FROM MMSD TO LANDFILL

DESCRIPTION

This bid item shall include all mobilizations, labor, materials, and vehicles necessary for re-loading dry material in water-tight, sealed trucks, hauling the material from the MMSD drying bed to the WM® Madison Prairie Landfill located at 6002 Nelson Road, Sun Prairie, WI 53590. This bid item shall include the unloading of, and disposal of the material at the Landfill. Analytical test results for the sediment have already been submitted to the landfill to set up a disposal profile form and determine a tipping fee. **The Contractor shall pay all tipping fees.**

The Waste Management Industrial Account Manager is Brian Smith (414.793.0232, bsmith45@wm.com). Questions related to the analytical testing can be directed to Brynn Bemis, City of Madison Engineering (608.695.1385, bbemis@cityofmadison.com).

The Project Manager shall be notified 48 hours prior to hauling the first truck of material to the Landfill. The Contractor shall coordinate access and placement of the material with the Landfill. The Contractor will be provided contact information for the WM® Madison Prairie Landfill .

Mobilization for this work shall be incidental to this bid item.

The methods and equipment plan shall include a plan for the gradual removal of dry sediment to be hauled from MMSD to the Landfill.

Dewatered sediment shall be dried to meet WM® Madison Prairie Landfill dredge acceptance criteria, including:

- a.) Passing the test for free liquids (<https://www.epa.gov/hw-sw846/sw-846-test-method-9095b-paint-filter-liquids-test>)
- b.) Able to support its own weight as well as the weight of material placed over it to ensure landfill airspace buildup and slope stability

- c.) Capable of being worked and managed by the landfill's low ground pressure bulldozers, ie must be stackable and blade-able
- d.) Able to meet minimum unconfined compressive strength of 1,000 psf as demonstrated by ASTM Method D2166

The above requirements, are not inclusive of all required dredge acceptance criteria for the Landfill. The Contractor shall be required to work with the Landfill to determine acceptance requirements and any potential stabilization requirements prior to acceptance.

Once all material has been removed from the MMSD drying bed the site shall be restored as directed by the Project Manager.

Mobilization for this work shall be paid under Bid Item 10911 –MOBILIZATION.

The Contractor SHALL BE responsible for tipping fees at the WM® Madison Prairie Landfill.

METHOD OF MEASUREMENT

Hauling and Disposal of Dry Material from MMSD to Landfill, as described above shall be measured by Cubic Yards as listed on the Proposal Page.

BASIS OF PAYMENT

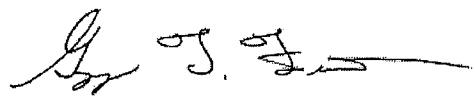
Hauling and Disposal of Dry Material from MMSD to Landfill, as measured above, shall be full compensation for all work, materials and incidentals to complete the work as described above.

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 website 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.


For:
Kathy Cryan, Interim Engineering Manager

CC:
Greg Fries
Carissa Wegner
Sarah Lerner

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE SPRING HARBOR DREDGING 2022

CONTRACT NO. 9433

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 - 2022 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 to the Contract Nos. 1-2-3 through 8/25/22 issued thereto, 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 Veit & Company, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Minnesota 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 (their) behalf; and that the said statements are true and correct.

Brian Volk

SIGNATURE

Brian Volk, Treasurer

TITLE, IF ANY

Sworn and subscribed to before me this 20th day of August, 2022.

Michele J. Block

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 1/31/25

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



Contract 9433 – Veit & Company, 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.

NA

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

CONTRACT NO. 9433

Small Business Enterprise Compliance Report

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

Cover Sheet

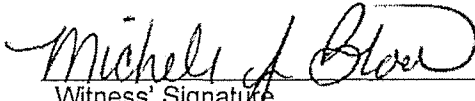
Prime Bidder Information

Company:	Veit & Company, Inc
Address:	14000 Veit Place, Rogers, MN 55374
Telephone Number:	763-428-2242
Fax Number:	763-428-8348
Contact Person/Title:	Andrew Wood / Project Manager

Prime Bidder Certification

Name:	Brian Volk
Title:	Treasurer
Company:	Veit & Company, Inc

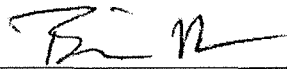
I certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.



Witness' Signature

8/25/22

Date



Bidder's Signature

SPRING HARBOR DREDGING 2022

CONTRACT NO. 9433

DATE: 8/25/22

Veit & Company, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$600.00	\$600.00
10911 - MOBILIZATION - L.S.	1.00	\$51,500.00	\$51,500.00
20217 - CLEAR STONE - TON	40.00	\$36.40	\$1,456.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$1,850.00	\$1,850.00
21013 - STREET SWEEPING - L.S.	1.00	\$6,500.00	\$6,500.00
21024 - SILT SOCK- COMPLETE - L.F.	300.00	\$8.85	\$2,655.00
21027 - EROSION BALES- COMPLETE - L.F.	300.00	\$9.70	\$2,910.00
21049 - INLET PROTECTION, RIGID FRAME- PROVIDE AND INSTALL - EA	4.00	\$850.00	\$3,400.00
21050 - INLET PROTECTION, RIGID FRAME- MAINTAIN - EA	4.00	\$75.00	\$300.00
21051 - INLET PROTECTION, RIGID FRAME- REMOVE - EA	4.00	\$75.00	\$300.00
21093 - TURBIDITY BARRIER - COMPLETE - L.F.	150.00	\$31.05	\$4,657.50
90001 - DREDGE AND HAUL MATERIAL TO MMSD DRYING BED - CY	4300.00	\$60.15	\$258,645.00
90002 - CONSTRUCTION SURVEYING - L.S.	1.00	\$12,050.00	\$12,050.00
90003 - DEWATER SEDIMENT AT MMSD - CY	4300.00	\$9.83	\$42,269.00
90004 - HAULING AND DISPOSAL OF DRY MATERIAL FROM MMSD TO LANDFILL - CY	4300.00	\$73.15	\$314,545.00
15 Items	Totals		\$703,637.50



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

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

Deputy City Engineer
Gregory T. Fries, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
John S. Fahmey, P.E.
Christopher J. Petykowski, P.E.
Janet Schmidt, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

**Land Information &
Official Map Manager**
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Veit & Company, Inc., 14000 Veit Place, Rogers, MN 55374

(a corporation of the State of Minnesota

(individual), (partnership), (hereinafter referred to as the "Principal") and

Western Surety Company, 151 N Franklin St, Chicago, IL 60606

_____ a corporation of the State of South Dakota (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 October 3, 2021 through October 3, 2023.

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.

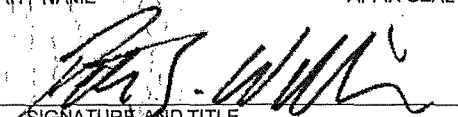
This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall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


Veit & Company, Inc.
COMPANY NAME AFFIX SEAL

10/11/2021
DATE

By: 
SIGNATURE AND TITLE
Peter J. Williams, General Counsel & Secretary
SURETY

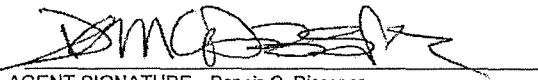
Western Surety Company
COMPANY NAME AFFIX SEAL

October 8, 2021
DATE

By: 
SIGNATURE AND TITLE
Dennis G. Diessner, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 365288 for the year 2021 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

October 8, 2021
DATE


AGENT SIGNATURE Dennis G. Diessner

420 Gateway Boulevard
ADDRESS

Burnsville, MN 55337-2790
CITY, STATE AND ZIP CODE

952-707-8200
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.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)
SS

On the _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me duly sworn, did depose and said that he/she resides in _____ that he/she is a member, manager, or officer of the limited liability company of _____ and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
My commission expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF Hennepin)
SS

On the 11th day of October, 2021, before me personally appeared Peter J. Williams to me known, who being by me duly sworn, did depose and say: that he resides in Champlin, Minnesota that he is the General Counsel/Secretary President of the Veit Company, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Notary Public [Signature]
County, Anoka
My commission expires 1/31/2023

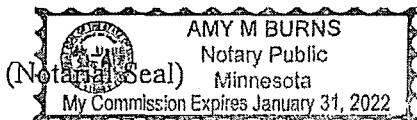


ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)
SS

On the 8th day of October, 2021, before me appeared Dennis G. Diessner to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public [Signature]
County, Hennepin
My commission expires January 31, 2022



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Rebecca Thornburg, Julie Gray, Individually

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of September, 2021.

WESTERN SURETY COMPANY

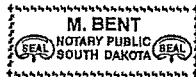


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss.

On this 17th day of September, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of October, 2021

WESTERN SURETY COMPANY



L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)
October 3, 2021 to October 3, 2023
NAME OF SURETY
Western Surety Company
NAME OF CONTRACTOR
Veit & Company, Inc
CERTIFICATE HOLDER
City of Madison, Wisconsin

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

10/11/2021

DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 21st day of September in the year Two Thousand and Twenty-Two between **VEIT & COMPANY, 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 **SEPTEMBER 20, 2022**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

SPRING HARBOR DREDGING 2022 CONTRACT NO. 9433

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 **SEVEN HUNDRED THREE THOUSAND SIX HUNDRED THIRTY-SEVEN AND 50/100 (\$703,637.50)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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.

**SPRING HARBOR DREDGING 2022
CONTRACT NO. 9433**

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

Countersigned:

VEIT & COMPANY, INC.

Company Name




Witness Date 9/21/22



President Date



Witness Date 9/21/22




Secretary Date 9/21/2022

CITY OF MADISON, WISCONSIN

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

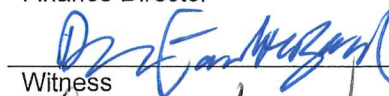
Approved as to form:



Finance Director Date 9/29/22



City Attorney Date 9/29/22



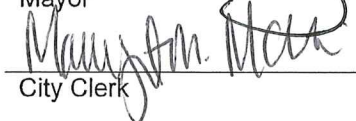
Witness Date 9/29/22



Mayor Date 9/29/2022



Witness Date 9/26/22



City Clerk Date 9/26/22

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we VEIT & COMPANY, INC. as principal, and _____ Western Surety Company Company of _____ South Dakota _____ as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **SEVEN HUNDRED THREE THOUSAND SIX HUNDRED THIRTY-SEVEN AND 50/100 (\$703,637.50)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**SPRING HARBOR DREDGING 2022
CONTRACT NO. 9433**

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 _____ 21st _____ day of _____ September, 2022

Countersigned:

Michelle J. Blum

Witness

[Signature]

Secretary

Approved as to form:

Michael Haas

City Attorney

VEIT & COMPANY, INC.
Company Name (Principal)

[Signature]
President CFO



Western Surety Company

Surety _____ Seal
 Salary Employee Commission

By [Signature]
Attorney-in-Fact Ihab Loubieh

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17305358 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

_____ September 21, 2022
Date

[Signature]
Agent Signature

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

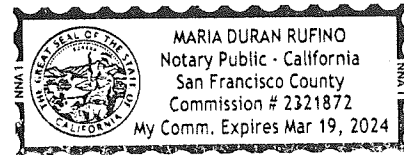
On September 21, 2022 before me, Maria Duran Rufino, Notary Public
(insert name and title of the officer)

personally appeared Ihab Loubieh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *mpdrufino* (Seal)



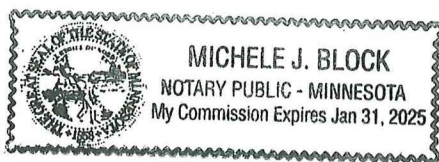


GENERAL CORPORATE ACKNOWLEDGEMENT FORM FOR CORPORATION

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this 21st day of September, 2022, before me personally appeared Steven J Hedtke and Peter J Williams to me personally known who, being duly sworn, did say that they are the Chief Financial Officer and General Counsel & Secretary of Veit & Company, Inc., a corporation; that they are authorized by the corporation's board of directors to execute any and all bonds and contracts involving the City of Madison on behalf of the corporation; that any such instruments bearing their signatures were duly executed on behalf of the corporation; and that all such instruments are the free act and deed of the corporation.

Michele J Block
Notary Public



Veit & Company, Inc.	veitusa.com	14000 Veit Place, Rogers, MN 55374	P: (763) 428-2242	F: (763) 428-6736
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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ihab Loubieh, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21 day of September, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.