

Contract Routing Form

ROUTING: Routine

printed on: 10/02/2018

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

Project: 8250 Sycamore Sanitary Sewer Interceptor Maintenance Access  
 - Phase 1

Contract No.: 8250  
 Enactment No.: RES-18-00680  
 Dollar Amount: 148,318.00

File No.: 52875  
 Enactment Date: 09/28/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10-3-18	10-4-2018
Director of Civil Rights	10-11-18 FNS	10-11-18 FNS
Risk Manager	10-12-18	10-15-18 mcl
Finance Director	10-15-18	10/15/18 mcl
City Attorney	1113 10-16-18	10-22-2018
Mayor	10-22-18	10-23-2018

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

Original + 2 Copies

10/02/2018 11:07:21 enhjf - Theresa Nelson 608-266-4913

Dis Rights: OK (N/A) / Problem - Hold  
 Prev Wage: (AA) Agency / No  
 Contract Value: 148,318  
 AA Plan: Approved  
 Amendment / Addendum #: N/A  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / (W) Goal / Loan / Agrmt



Legislation Details (With Text)

**File #:** 52875      **Version:** 1      **Name:** Awarding Public Works Contract No. 8250, Sycamore Sanitary Sewer Interceptor Maintenance Access - Phase 1.

**Type:** Resolution      **Status:** Passed

**File created:** 8/17/2018      **In control:** Engineering Division

**On agenda:** 9/25/2018      **Final action:** 9/25/2018

**Enactment date:** 9/28/2018      **Enactment #:** RES-18-00680

**Title:** Awarding Public Works Contract No. 8250, Sycamore Sanitary Sewer Interceptor Maintenance Access - Phase 1. (17th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 8250.pdf

Date	Ver.	Action By	Action	Result
9/25/2018	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
9/5/2018	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
8/17/2018	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Sycamore Sanitary Sewer Interceptor Maintenance Access project at an estimated cost of \$160,180. The project is funded within the Sewer Utility's adopted 2018 capital budget via the Sewer Access Improvements capital program (MUNIS 10437). Funding is provided by Sewer Utility reserves.

MUNIS:  
10426-83-173

Awarding Public Works Contract No. 8250, Sycamore Sanitary Sewer Interceptor Maintenance Access - Phase 1. (17th AD)

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8250) for itemization of bids.

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8250  
SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS – PHASE 1

SPEEDWAY SAND & GRAVEL, INC. \$148,318.00

Acct. No. 10426-83-173:54250(91223) \$92,938.72  
Contingency 8± 7,431.28  
Sub-Total \$100,370.00

Acct. No. 10426-83-174:54445(91345) \$55,379.28  
Contingency 8± 4,430.72  
Sub-Total \$59,810.00

GRAND TOTAL \$160,180.00

Jurisdiction: Wisconsin

Demographics

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

Address

**Business Address**

1299 ZURICH WAY  
 Schaumburg, IL 60196-1056  
 United States

**Mailing Address**

1299 ZURICH WAY  
 Schaumburg, IL 60196-1056  
 United States

**Statutory Home Office Address**

600 RED BROOK BLVD  
 OWINGS MILLS, MD 21117  
 United States

**Main Administrative Office Address**

1299 ZURICH WAY  
 Schaumburg, IL 60196-1056  
 United States

Phone, E-mail, Website

**Phone**

Type	Number
Business Primary Phone	(847) 605-6000
Business Primary Phone	(847) 413-5048
Business Toll Free Phone	(800) 382-2150
Mailing Toll Free Phone	(800) 382-2150
Statutory Home Office Toll Free Phone	(800) 382-2150
Main Admin Office Toll Free Phone	(800) 382-2150

**Email**

No results found.

**Website**

No results found.

Company Type

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

Appointments

[Export to Excel](#)      patrick m

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
PATRICK MCCLONE	129855	129855	Intermediary (Agent) Individual	Casualty	06/10/1991	03/16/2018	03/15/2019
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Casualty	07/23/1996	03/16/2018	03/15/2019
PATRICK MCCLONE	129855	129855	Intermediary (Agent) Individual	Property	06/10/1991	03/16/2018	03/15/2019
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Property	07/23/1996	03/16/2018	03/15/2019

[First](#)   [Previous](#)   [1](#)   [Next](#)   [Last](#)

Line Of Business

[Filter](#)

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	01/01/1982
Automobile	Automobile	01/01/1982
Credit Insurance	Credit Insurance	01/01/1982
Fidelity Insurance	Fidelity Insurance	01/01/1982
Workers Compensation Insurance	Workers Compensation Insurance	01/01/1982

© 2018 National Association of Insurance Commissioners. All rights reserved.

First Previous **1** Next Last

Contact

Filter

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

First Previous **1** Next Last

Company Merger

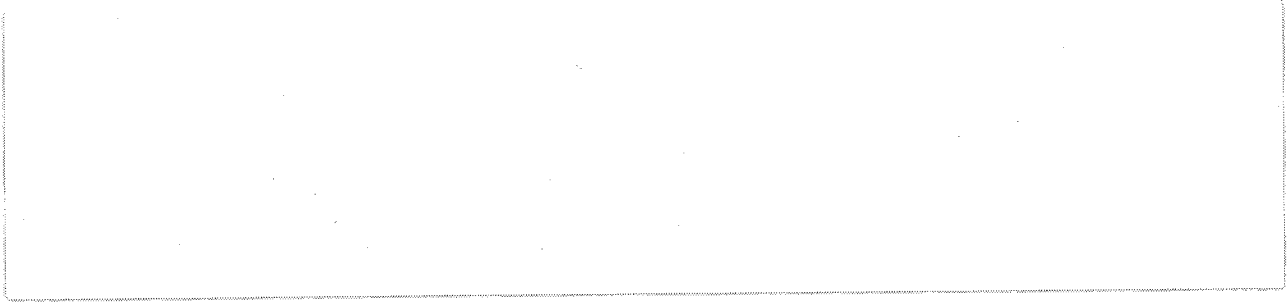
No results found.

Name Change History

Filter

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

First Previous **1** Next Last



\$148,318.00  
FILE

BID OF SPEEDWAY SAND & GRAVEL, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS -  
PHASE 1

CONTRACT NO. 8250

MUNIS NO. 10426

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON SEPTEMBER 25, 2018

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



**SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS -  
PHASE 1  
CONTRACT NO. 8250**

**INDEX**

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

This Proposal, and Agreement have  
been prepared by:

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



---

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

RFP: tn

# 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:	SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS - PHASE 1
CONTRACT NO.:	8250
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	AUGUST 17, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	AUGUST 16, 2018
BID SUBMISSION (2:00 P.M.)	AUGUST 23, 2018
BID OPEN (2:30 P.M.)	AUGUST 23, 2018
PUBLISHED IN WSJ	AUGUST 9 & 16, 2018

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

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

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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



## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS - PHASE 1 CONTRACT NO. 8250

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **SECTION 102.12: EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)**

Equal Benefits are not required. Delete this entire provision.

#### **SECTION 104: SCOPE OF WORK**

Work performed as part of this contract will include constructing a crossing over a tributary that enters Starkweather Creek just north of Sycamore Avenue in Madison, WI to provide maintenance access to the sanitary main that runs along Starkweather Creek. The crossing will consist of a 12-inch crushed stone access road routed over three elliptical reinforced concrete pipes. The RCPs are approximately 44 ft long; the access road for the crossing is 128 ft long and 14 ft wide.

This project will come in close proximity to private property along the western side of the disturbance limits. The Contractor shall not cross on to private property without prior, written consent from the property owner. All staging shall be within the limits of disturbance. Access to the project site will be done through an existing utility easement and use of the drive of the LaFargeHolcim Madison Cement Terminal.

Construction will occur within delineated wetlands. The Contractor shall minimize disturbance within the wetland boundaries. At no time shall equipment or staging be permitted outside of the grading limits while working in a wetland area.

**The Contractor shall view the site prior to bidding** to become familiar with the existing conditions.

#### **SECTION 105.12: COOPERATION OF THE CONTRACTOR**

The Contractor shall only park vehicles, stage equipment, and store materials within the limits of disturbance as shown on Sheet 1.

The Contractor shall ensure uninterrupted traffic flow for the Lafarge customer trucks at site entrance. In addition the Contractor and all site workers shall complete LafargeHolcim online safety training prior to accessing site at: <https://lafargeholcim.contractortrainingonline.com/mytraining>. The Contractor shall perform a daily safety assessment similar to the attached form.

The Contractor shall contact Ron Thostenson of LafargeHolcim (office: 608-244-5658 or cell: 608-225-7836) prior to construction start to discuss site access constraints.

**SECTION 107.2:            PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall use caution when working around private property. If private property is damaged during the completion of this contract, the Contractor shall repair it to previous conditions, or replace with equal or better, the damaged property at the expense of the Contractor. This shall include any damage to drive aprons and curb and gutter. The Project Engineer or Construction Engineer shall determine acceptability of repaired or replaced property.

**SECTION 107.7            MAINTENANCE OF TRAFFIC**

The Contractor shall not impact traffic movements on Sycamore Avenue. Temporary interruptions to traffic may be permitted for the offloading of equipment, but flaggers shall be provided to guide traffic around any stopped trucks or equipment.

The Contractor shall not impact parking on Sycamore Avenue. The Contractor shall not store equipment or materials within Sycamore Avenue.

**SECTION 108.2:            PERMITS**

The City of Madison has applied for, and received a General Permit from the Wisconsin Department of Natural Resources and this work complies with the Army Corps of Engineers Regional General Permit for utilities. The Contractor shall comply with all conditions of these permits, which are attached for reference.

The Engineer will also obtain a City erosion control permit.

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

1. Wisconsin DNR Dewatering, including Type I Dewatering

All permit costs shall be considered incidental to the Mobilization bid item for the contract. The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

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

The aforementioned permits are not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

**SECTION 109.2:            PROSECUTION OF WORK**

Work shall be complete by **July 1, 2019**. The Contractor may expect the contract with the City to be fully executed by early November 2018. Work shall begin only after the contract is executed and the start work letter is received. The contractor shall establish a mutually acceptable date with the City Engineer to begin work, and the agreed date must be determined prior to the preconstruction meeting.

The amount of work time available in this contract does not reflect the workload. It is intended to offer the Contractor flexibility in completing the contract. However, once work has started on the project, the Contractor shall work continuously, without project shut-downs, to complete the work. The Contractor shall limit workdays to 7:00 p.m. unless approved by the Engineer in writing.

**BID ITEM 10911:      MOBILIZATION**

**DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment and staging is only permitted within the upland area of the project disturbance limits. The Contractor shall not store equipment or materials in the channel or wetland area without permission of the Construction Engineer.

**BID ITEM 20101:      EXCAVATION CUT**

**DESCRIPTION**

Excavation Cut shall include all excavation from within the limits shown on the plans and cross sections. The Contractor shall be responsible for determining a suitable off-site disposal location for excess excavated materials or material that is deemed unusable as fill on site, for hauling unsuitable material from the site, and for placement at the disposal site.

Suitable materials may be reused as fill within the project limits, though it is not anticipated that much if any excavated materials will be suitable for reuse on this site. The work involved with placement of suitable fill obtained on site through excavation cut shall be considered subsidiary to work pertaining to excavation cut. Stockpiling these fill materials and final grading shall be considered incidental to this bid item and shall not be compensated separately.

Any excavation directed by the Engineer beyond the limits shown on the plans shall be measured in the field and paid for as Excavation Cut.

Estimated Excavation quantity is as follows: 183 cy

No bulking/expansion or shrink factors were used when determining earthworks quantities for this project. No adjustments have been made to above quantities for topsoil. Topsoil segregation, temporary stockpiling, and redistribution over disturbed areas, shall be paid under Bid Item 20221 – Topsoil.

**BID ITEM 20140:      GEOTEXTILE FABRIC TYPE SAS NON WOVEN**

**DESCRIPTION**

This item shall include furnishing and placing Geotextile Fabric, Type SAS (Non-woven) under the access road as shown on the plans. Geotextile Fabric, Type SAS (Non-woven) material and placement shall be as described in Section 202 of the Standard Specifications. Fabric shall conform to requirements for Geotextile Fabric Type SAS (Non-Woven) contained in the latest edition of the Standard Specifications for Highway and Structure Construction for the State of Wisconsin, Department of Transportation. Fabric shall be synthetic, non-woven needle punched fabric that is resistant to chemicals and mildew, stable under freeze-thaw cycles, does not shrink or expand under wet conditions, and that does not unravel during use.

Placement of filter fabric shall conform to manufacturer's requirements to assure a continuous layer unbroken by rips, tears, punctures, or other physical damage from placement of the fabric or placement of materials over the fabric.

**METHOD OF MEASUREMENT**

Geotextile Fabric, Type SAS (Non-woven) shall be paid for based on the "plan quantity" as shown in the contract without measurement thereof. The plan quantity was computed by measuring the area of the access road and includes a 15% allowance for overlap and waste. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) change in quantity up or down.

**BID ITEM 20202: FILL BORROW**

**DESCRIPTION**

It is anticipated that material excavated from the channel will not be suitable for use as fill. This item includes placement of fill material at the locations shown on the plans and cross sections. Materials used for fill shall meet the requirements of the Standard Specifications Section 202.2(a) Fill.

Fill material shall be compacted as defined in Section 202.3(a) for Standard Compaction. No bulking/expansion or shrink factors were used when determining earthworks quantities for this project

**METHOD OF MEASUREMENT**

Fill Borrow will be measured per Ton of fill placed in the field. Imported material shall be measured with truck tickets.

**BASIS OF PAYMENT**

Fill Borrow shall be paid at the contract price for work as described and measured above, which shall be full compensation for all material, labor, tools, equipment and incidentals necessary to complete this item of work.

**BID ITEM 20221: TOPSOIL**

**DESCRIPTION**

Work under this item shall include placement of topsoil within the disturbance limits shown on the drawings above the normal water level, in accordance with Section 202 of the Standard Specifications. Topsoil shall also be placed on top of the crushed aggregate access road.

Topsoil shall be placed four (4) inches thick per the Standard Specifications, except on the access road where it shall be placed (2) inches thick. Topsoil materials and placement shall be in accordance with Article 202 – Fill.

Salvaged topsoil from on site meeting the specifications may be reused. In some areas the existing topsoil thickness may be adequate and no additional topsoil may be required, however scarifying of the existing or in place topsoil shall be completed prior to seeding and shall be considered incidental to this bid item.

Stripping and stockpiling of topsoil for reuse on the site shall be considered incidental to this bid item. Stockpiles shall be protected with silt fence, or silt sock, to prevent erosion of the stockpile.

It is anticipated that sufficient topsoil is available on-site and import of additional material will be unnecessary.

**METHOD OF MEASUREMENT**

Topsoil within the limits shown on the plans shall be paid for based on the "plan quantity" as shown in the contract without measurement thereof. The plan quantity was computed by measuring the grading limits, outside of the channels and the area of the access road. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) change in quantity up or down.

**BASIS OF PAYMENT**

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

including segregating, stockpiling, and preparing salvaged topsoil, furnishing topsoil from off-site as needed, placing, grading and raking finished surfaces.

**BID ITEM 20228:        MEDIUM RIPRAP – GLACIAL FIELD STONE**

**DESCRIPTION**

Work under this bid item shall include all work, materials, labor, and incidentals required to provide and place glacial field stone where riprap is called for in the plan set. Material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or “made” stone will not be permitted on site.

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

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

All riprap shall be underlain with geotextile filter fabric Type HR that conforms to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition, which shall be paid separately

**METHOD OF MEASUREMENT**

Medium Riprap – Glacial Field Stone shall be measured per Ton of stone placed in the field. Imported material shall be measured with truck tickets.

**BASIS OF PAYMENT**

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

**BID ITEM 20233:        HEAVY RIPRAP FILTER FABRIC, TYPE HR**

**DESCRIPTION**

This item shall include furnishing and placing Heavy Riprap Filter Fabric at all locations required for the project. Heavy Riprap Filter Fabric material and placement shall be as described in Section 202 of the Standard Specifications. Fabric shall conform to requirements for Geotextile Fabric Type HR contained in the latest edition of the Standard Specifications for Highway and Structure Construction for the State of Wisconsin, Department of Transportation. Fabric shall be synthetic, non-woven needle punched fabric that is resistant to chemicals and mildew, stable under freeze-thaw cycles, does not shrink or expand under wet conditions, and that does not unravel during use.

Placement of filter fabric shall conform to manufacturer’s requirements to assure a continuous layer unbroken by rips, tears, punctures, or other physical damage from placement of the fabric or placement of materials over the fabric.

**METHOD OF MEASUREMENT**

Heavy Riprap Filter Fabric shall be paid for based on the “plan quantity” as shown in the contract without measurement thereof. The plan quantity was computed by measuring the area under the culvert base, under the stone adjacent to the culverts, and over the culverts and includes a 15% allowance for overlap and waste. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) change in quantity up or down.

**BID ITEM 20401:        CLEARING**

**DESCRIPTION**

Work under this item shall include removal of trees within the disturbance limits or as marked in the field, though tree removal is not anticipated. Any questions or concerns about the removal of particular trees shall be brought promptly to the attention of the Engineer. Clearing shall be as described in the Standard Specifications except as noted below.

All clearing shall be done by sawing trees near the ground line. Under no circumstances is the Contractor permitted to pull trees from the ground or use methods which will significantly disturb existing root systems. Grubbing shall be paid separately under Bid Item 20403.

The Contractor shall remove all cut material.

**METHOD OF MEASUREMENT**

Clearing will be measured per Inch Diameter, as set forth in the Standard Specifications.

**BASIS OF PAYMENT**

The contract unit price for Clearing per inch diameter shall be payment in full for furnishing all labor and equipment for all clearing actually performed, and for the handling and disposal of all debris resulting from clearing and grubbing.

**BID ITEM 20406:        GRUBBING**

**DESCRIPTION**

Work under this item shall include grubbing stumps, following removal of trees within the disturbance limits, or as marked in the field.

Fill required to backfill holes where stumps are removed shall be considered incidental to this bid item.

**METHOD OF MEASUREMENT**

Grubbing will be measured per Inch Diameter, as set forth in the Standard Specifications.

**BASIS OF PAYMENT**

The contract unit price for Grubbing per inch diameter shall be payment in full for furnishing all labor and equipment for all grubbing activities performed, and for the handling and disposal of all debris resulting from clearing and grubbing.

**BID ITEM 21021:        SILT FENCE**

**DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals required to provide and place silt fence across the channel as shown on Sheet 1. The purpose of the silt fence is to act as a turbidity barrier to prevent sediment from the project site from migrating downstream. Two silt fences shall be installed parallel to each other and perpendicular to the flow of water in the channel. The height of the silt fences shall be lowest in the center of the channel to allow water to pass over as necessary, as shown in the silt fence detail on Sheet 1.

The Contractor shall maintain the integrity of the silt curtain for the duration of the project. If construction methods or weather events damage or displace the silt fence, it shall be immediately repaired or replaced.



## **MATERIALS**

The geotextile used for the silt fence shall conform to the specifications set forth in WDNR Conservation Practice Standard 1056. Due to the location, additional anchors may be required. The silt fence does not need to be trenched into the soil, but shall be installed right at ground level. Each silt fence shall be made of one continuous geotextile fabric piece.

## **METHOD OF MEASUREMENT**

Silt fence shall be measured by the linear foot along the top in place.

## **BASIS OF PAYMENT**

Silt Fence shall be paid for at the contract unit price per linear foot, which price shall be full compensation for furnishing all materials; for constructing, reconstructing, erecting, re-erecting, maintaining, removal and any follow-up restoration; and for all labor, tools, equipment and incidentals necessary to complete the work. Half of the installed quantity shall be paid at the time of installation and the remaining half shall be paid upon removal and any required incidental restoration is completed.

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

### **DESCRIPTION**

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

### **METHOD OF MEASUREMENT**

Erosion Matting, Class I, Urban Type A shall be measured per Square Yard of matting placed. Final measurement shall be based on the "Plan Quantity" without measurement thereof. Matting quantity was calculated by measuring all pervious areas within the Disturbance Limits and outside the wetland boundary as shown in the plan set and includes a 15% allowance for overlap and waste.

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

### **BASIS OF PAYMENT**

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

## **BID ITEM 21073:        EROSION MATTING, CLASS II, TYPE C - ORGANIC**

### **DESCRIPTION**

Work under this bid item shall include all work, materials, labor, and incidentals required to place, or provide and place ECRM Class II, Type C - Organic on all disturbed areas within the wetland boundary, above the water line, following the placement of topsoil and seed. Erosion control matting shall be provided and placed in accordance with Article 210 of the Standard Specifications.

### **METHOD OF MEASUREMENT**

Erosion Matting, Class II, Type C - Organic shall be measured per Square Yard of matting placed. Final measurement shall be based on the "Plan Quantity" without measurement thereof. Matting quantity was

calculated by measuring all pervious areas within the Disturbance Limits and within the wetland boundary as shown in the plan set and includes a 15% allowance for overlap and waste.

**BASIS OF PAYMENT**

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

**BID ITEM 90030:        TEMPORARY FENCING**

**DESCRIPTION**

This item includes installation of temporary construction fencing, if needed, as directed by the Construction Engineer or a representative of LafargeHolcim to confine construction operations, to protect trees, or to designate the delineation between work area and private property. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work.

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

- Mesh opening: 1 inch min to 3 inch max
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

Posts shall be conventional metal "T" or "U" shaped posts. Fencing shall be installed according to the manufacturer's recommendations.

**METHOD OF MEASUREMENT**

Temporary Construction Fencing shall be measured by the Linear Foot of fence installed, maintained, and removed.

**BASIS OF PAYMENT**

Cost for Temporary Fencing shall be paid for according to the contract unit price. Price shall include payment for providing and installing temporary fence and appurtenances, maintenance of fencing as required, creating and closing temporary openings as needed, and removal of fencing and appurtenances, including furnishing all labor, tools, equipment, and incidentals necessary to perform the work.

**BID ITEM 90031:        STORM/STREAM CONTROL**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow within the channel for the duration of the project. The Contractor shall take all necessary steps to protect the new structures, as well as grading from damage during construction rain events. The channel shall be stabilized at the end of each day.

The Contractor shall be prepared to discuss their storm control plan in detail at the pre-construction meeting. Any additional equipment, erosion control devices, stone, etcetera required to manage storm events shall be included with this bid item.

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

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

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

Storm Control shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to control storm flows, divert stormwater, and treat stormwater prior to discharge for the duration of the project.

#### **BID ITEM 90032: SEEDING – NO MOW TURF**

##### **DESCRIPTION**

Work under this bid item shall include all work, materials, labor, and incidentals required to provide and place No Mow Turf Seed Mix on all disturbed areas outside of wetland boundary, including the access road, following topsoil placement. Seed shall be provided and placed in accordance with Article 207 of the Standard Specifications. The graded, topsoiled, and seeded areas shall be covered with Class I, Urban Type A erosion control matting, which shall be paid separately.

##### **METHOD OF MEASUREMENT**

No Mow Turf Seed Mix shall be measured per Square Yard of seed placed. Final measurement shall be based on the Plan Quantity without measurement thereof. Seed quantity was calculated by measuring all pervious areas within the Disturbance Limits and outside the wetland boundary as shown in the plan set. Soil disturbed outside of the Disturbance Limits shall be restored with Topsoil, No Mow Turf Seed Mix, and ERCM Class I, Urban, Type A at no additional cost to the City.

##### **BASIS OF PAYMENT**

No Mow Turf Seed Mix shall be paid for at the contract unit price, which shall be full compensation all labor, tools, equipment and incidentals necessary to place seed over all disturbed areas.

#### **BID ITEM 90033: SEEDING – NATIVE SEED MIX**

##### **DESCRIPTION**

Work under this bid item shall include all work, materials, labor, and incidentals required to provide and place Native Seed Mix on all disturbed areas within the wetland boundary, above the water line, following topsoil placement. All work, including the addition of soil stabilizers, fertilizers, and the addition of the cover crop, shall be completed in accordance with Article 207 of the Standard Specifications. The graded, topsoiled, and seeded areas shall be covered with Class II, Type C - Organic erosion control matting, which shall be paid separately.

The Native Seed Mix is the "Detention Basin Seed Mix" provided by Prairie Moon Nursery in Winona, MN (866-417-8156). A cover crop shall be included per nursery recommendations. The Contractor may choose to use an alternate supplier, but shall submit the seed mix and supplier contact information to the Engineer for approval. The "Detention Basin Seed Mix" should be spread at a rate of 9.54 lbs per acre and is comprised of the following:

<b>FORBS</b>	
<b>Botanical Name (Common Name)</b>	<b>% by wt.</b>
Alisma subcordatum (Mud Plantain)	1.31
Allium stellatum (Prairie Onion)	0.98
Ammannia coccinea (Scarlet Toothcup)	0.98
Anemone canadensis (Canada Anemone)	0.66
Angelica atropurpurea (Angelica)	3.93
Asclepias incarnata (Rose Milkweed)	2.62
Astragalus canadensis (Canada Milk Vetch)	0.66
Bidens cernua (Nodding Bur Marigold)	0.66
Boltonia asteroides (False Aster)	0.66
Doellingeria umbellata (Flat-topped Aster)	1
Eupatorium maculatum (Joe Pye Weed)	0.66
Eupatorium perfoliatum (Boneset)	0.49
Gentiana andrewsii (Bottle Gentian)	0.36
Gentiana flavida (Cream Gentian)	0.36
Helenium autumnale (Sneezeweed)	0.71
Heliopsis helianthoides (Early Sunflower)	1.31
Hibiscus laevis (Rose Mallow)	3.93
Hypericum pyramidatum (Great St. John's Wort)	0.66
Iris versicolor (Northern Blue Flag)	2.62
Liatris pycnostachya (Prairie Blazing Star)	3.28
Lobelia cardinalis (Cardinal Flower)	0.33
Lobelia siphilitica (Great Blue Lobelia)	1.31
Mimulus ringens (Monkey Flower)	0.33
Pedicularis lanceolata (Marsh Betony)	0.66
Physostegia virginiana (Obedient Plant)	0.71
Polygonum punctatum (Smartweed)	0.98
Pycnanthemum virginianum (Mountain Mint)	0.66
Rudbeckia hirta (Black-eyed Susan)	1.97
Rudbeckia subtomentosa (Sweet Black-eyed Susan)	0.36
Rudbeckia triloba (Brown-eyed Susan)	1.31
Silphium laciniatum (Compass Plant)	0.66
Silphium terebinthinaceum (Prairie Dock)	0.66
Solidago rigida (Stiff Goldenrod)	0.66
Symphyotrichum laeve (Smooth Blue Aster)	1.31
Thalictrum dasycarpum (Purple Meadow Rue)	1.97
Verbena hastata (Blue Vervain)	1.31
Vernonia fasciculata (Common Ironweed)	1.31
Veronicastrum virginicum (Culver's Root)	0.66
Zizia aurea (Golden Alexanders)	1.31
<b>Totals of FORBS :</b>	<b>46.90%</b>

<b>GRASSES, SEDGES &amp; RUSHES</b>	
<b>Botanical Name (Common Name)</b>	<b>% by wt.</b>
Andropogon gerardii PLS (Big Bluestem PLS)	6.55
Bromus ciliatus (Fringed Brome PLS)	5.14
Calamagrostis canadensis (Blue Joint Grass PLS)	0.34
Carex bicknellii (Copper-shouldered Oval Sedge)	1.31
Carex hystericina (Porcupine Sedge)	1.31
Carex stipata (Common Fox Sedge)	1.31
Carex vulpinoidea (Brown Fox Sedge)	3.28
Elymus canadensis (Canada Wild Rye PLS)	10.48
Elymus virginicus (Virginia Wild Rye PLS)	10.48
Glyceria grandis (Reed Manna Grass)	1.31
Juncus dudleyi (Dudley's Rush)	0.33
Juncus interior (Inland Rush)	0.29
Panicum virgatum (Switch Grass PLS)	1.31
Scirpus atrovirens (Dark-green Bulrush)	0.71
Scirpus cyperinus (Wool Grass)	0.37
Scirpus validus (Great Bulrush)	0.71
Sorghastrum nutans (Indian Grass PLS)	6.55
Spartina pectinata (Cord Grass PLS)	1.31
Totals of GRASSES, SEDGES & RUSHES :	53.10%

Seed species substitutions may be allowed on the basis of availability or cost and must be submitted for approval by the Engineer.

#### **METHOD OF MEASUREMENT**

Native Seed Mix shall be measured per Square Yard of seed placed. Final measurement shall be based on the Plan Quantity without measurement thereof. Seed quantity was calculated by measuring all pervious areas within the Disturbance Limits and within the wetland boundary as shown in the plan set. Soil disturbed outside of the Disturbance Limits, but within the wetland boundary, shall be restored with Topsoil, Native Seed Mix, and ERCM Class II, Type C - Organic at no additional cost to the City.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90034: BRUSHING**

#### **DESCRIPTION**

This item shall include clearing of all brush, trees 4 inches in diameter or smaller, fallen logs, debris, and herbaceous vegetation within the disturbance limits from the western top of slope to the eastern edge of the access road.

The Contractor is strongly encouraged to visit the site prior to bidding in order to become familiar with site access and the quantity of brush removal.

Brush clearing shall consist of cutting or mowing all small trees, brush, shrubs, and herbaceous vegetation and completely removing the debris generated from the site. Smaller trees and brush shall be removed 1 inch below proposed finished grades. Any fill required to backfill holes where stumps have been removed shall be considered incidental to this bid item. All clearing shall be done by sawing brush near the ground line.

This item shall include removal of windfalls, debris, and logs present within the brushing area. This item shall also include any trimming of trees and brush by the Contractor to facilitate access, where approved by the Construction Engineer.

The Contractor shall be responsible for the proper disposal of the material.

#### **METHOD OF MEASUREMENT**

Brushing completed shall be measured by the Square Yard of area cleared.

#### **BASIS OF PAYMENT**

This work, measured as provided above, will be paid for at the contract price, which shall be considered full compensation for furnishing all labor and equipment for all brushing performed, and for the handling and disposal of all debris resulting from brush clearing.

#### **BID ITEM 90035:        ORGANICS HAULING AND DISPOSAL**

#### **DESCRIPTION**

This bid item shall include all work, materials, labor and incidentals necessary to segregate, load, haul and dispose of the organic material generated by the removal of invasive phragmites plant material. Disposal shall be at a location chosen by the Contractor.

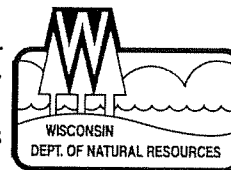
Material shall be hauled in appropriate vehicles that, if necessary, prevent loss of vegetation, or leaks from saturated material.

#### **METHOD OF MEASUREMENT**

Organics Hauling and Disposal shall be measured per Cubic Yard of material. Prior to beginning hauling activities, the Contractor and Construction Engineer shall agree on an average truck yardage, and quantities shall be measured by counting full vehicles leaving the site.

#### **BASIS OF PAYMENT**

Organics Hauling and Disposal shall be measured as described above and paid at the contract unit price, which shall be full compensation for completing work described in this bid item.



February 8, 2016

GP-SC-2016-13-00178

City of Madison - Engineering Division  
Robert Phillips  
210 MLK Jr. Blvd., Room 115  
Madison, WI 53703

Dear Mr. Phillips:

The Department of Natural Resources has completed its review of your application for a permit to construct a culvert, designed by an engineer, in an unnamed tributary to Starkweather Creek, in the City of Madison, Dane County. You will be pleased to know your application is approved with a few limitations.

Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist (found at <http://dnr.wi.gov/topic/waterways/> - keyword: general permits). The permit conditions are attached to this letter which lists the conditions which must be followed.

A copy of this letter and the attached permit conditions must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you. You are responsible for meeting all general permit eligibility standards and permit conditions.

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

Be sure to contact your local zoning office and U.S. Army Corps of Engineers for any local or federal permits that may be required for your project.

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

If you have any questions about your permit, please call me at (608) 275-3330 or email [Algis.Byla@wisconsin.gov](mailto:Algis.Byla@wisconsin.gov).

Sincerely,

Algis (Al) Byla  
Water Management Specialist

cc: [rphillips@cityofmadison.com](mailto:rphillips@cityofmadison.com)  
[sswenson@cityofmadison.com](mailto:sswenson@cityofmadison.com)  
[clerk@cityofmadison.com](mailto:clerk@cityofmadison.com)  
[balousek@countyofdane.com](mailto:balousek@countyofdane.com)  
[Wendy.Peich@Wisconsin.gov](mailto:Wendy.Peich@Wisconsin.gov)  
[kerrie.j.hauser@usace.army.mil](mailto:kerrie.j.hauser@usace.army.mil)

**We are committed to service excellence.**

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

**STATE OF WISCONSIN GENERAL PERMIT - Culvert w/ Engineering**  
**DEPARTMENT OF NATURAL RESOURCES**

**GP-SC-2016-13-00178**

Robert Phillips is hereby granted under Section 30.123(7), Wisconsin Statutes, a permit to construct a culvert, designed by an engineer, in an unnamed tributary to Starkweather Creek, in the City of Madison, Dane County, also described as being in the SE1/4 of the NE1/4 of Section 33, Township 8 North, Range 10 East, subject to the following conditions:

**PERMIT**

1. You must notify Al Byla at phone (608) 275-3330 or email [Algis.Byla@wisconsin.gov](mailto:Algis.Byla@wisconsin.gov) before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 02/08/2021. If you will not complete the project by this date, there is no opportunity for an extension and you must apply for a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.



9. The permittee shall maintain the project in good condition and in compliance with the terms and conditions of the permit, NR 320, Wis. Admin. Code and s. 30.206, Stats.
10. This project shall comply with all conditions identified in Wisconsin Administrative Code NR 320, and identified in the Instructions for the General Permit application.
11. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
12. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
13. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Admin. Code. The technical standards are found at:  
[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html).
14. All equipment used for the project, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile, and pumps shall be decontaminated for invasive and exotic viruses and species prior to use and after use.

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

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>104° F) and/or high pressure water,

- OR -

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

## FINDINGS OF FACT

1. Robert Phillips has filed an application for a permit to construct a culvert, designed by an engineer, in an unnamed tributary to Starkweather Creek, in the City of Madison, Dane County, also described as being in the SE1/4 of the NE1/4 of Section 33, Township 8 North, Range 10 East.
2. The project will consist constructing a culvert, designed by an engineer, in an unnamed tributary to Starkweather Creek, in the City of Madison, Dane County, also described as being in the SE1/4 of the NE1/4 of Section 33, Township 8 North, Range 10 East.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. an unnamed tributary to Starkweather Creek is a navigable water (and no bulkhead exists at the project site.)
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project, if constructed in accordance with this permit will not adversely affect wetlands.
7. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, 30.123(7), , Wisconsin Statutes and Chapters NR 102, 103, 150, 299, NR 320 of the Wisconsin Administrative Code.
8. The structure or deposit will not materially obstruct navigation because the navigational channel will not be obstructed.
9. The structure or deposit will not be detrimental to the public interest because it will prevent degradation of the shoreline.
10. The structure or deposit will not materially reduce the flood flow capacity of a stream because it will not obstruct or impede the flow of water.

## CONCLUSIONS OF LAW

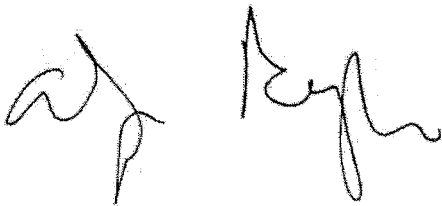
1. The Department has authority under ch. 30, Wis. Stats., and ch. NR 320, Wis. Adm. Code, to issue a permit for the construction and maintenance of this project.
2. The Department has complied with s. 1.11, Wis. Stats.

## NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

Dated at South Central Region Headquarters, Wisconsin on 02/08/2016.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
For the Secretary

A handwritten signature in black ink, appearing to read 'Al Byla', is written over a faint, illegible stamp.

Algis (Al) Byla  
Water Management Specialist



US Army Corps  
of Engineers  
St. Paul District

## DEPARTMENT OF THE ARMY

### UTILITY REGIONAL GENERAL PERMIT

PERMIT: Utility Regional General Permit

ISSUING OFFICE: St. Paul District U.S. Army Corps of Engineers

EFFECTIVE DATE: February 21, 2018

EXPIRATION DATE: February 20, 2023

#### A. AUTHORIZATION

Regulated activities conducted in accordance with all applicable terms and conditions of the Utility Regional General Permit (RGP or permit) are authorized in the States of Wisconsin and Minnesota and on Indian Reservations in Wisconsin and Minnesota. Certain activities require an applicant to submit pre-construction notification (PCN) and receive written St. Paul District Corps of Engineers Regulatory Branch (Corps) verification prior to commencing work. Refer to the appropriate sections of this permit for a description of RGP procedures, eligible activities, conditions, exclusions and application instructions.

Unless otherwise specified in the Corps letter verifying a project complies with the terms and conditions of this RGP, the time limit for completing work authorized by the permit ends upon the expiration date of the RGP. Activities authorized under this RGP that have commenced construction or are under contract to commence construction in reliance upon this RGP, will remain authorized provided the activity is completed within 12 months of the date of the RGP expiration, suspension, or revocation; whichever is sooner.

Some RGP authorizations are not valid until a project proponent obtains a Clean Water Act Section 401 water quality certification (401 certification) or waiver from the appropriate water quality certifying agency; see general condition 30 in Section H below. Section 404, Clean Water Act regulated activities excluded from 401 certification in general condition 30 require a project-specific 401 certification or waiver from the appropriate agency. In addition, some RGP authorizations may be subject to project-specific special conditions that will be specified in the Corps verification letter. This RGP does not obviate the need for other necessary federal, state, tribal, or local authorizations or permits.

#### B. UTILITY REGIONAL GENERAL PERMIT APPLICABILITY

The Utility RGP applies to certain activities in waters of the United States (US), including wetlands, as described below, in the States of Wisconsin and Minnesota, including within the exterior boundaries of Indian Reservations.

1. **Regulatory Authorities:** Section 404 of the Clean Water Act (33 U.S.C. 1344, Section 404) for discharges of dredged and fill material into waters of the US, and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403, Section 10) for work and structures that are located in, under, or over any navigable water of the US. Activities subject to Section 404<sup>1</sup> and Section 10 authorization requirements are hereafter referred to as regulated activities.
2. **Eligible Activities:** Regulated activities associated with the five items listed below are eligible for authorization using the Utility RGP. The Utility RGP may be used to authorize losses and temporary impacts in waters of the US necessary to accomplish the activities listed below.
  - a. **Utility Lines:** Regulated activities for single and complete linear projects to construct, maintain, or repair utility lines, including foundations for overhead utility line towers, poles, and anchors. This includes utility lines strung above, and routed in and under, Section 10 waters.

<sup>1</sup> Federal regulations at 33 CFR 323.4 include information about discharges which do not require Section 404 permits. These activities are not subject to the requirements of this RGP.

St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

- b. Utility Survey Activities: Temporary regulated activities for survey projects. Survey activities include core sampling, exploratory-type bore holes, exploratory trenching, soil surveys, sampling, sample plots or transects for wetland delineations, and historic resources surveys.
  - c. Substation Facilities: Regulated activities for single and complete non-linear projects required to construct, maintain, or expand substation facilities.
  - d. Access Roads: Regulated activities for single and complete linear projects to construct permanent and temporary access roads necessary for the construction, repair, and maintenance of utility lines and substations, and to provide access to utility survey locations.
  - e. Remediation of Inadvertent Returns of Drilling Fluid: Regulated activities necessary for the remediation of inadvertent returns of drilling fluids through sub-soil fissures or fractures that might occur during directional drilling or boring activities conducted for the purpose of installing or replacing utility lines. These remediation activities must be done as soon as practicable to restore the affected waterbody. The Corps may add special conditions to RGP verifications to require a remediation plan for addressing inadvertent returns of drilling fluids to waters of the US during drilling and boring activities conducted for installing or replacing utility lines.
3. **Activity restrictions:**
- a. Regulated activities for each single and complete project cannot cause the loss of greater than 0.5 acre of waters of the US. Where a single and complete project would result in losses to more than one aquatic resource type (e.g. wetland and tributary), this restriction is calculated as the sum for all losses to aquatic resources.
  - b. Regulated activities may not cause the loss of more than 300 linear feet of tributary for any single and complete project, unless the Corps waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. An applicant may request, in writing, a waiver from the Corps. For purposes of this restriction, do not include linear ditches as defined in Section I below. Tributary losses contribute to activity restriction a. above.
  - c. Regulated activities for the recovery of historic resources are not eligible for authorization as a survey activity.
  - d. Regulated survey activities may not result in a loss of waters of the US.
  - e. Bore holes must be properly sealed following completion of regulated survey activities.
4. **Pre-Construction Notification (PCN)**: Some activities eligible for Utility RGP authorization require a PCN to the Corps. Please refer to Section E below for additional information regarding PCN requirements.

**NOTE:** Pipes and pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the US are considered bridges, and may require a permit from the U.S. Coast Guard pursuant to Section 9 of the Rivers and Harbors Act of 1899. Discharges of dredged and fill material into waters of the US associated with such pipes and pipelines require Section 404 authorization.

### **C. UTILITY REGIONAL GENERAL PERMIT EXCLUSIONS**

The following activities are INELIGIBLE for Utility RGP authorization:

1. Regulated activities that would divert more than 10,000 gallons per day of surface or ground water into or out of the Great Lakes Basin.
2. Regulated activities that may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.
3. Regulated activities eligible for authorization under a valid Corps Special Area Management Plan (SAMP) general permit, see <http://www.mvp.usace.army.mil/Missions/Regulatory/Permitting-Process-Procedures> for more information on SAMPs.
4. Regulated activities that would occur in a calcareous fen, unless the Wisconsin Department of Natural Resources (WI DNR) has authorized the proposed regulated activity, or the Minnesota Department of Natural Resources

St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

(MN DNR) has approved a calcareous fen management plan specific to the project. A list of known Minnesota calcareous fens can be found at: [http://files.dnr.state.mn.us/eco/wetlands/calcareous\\_fen\\_list.pdf](http://files.dnr.state.mn.us/eco/wetlands/calcareous_fen_list.pdf).

5. Regulated activities that would occur in or affect designated portions of the National Wild and Scenic River System (this includes parts of the St. Croix River in Minnesota and Wisconsin and the Wolf River in Wisconsin), or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status. This exclusion applies unless the appropriate Federal agency with direct management responsibility for such river has determined in writing that the proposed regulated activity will not adversely affect the Wild and Scenic River designation or study status.
6. Regulated activities which are likely to directly or indirectly jeopardize the continued existence of a federally threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No regulated activity is authorized which "may affect" a listed species or critical habitat, unless ESA Section 7 consultation addressing the effects of the proposed activity has been completed.
7. Regulated activities which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, unless the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
8. Regulated activities which may result in disturbance or removal of human remains unless disposition of the remains has been determined by the appropriate authority under applicable law, and the work is authorized by the Corps. See Section H, Condition 10 for more information.
9. Regulated activities which require permission from the Corps pursuant to 33 U.S.C. 408 (Section 408) because they will alter or temporarily or permanently occupy or use a Corps federally authorized civil works project, unless the appropriate Corps office issues the Section 408 permission to alter, occupy, or use the Corps federally authorized civil works project.
10. Regulated activities where applicants are unable to demonstrate that the structures, when appropriate, comply with applicable state dam safety criteria or have been designed by qualified persons.
11. Regulated activities which would adversely affect public water supplies.
12. Regulated activities, except access roads and temporary crossings required for utility line construction, repair, or maintenance, which would enclose any portion of a non-wetland water of the US.

#### D. CALCULATING IMPACTS TO WATERS OF THE UNITED STATES

1. Waters of the US may include waterbodies such as streams, rivers, lakes, ponds, and wetlands (see Definitions, Section I).
2. Loss of waters of the US is the sum of all permanently adversely affected jurisdictional waterbodies for a single and complete project. Temporary impacts to waters of the US, discussed below, are calculated separately from losses of waters of the US, and do not contribute to loss thresholds. Permanent adverse effects include filling, flooding, excavation, or drainage in waters of the US as a result of the regulated activity. Permanent adverse effects to waters of the US include regulated activities that change a waterbody to dry land, increase the bottom elevation of a waterbody, or decrease the bottom elevation of a waterbody (e.g. excavation of a sedge meadow wetland to shallow marsh), or change the use of a waterbody.
  - a) Losses of wetlands must be reported in either acres or square feet, as appropriate.
  - b) Losses of tributaries, ponds, and lakes must be reported in acres or square feet and linear feet below the plane of the ordinary high water mark. If regulated activities are proposed at multiple locations, they are added together to determine the total amount of linear loss to waters of the US.
  - c) Additional measurements for waterbodies may be required. If required, these measurements will be specified in the Regional General Permit Applicability, Section B, or in Pre-Construction Notification Information, Section E.

3. **Temporary impacts to waters of the US** include the sum of all regulated impacts to waters of the US for a single and complete project which are restored to pre-construction conditions after construction. Examples of temporary impacts in waters of the US include the placement of timber matting, installation of coffer dams, trenching and backfilling, and in many cases, mechanized land-clearing<sup>2</sup>.
  - a) Temporary impacts to wetlands must be reported in either acres or square feet, as appropriate.
  - b) Temporary impacts to tributaries, ponds, and lakes must be reported in acres or square feet and linear feet below the plane of the ordinary high water mark. If regulated activities are proposed at multiple locations, temporary impacts must be added together to determine the total amount of temporary linear impact.
  - c) Additional measurements for waterbodies may be required. If required, these measurements will be specified in the Regional General Permit Applicability, Section B, or in Pre-Construction Notification Information, Section E.
4. **Losses and temporary impacts to waters of the US do not include:**
  - a) Activities that do not require Department of the Army authorization, such as activities eligible for exemptions under Section 404(f) of the Clean Water Act.
  - b) Impacts to linear ditches as defined in Section I, provided the ditch does not abut a wetland. Sections of ditches in or abutting wetlands do count toward loss and temporary impact thresholds.
5. The measurements of loss and temporary impact to waters of the US are for determining whether a project may qualify for the RGP, and are not reduced by compensatory mitigation.

#### **E. PRE-CONSTRUCTION NOTIFICATION (PCN) INFORMATION**

Projects that meet the terms and conditions of the Utility RGP and do not require submittal of a PCN, as outlined below, may commence work after project proponents have carefully confirmed that the activity will be conducted in compliance with all applicable terms and conditions of the Utility RGP.

**Before starting regulated work, project proponents must obtain written Corps verification of Utility RGP coverage for all activities which require PCN.** For Utility RGP activities that require PCN, the PCN must include all other nationwide permits, programmatic general permits, RGPs, or individual permits used or intended to be used to authorize any part of the overall project (including all single and complete projects), including other regulated activities that require authorization but do not require PCN.

**Reporting requirements:** For overall projects (defined in Section I) that do not require a PCN, but would result in the cumulative loss of 0.5 acre or greater of waters of the US, project proponents are required to report the overall project to the Corps. The project proponent must minimally provide items 1 through 6 below (Form and Content of PCN) to the Corps at least 30 days prior to starting work. Project proponents do not have to wait for written verification of coverage unless notified by the Corps.

---

<sup>2</sup> Refer to the definition of Discharge in Section I of this RGP.

St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

**When PCN is required:** A PCN is required for the locations, impact thresholds, and activities listed below.

<p><b>PCN is required for regulated activities proposed in these Aquatic Resources<sup>3</sup>:</b></p>	<p><b>WISCONSIN:</b></p> <ol style="list-style-type: none"> <li>1. Section 10 waters;</li> <li>2. The Apostle Islands National Lakeshore;</li> <li>3. Madeline Island;</li> <li>4. State-designated wild rice waters (<a href="https://data.glifwc.org/manoomin.harvest.info">https://data.glifwc.org/manoomin.harvest.info</a>);</li> <li>5. Coastal plain marshes;</li> <li>6. Bog wetland plant communities;</li> <li>7. Interdunal wetlands;</li> <li>8. Great Lakes ridge and swale complexes;</li> <li>9. Fens; and</li> <li>10. Wetland sites designated by the Ramsar Convention (as of the date of publication, these include: the Horicon Marsh, Upper Mississippi River Floodplain wetlands, Kakagon and Bad River Sloughs, Door County Peninsula Coastal wetlands, and the Chiwaukée Illinois Beach Lake Plain), see <a href="https://rsis Ramsar.org/">https://rsis Ramsar.org/</a>.</li> </ol>	<p><b>MINNESOTA:</b></p> <ol style="list-style-type: none"> <li>1. Section 10 waters;</li> <li>2. Wild rice waters identified in Minn. R. 7050.0470, subpart 1 (or as amended by the Minnesota Pollution Control Agency);</li> <li>3. Bog wetland plant communities; and</li> <li>4. Fens.</li> </ol>
<p><b>PCN is required for the following activities to comply with other federal laws:</b></p>	<ol style="list-style-type: none"> <li>1. Regulated activities which might affect any Federally-listed threatened, endangered, or proposed threatened and endangered species, designated critical habitat, or proposed critical habitat.</li> <li>2. Regulated activities which might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties.</li> <li>3. Regulated activities which might result in disturbance or removal of human remains.</li> <li>4. Regulated activities which require permission from the Corps pursuant to Section 408 because it will alter or temporarily or permanently occupy or use a Corps federally authorized civil works project.</li> <li>5. Regulated activities proposed in or which might affect portions of rivers designated as part of the National Wild and Scenic River System, including parts of the St. Croix River in Minnesota and Wisconsin and the Wolf River in Wisconsin, or a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status.</li> </ol>	
<p><b>PCN is required for the following Utility RGP regulated activities:</b></p>	<ol style="list-style-type: none"> <li>1. All single and complete regulated activities, excluding overhead lines and construction matting, which exceed 500 linear feet in non-tributary waters of the US.</li> <li>2. All single and complete projects where the regulated activity would result in the loss of greater than 0.1 acre of waters of the US.</li> <li>3. All single and complete projects where the temporary impacts are proposed to impact 0.5 acre or greater of waters of the US, including wetlands.</li> <li>4. Regulated activities associated with mechanized land-clearing<sup>4</sup> of wooded, including both shrub and forested, wetlands.</li> <li>5. Utility lines installed via trenching within a water of the United States, where the utility line runs parallel to or along a tributary contiguous with the water of the US trenched. Linear ditches (see Definitions, Section I) are not subject to this PCN requirement.</li> </ol>	
<p><b>Other activities which require PCN include:</b></p>	<ol style="list-style-type: none"> <li>1. Regulated activities in areas of suspected sediment or soil contamination, including but not limited to Superfund sites. Superfund sites in Minnesota or Wisconsin can be located by searching the EPA's website: <a href="https://www.epa.gov/superfund/search-superfund-sites-where-you-live">https://www.epa.gov/superfund/search-superfund-sites-where-you-live</a>.</li> <li>2. Regulated activities impacting bridges, structures, and sunken vessels more than 50 years old, unless already determined ineligible for listing on National Register of Historic Places. Culverts that are constructed using pre-cast concrete or corrugated metal are not subject to this PCN requirement.</li> <li>3. Regulated temporary impacts remaining in place for longer than 90 days between May 15 and November 15.</li> <li>4. All regulated activities which require a waiver to be eligible for authorization by the Utility RGP. The Utility RGP allows waivers only for the following two regulated activities: a waiver to exceed the listed 300 linear foot tributary loss; and a waiver for duration of temporary impacts (see Section H. General Conditions).</li> </ol>	

<sup>3</sup> Information about the plant communities listed can be found at [www.mvp.usace.army.mil/Missions/Regulatory.aspx](http://www.mvp.usace.army.mil/Missions/Regulatory.aspx), [www.dnr.wi.gov/topic/EndangeredResources/Communities.asp?mode=group&Type=Wetland](http://www.dnr.wi.gov/topic/EndangeredResources/Communities.asp?mode=group&Type=Wetland) or [www.dnr.state.mn.us/npc/classification.html](http://www.dnr.state.mn.us/npc/classification.html).

<sup>4</sup> See 33 CFR 323.2 for additional information about regulated activities.



St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

**Timing of PCN:** Where required by the terms of this RGP, the prospective permittee must notify the Corps by submitting a PCN as early as possible. The Corps will determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. As a general rule, the Corps will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the Corps will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the Corps.

The prospective permittee shall not begin the activity until they are notified in writing by the Corps that the activity may proceed under the RGP with any special conditions imposed by the Corps.

**Form and Content of PCN:** The PCN must be in writing and should utilize the Minnesota Joint Waters Wetlands Application, WI DNR application, or the Corps Application for Department of the Army Permit Form ENG 4345. A letter containing the required information may also be used. A complete PCN must include:

1. Contact information including the name, mailing address, email address, and telephone numbers of the prospective permittee and any third party agents.
2. Location of the proposed activity (i.e. section-township-range and latitude and longitude in decimal degrees).
3. A description of the proposed activity and its purpose; a description of any avoidance and minimization mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any and all other general or individual permits used or intended to be used to authorize any part of the overall project, including activities that require Corps authorization but do not require PCN.
4. A tabulation of all impacts to waters of the US, including the anticipated amount of loss and temporary impact to waters of the US expected to result from the proposed activity. For the Utility RGP, all PCNs must additionally report conversions of wooded (shrub and forested) communities in waters of the US. Conversion reporting in waters of the US must distinguish permanent conversion from areas proposed to regenerate, and must clarify which conversions proposed would, and would not, incorporate a regulated activity in waters of the US. Impacts to all waters of the US must be reported in acres or square feet. In addition, tributary, pond, and lake impacts must also be reported in linear feet. A table may be used to clearly and succinctly disclose this information (see Calculating Impacts to Water of the United States, Section D).
5. Sketches, maps, drawings and plans must be provided to show that the activity complies with the terms of the RGP. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity. Large and small-scale maps must be provided to show the project site location. Drawings and plans should be to scale, with scale bar included, and depict all identified aquatic resources and aquatic resource impact areas, including plan-view drawings on a recent aerial photograph, and cross-section and profile drawings where appropriate.
6. Identification of all aquatic resources on the project site and the acreage of each aquatic resource present. Aquatic resources shall be identified by type (e.g. wetland, tributary, lake, man-made ditch, pond, etc.) and impacts shall be identified by type (e.g. fill, excavation, etc.) and permanence (permanent or temporary). A wetland delineation may be required.
7. A statement describing how compensatory mitigation requirements will be satisfied, or an explanation why compensatory mitigation should not be required. See Mitigation, Section F for more information.
8. If the proposed project would impact a calcareous fen, the PCN must include a copy of the WI DNR authorization for the proposed regulated activity, or a copy of the approved MN DNR calcareous fen management plan specific to the project.
9. If any federally-listed proposed, threatened or endangered species or proposed or designated critical habitat might be affected by the regulated activity, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. Federal applicants or applicants that have federal funding (or whose project otherwise involves a lead federal agency) must provide documentation demonstrating compliance with ESA Section 7.

St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

10. If the activity might have the potential to cause effects to an historic property listed on, eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity and include a vicinity map indicating the location of the historic property. Federal applicants or applicants that have federal funding (or whose project otherwise involves a lead federal agency) must provide documentation demonstrating compliance with Section 106 of the NHPA.
11. If an activity is proposed in or might affect a component of the National Wild and Scenic River System (including designated portions of the St. Croix River in Minnesota and Wisconsin and the Wolf River in Wisconsin) or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river.”
12. The PCN must specify how long temporary impacts and structures will remain in place and include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions.
13. If a waiver from for a specific condition of the permit is proposed, the PCN must include an explanation of the need for a waiver and why the applicant believes the impacts would result in minimal individual and cumulative adverse environmental effects. The Utility RGP includes a waiver for Condition 15 (duration of temporary impacts), and the 300 linear foot tributary threshold. In addition to the information described above, any waiver request from Condition 15 requires information which describes how long the temporary impact will remain and must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions.
14. For an activity that requires permission from the Corps pursuant to Section 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the PCN must include a statement confirming if the project proponent has submitted a written request for Section 408 permission from the Corps office having jurisdiction over the Corps civil works project.

## F. MITIGATION

In accordance with the Federal Mitigation Rule (33 CFR part 332), the Section 404(b)(1) guidelines (40 CFR part 230), and current Corps policies and guidelines for compensatory mitigation, regulated activities must be designed and constructed to avoid and minimize (mitigate) adverse effects, both temporary and permanent, to waters of the US to the maximum extent practicable at the project site (i.e., on site). Mitigation includes actions which may avoid, minimize, rectify, reduce, or compensate for adverse environmental effects or activities which may otherwise be contrary to the public interest. Examples of avoidance activities may include installation of clear-span bridges over tributaries or excluding wetlands from additional temporary workspace. Minimization activities may include the use of construction matting in waters of the US, or seasonally restricting the timing for regulated activities within tributaries. Regulated activities which the Corps believes do not mitigate adverse environmental effects or are contrary to the public interest are ineligible for authorization by the Utility RGP, and will be evaluated by the Corps using individual permit procedures.

After all practicable steps to avoid and minimize adverse effects to waters of the US have been considered, the Corps may require compensatory mitigation to ensure that the regulated activity results in no more than minimal adverse environmental effects, or will not be contrary to the public interest. In reviewing the complete PCN for the proposed activity, the Corps will determine whether the activity authorized by the RGP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. The Corps will issue the RGP verification for that activity if it meets the terms and conditions of that RGP, unless the Corps determines, after considering compensatory mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest. When this occurs, the Corps will exercise discretionary authority to require an individual permit evaluation for the proposed regulated activity.

St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

Regulated activities eligible for this RGP which require submittal of a PCN must include a statement describing how compensatory mitigation requirements will be satisfied, or an explanation why compensatory mitigation should not be required for proposed impacts to waters of the US. Project proponents may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the project proponent must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of the current Corps policies, guidelines, and 33 CFR 332 (the Mitigation Rule).

Information regarding current Corps policies and guidelines about compensatory mitigation in Wisconsin and Minnesota may be viewed online at [www.mvp.usace.army.mil/Missions/Regulatory/Mitigation](http://www.mvp.usace.army.mil/Missions/Regulatory/Mitigation). Information regarding existing banks and in-lieu fee programs is available online at [www.ribits.usace.army.mil](http://www.ribits.usace.army.mil). Nationally applicable information, including the Mitigation Rule, may be read online at [http://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/mitig\\_info/](http://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/mitig_info/).

## G. USE OF MULTIPLE GENERAL PERMITS

Single and complete non-linear projects may not be “piecemealed” to avoid the limits in a general permit (nationwide, programmatic, or regional general permit). For example, multiple non-linear activities may be authorized by the Utility RGP for an overall project, provided the cumulative loss of waters of the US does not exceed 0.5 acre. To illustrate this, consider three new substations associated with an overall linear utility project, where each substation is proposed to result in a loss of 0.15 acre of waters of the US. All three substations are eligible for Utility RGP authorization because the cumulative loss to waters of the US proposed is 0.45 acre, below the 0.5 acre eligibility limit.

For an overall project, non-linear single and complete projects may be authorized in conjunction with linear single and complete projects.

When general permit limits are exceeded, projects may be eligible for review and authorization by an individual permit.

## H. GENERAL CONDITIONS

To qualify for Utility regional general permit (RGP) authorization, the prospective permittee must comply with the following conditions, as applicable, in addition to any Utility RGP terms and project-specific conditions imposed by the Corps.

1. **Compliance:** The permittee is responsible for ensuring that whomever performs, supervises or oversees any portion of the physical work associated with the construction of the project has a copy of and is familiar with all the terms and conditions of the RGP and any special (permit-specific) conditions included in any written verification letter from the Corps. The activity must also comply with any special conditions added by the state, tribe, or U.S. EPA in its Section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination. The permittee is ultimately responsible for ensuring compliance with all the terms and conditions of the RGP. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable RGP general conditions, as well as any activity-specific conditions added by the Corps to an RGP authorization.
2. **Compliance Certification:** Each permittee who receives an RGP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The Corps will provide the permittee the certification document with the RGP verification letter. The completed certification document must be submitted to the Corps within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

3. **Site Inspection:** The permittee shall allow representatives from the Corps to inspect the proposed project site and the authorized activity to ensure that it is being, or has been, constructed and maintained in accordance with the RGP authorization.
4. **Migratory Birds and Bald and Golden Eagles:** The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service (FWS) to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.
5. **Endangered Species:**
  - a. No activity is authorized under this RGP which is likely to directly or indirectly jeopardize the continued existence of a federally threatened or endangered species or a species proposed for such designation, as identified under the Endangered Species Act (ESA), 50 CFR 402, or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under the Utility RGP which “may affect” a listed species or critical habitat, unless ESA Section 7 consultation addressing the effects of the proposed activity has been completed, and a Corps RGP verification letter is issued. Direct effects are the immediate effects on listed species and critical habitat caused by the RGP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the RGP activity and are later in time, but still are reasonably certain to occur.
  - b. As a result of formal or informal consultation with the FWS, the Corps may add species-specific permit conditions to the RGP verification.
  - c. Information on the location of federally threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS on their web page at [www.fws.gov/ipac](http://www.fws.gov/ipac).
6. **Calcareous Fens:** The permittee may not complete regulated activities in a calcareous fen, unless the Wisconsin Department of Natural Resources has authorized the proposed regulated activity, or the Minnesota Department of Natural Resources has approved a calcareous fen management plan specific to the project. A list of known Minnesota calcareous fens can be found at: [http://files.dnr.state.mn.us/eco/wetlands/calcareous\\_fen\\_list.pdf](http://files.dnr.state.mn.us/eco/wetlands/calcareous_fen_list.pdf).
7. **Wild and Scenic Rivers:** The permittee may not complete regulated activities which may affect or are located in a designated portions of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
8. **Historic Properties, Cultural Resources:**
  - a. No activity which may affect historic properties listed or potentially eligible for listing on the National Register of Historic Places is authorized until the requirements of Section 106 of the National Historic Preservation Act (Section 106) have been satisfied. Federal project proponents should follow their own procedures for complying with the requirements of Section 106 and provide documentation of compliance with those requirements.
  - b. Information on the location and existence of historic and cultural resources can be obtained from the State Historic Preservation Office, Tribal Historic Preservation Offices, and the National Register of Historic Places.
  - c. Rock or fill material used for activities authorized by this permit must either be obtained from existing quarries or, if a new borrow site is excavated to obtain fill material, the Corps must be notified prior to the use of the new site to determine whether a cultural resources survey of the site is necessary.
9. **Discovery of Previously Unknown Remains and Artifacts:** If any previously unknown historic, cultural or archeological remains and artifacts are discovered while accomplishing the activity authorized by this permit, you must immediately notify the Corps of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The Corps will initiate the federal, tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

10. **Burial Sites:** Burial sites, marked or unmarked, are subject to state law (Wisconsin Statute 157.70 and Minnesota Statutes 306 and 307.08). Native American burial sites on federal or tribal land are subject to the provisions of Native American Graves Protection and Repatriation Act (NAGPRA). Regulated activities may not result in disturbance or removal of human remains until disposition of the remains has been determined by the appropriate authority under these laws, and the work is authorized by the Corps. Regulated activities which result in an inadvertent discovery of human remains must stop immediately, and the Corps, as well as the appropriate state and tribal authority, must be notified. Regulated work at inadvertent discovery sites requires compliance with state law and NAGPRA, as appropriate, prior to re-starting work.
11. **Federally Authorized Corps Civil Works projects:** A permittee is not authorized to begin any regulated activities described in this RGP if activities will alter or temporarily or permanently occupy or use a Corps federally authorized civil works project, unless the appropriate Corps office issues Section 408 permission to alter, occupy, or use the Corps civil works project (pursuant to 33 U.S.C. 408), and the Corps issues written a Utility RGP verification. Examples of federal projects include, but are not limited to, works that were built by the Corps and are locally maintained (such as local flood control projects) or operated and maintained by the Corps (such as locks and dams).
12. **Dam Safety:** Permittees are not authorized to begin regulated activities unless they are able to demonstrate that the structures, when appropriate, comply with applicable state dam safety criteria or have been designed by qualified persons. The Corps may require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications are made to ensure safety.
13. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
14. **Restoration of Temporary Impacts:** All temporary impacts in waters of the US, including discharges resulting from side casting material excavated from trenching, that occur as a result of the regulated activity must be fully contained with appropriate erosion control or containment methods, be restored to preconstruction contours and elevations, and, as appropriate, revegetated with native, non-invasive vegetation. In temporarily excavated wetlands, topsoil should be segregated and replaced to original depths, for example, in most wetlands the top 6 to 12 inches of the excavation should normally be backfilled with topsoil originating from the wetland. No temporary excavation area, including, but not limited to trenches, may be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a French drain effect).
15. **Duration of Temporary Impacts:** Temporary impacts in waters of the U.S., including wetlands, must be avoided and limited to the smallest area and the shortest duration required to accomplish the project purpose.
  - a. Unless otherwise conditioned in a Corps RGP verification, temporary impacts may not remain in place longer than 90 days between May 15 and November 15. Before those 90 days have elapsed, all temporary discharges must be removed in their entirety.
  - b. If the temporary impacts would remain in place for longer than 90 days between May 15 and November 15, the PCN must include a request for a waiver from this condition and specify how long temporary impacts will remain and include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. The permittee must remove the temporary impacts in their entirety in accordance with the activity authorized their permit verification.
16. **Best Management Practices (BMPs):** To minimize adverse effects from soil loss and sediment transport that may occur as a result of the authorized work, appropriate BMPs must be implemented and maintained. For authorized work above an OHWM the BMPs must remain in place until the affected area is stabilized with vegetation or ground cover. For all authorized work below an OHWM, BMPs are required and must prevent or minimize adverse effects (e.g., total suspended solids or sedimentation) to the water column outside of the authorized work area. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance. All BMPs must be inspected and properly maintained following storm

St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

events to ensure they are operational. All exposed slopes and stream banks must be stabilized within 24 hours after completion of all tributary crossings.

17. **Culverts and Crossings:** Unless an RGP verification authorizes otherwise, replacement and installation of culverts or crossings authorized by an RGP are to follow (or be restored to) the natural alignment and profile of the tributary. The culverts or bridges must adequately pass low flow and bankfull events, bedload, sediment load, and provide site-appropriate fish and wildlife passage. Example design elements include recessing single culverts to accommodate natural bankfull width and adjusting additional culvert inverts at an elevation higher than the bankfull elevation.
18. **Aquatic Life Movements:** No regulated activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water.
19. **Spawning Areas:** Activities in spawning areas, during spawning seasons, must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial sedimentation) of a designated or known spawning area are not authorized.
20. **Riprap:** For RGP categories that allow for the use of riprap material for bank stabilization, only rock shall be used and it must be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal or high flows.
21. **Pollutant or Hazardous Waste Spills:** The permittee is responsible for removing pollutants and hazardous materials and for minimizing any contamination resulting from a spill in accordance with all applicable state, tribal, and federal laws. In accordance with applicable state, tribal, and federal laws and regulations, if a spill of any potential pollutant or hazardous waste occurs, it is the responsibility of the permittee to immediately notify the National Response Center at 1-800-424-8802 or [www.nrc.uscg.mil](http://www.nrc.uscg.mil) AND  
IN WISCONSIN: the WI DNR Spills Team at 1-800-943-0003; or  
IN MINNESOTA: the Minnesota State Duty Officer at 1-800-422-0798.
22. **Clean Construction Equipment:** All construction equipment must be clean prior to entering and before leaving the work site in order to prevent the spread of invasive species.
23. **Navigation:** No activity may cause more than a minimal adverse effect on navigation. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the US. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
24. **Fills Within 100-Year Floodplains:** The regulated activity must comply with applicable FEMA-approved state or local floodplain management requirements.
25. **Access Roads:** Access roads must be sized appropriately and must be constructed in such a way to minimize adverse effects on waters of the US and elevations must be as near as practicable to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). All access roads constructed in waters of the US must be properly bridged or culverted to maintain surface flows.
26. **Minimum Clearances for Aerial Lines over Navigable Waters:** The minimum clearance\* for an aerial electrical power transmission line is based on the low point of the line under conditions that produce the greatest sag, taking into consideration temperature, load, wind, length or span and the type of supports. The minimum clearance for an aerial electrical power transmission line crossing navigable waters of the United States, where there is an established bridge clearance established by the U.S. Coast Guard, shall be governed by the system voltage, as indicated below:

St. Paul District Corps of Engineers, Regulatory Branch  
 Utility Regional General Permit

Nominal System Voltage, in kilovolts	Minimum Clearance Above Bridge (as established by the U.S. Coast Guard)
115 and below	20 feet
138	22
161	24
230	26
350	30
500	35
700	42
750 to 765	45

\*NOTE: Minimum clearance is the distance measured between the lowest point of a stationary bridge, including any infrastructure attached to underside of the bridge, and the ordinary high water mark of the navigable waters of the United States beneath the bridge.

27. **Minimum Depths for Utility Lines under Federally-Maintained Channels:** Unless otherwise conditioned in a Corps Utility RGP verification letter, all utility line crossings of federally-maintained channels (i.e., the Mississippi River) will be buried at least six (6) feet below the allowable over depth of the authorized channel, including all side slopes.
28. **Overhead Utility Line Foundations:** Foundations proposed for overhead utility lines must be the minimum size necessary and separate footings for each tower leg (rather than a large single pad) must be used where practicable.
29. **Remediation of Inadvertent Returns of Drilling Fluid:** When an inadvertent return of drilling fluids is suspected or detected in a regulated water of the U.S. the contractor shall suspend all drilling operations at the return site immediately. Work shall be undertaken immediately to contain and clean-up the inadvertent drilling fluid and minimize further migration of the drilling fluids/slurry in waters of the US. All inadvertent return sites located in waters of the U.S. shall be returned to pre-project conditions pursuant to Conditions 14 and 15. Notification must be provided consistent with Condition 21. Notification of inadvertent returns in waters of the US must also include notification to the Corps, but does not require Utility RGP verification prior to commencing remediation work.
30. **Section 401 Clean Water Act Water Quality Certification:** All regulated activities authorized by the Utility RGP pursuant to Section 404 of the Clean Water Act require Section 401 Clean Water Act certification or waiver to be considered valid.
31. **Transfer of Regional General Permit Verifications:** If the permittee sells the property associated with a regional general permit verification, the permittee may transfer the regional general permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the regional general permit verification must be attached to the letter, and the letter must contain the following statement and signature "When the structures or work authorized by this regional general permit are still in existence at the time the property is transferred, the terms and conditions of this regional general permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this regional general permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

\_\_\_\_\_  
 (Transferee)

\_\_\_\_\_  
 (Date)

## I. DEFINITIONS

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term discharge of dredged material is defined at 33 CFR 323.2(d) and the term discharge of fill material is defined at 33 CFR 323.2(f).

Exploratory trenching: Temporary excavation of the upper soil profile to expose bedrock or substrate, for the purpose of mapping or sampling the exposed material.

Historic property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete **non-linear** project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Linear ditch: A defined channel constructed adjacent to a linear transportation facility (e.g., roads, highways, railways, trails, airport runways, and taxiways, etc.) to convey runoff from the linear facilities and from areas which drain toward the linear facilities. The term linear ditch does not include natural tributaries, relocated natural tributaries, or modified natural tributaries.

Navigable waters: Waters subject to Section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Ordinary high water mark (OHWM): An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Overall project: The aggregate of all single and complete projects related to the same purpose, including linear and non-linear projects with regulated losses and temporary impacts to waters of the US.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification (PCN): A request submitted by the project proponent to the Corps for confirmation that a particular activity is verified by a general permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. PCN may be required by the terms and conditions of this regional general permit. A PCN may be voluntarily submitted in cases where PCN is not required and the project proponent wants verification that the activity is authorized by the general permit.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at



St. Paul District Corps of Engineers, Regulatory Branch  
Utility Regional General Permit

separate and distant locations. The term "single and complete project" is defined as that portion of the overall linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the US (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of this general permit authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately. The definition of "single and complete linear project" does not include the term "independent utility" because each crossing of waters of the US is needed for the single and complete linear project to fulfill its purpose of transporting people, goods, and services from the point of origin to the terminal point.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the overall project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility. Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an RGP authorization. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tribal lands: Any lands which are either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Tributary: For purposes of this RGP, a water that contributes flow, either directly or through another water to a traditionally navigable water or interstate water (including wetlands) and that is characterized by the presence of the physical indicators of bed and banks and ordinary high water mark. A tributary can be a natural, man-altered, or man-made water and includes waters such as rivers, streams, canals, and ditches.

Utility line: Any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose not excluded herein, and any cable, line, or wire for the transmission of electrical energy, telephone, and telegraph messages, and internet, radio, and television communication. The term utility line does not include activities that drain a water of the United States, such as drainage tile or French drains. The term also excludes pipes and culverts for residential, commercial, industrial, agricultural, recreational, or other developments associated with driveways, roadways, lots, and storm water ponds.

Waiver: An approval from the Corps which allows an applicant to exceed the activity restrictions or conditions described in an RGP. Waivers may only be considered when expressly indicated as available in an RGP and will only be granted once the Corps has made a written determination that the RGP activity will result in only minimal individual and cumulative adverse environmental effects. When a waiver is required, an applicant cannot start work until they have received an RGP verification letter with waiver approval.

Waterbody: For purposes of this RGP, a waterbody is a jurisdictional water of the US. Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.

## J. FURTHER INFORMATION

1. Congressional authorities: The permittee has been authorized to undertake the activity described above pursuant to Section 404 of the Clean Water Act (33 U.S.C 1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
2. The Corps retains discretionary authority to require an individual permit for any activity eligible for authorization by an RGP based on concern for the aquatic environment or for any other factor of the public interest.
3. Limits of this authorization:
  - a. This RGP does not obviate the need to obtain other federal, state, or local authorizations required by law;
  - b. This RGP does not grant any property rights or exclusive privileges;
  - c. This RGP does not authorize any injury to the property or rights of others; and
  - d. This RGP does not authorize interference with any existing or proposed federal project.
4. Limits of federal liability: In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes;
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest;
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;
  - d. Design or construction deficiencies associated with the permitted work; or
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
5. Reliance on permittee's data: The determination of this office that an activity is not contrary to the public interest will be made in reliance on the information provided by the project proponent.
6. Re-evaluation of decision: This office may reevaluate its decision for an individual verification under this general permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. The permittee fails to comply with the terms and conditions of this permit;
  - b. The information provided by the permittee in support of the pre-construction notification proves to have been false, incomplete, or inaccurate (See 5 above); or
  - c. Significant new information surfaces which this office did not consider in reaching the original decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring the permittee to comply with the terms and conditions of their permit and for the initiation of legal action where appropriate. The permittee will be required to pay for any corrective measures ordered by this office, and if the permittee fails to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill the permittee for the cost.
7. This office may also reevaluate its decision to issue this Utility RGP at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.

## **K. CORPS DECISION**

In reviewing the PCN for the proposed activity, the Corps will determine whether the activity authorized by the RGP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific RGP, the Corps should issue the RGP verification for that activity if it meets the terms and conditions of that RGP, unless the Corps determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the US to determine whether they individually satisfy the terms and conditions of the RGPs, as well as the cumulative effects caused by all of the crossings authorized by RGP.

If an applicant requests a waiver for any limit where waivers are indicated as available, the Corps will only grant the waiver upon a written determination that the RGP activity will result in only minimal individual and cumulative adverse environmental effects.

When making minimal adverse environmental effects determinations the Corps will consider the direct and indirect effects caused by the RGP activity. The Corps will also consider the cumulative adverse environmental effects caused by activities authorized by the RGP and whether those cumulative adverse environmental effects are no more than minimal. The Corps will consider site specific factors, such as the environmental setting in the vicinity of the RGP activity, the type of resource that will be affected by the RGP activity, the functions provided by the aquatic resources that will be affected by the RGP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the RGP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the Corps. The Corps may add case-specific special conditions to the RGP authorization to address site-specific environmental concerns.

The Corps will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal to inform decisions regarding whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the Corps determines that the activity complies with the terms and conditions of the RGP and that the adverse environmental effects are no more than minimal, after considering mitigation, the Corps will notify the permittee and include any activity specific conditions in the RGP verification the Corps deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). When compensatory mitigation is required, the Corps must approve the final mitigation plan before the permittee commences work in waters of the US, unless the Corps determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the Corps determines that the adverse environmental effects of the proposed activity are more than minimal, then the Corps will notify the applicant of next steps as described in 33 CFR 325.



# LSBU Distribution Field Risk Assessment

Date: \_\_\_\_\_ Location and/or Equip #:

Task: \_\_\_\_\_

Risk Assessment Questions:	YES	NO
Is there any uncertainty regarding the job scope? (If yes, review Work Site Hazards and Controls on Pgs 2 & 3)	<input type="checkbox"/>	<input type="checkbox"/>
Does a fall hazard exist? (If the work to be performed is above 6 feet, see WAH section of Pgs 2, & 3)	<input type="checkbox"/>	<input type="checkbox"/>
Is work area an Enclosed & Confined Space? (If yes, complete Confined Space Permit on Pg 6)	<input type="checkbox"/>	<input type="checkbox"/>
Will hot work be required? (If yes, complete Hot Work Permit)	<input type="checkbox"/>	<input type="checkbox"/>
Does equipment require a pre-use inspection? (If yes, complete Pre-Use Inspection - Separate Form)	<input type="checkbox"/>	<input type="checkbox"/>
Is Energy Isolation (LOTO) required? (If yes, review Work Site Hazards and Controls on Pgs 2 & 3)	<input type="checkbox"/>	<input type="checkbox"/>
Is there an increased risk of eye injury? (If yes, review Work Site Hazards and Controls on Pgs 2 & 3)	<input type="checkbox"/>	<input type="checkbox"/>
Is respiratory protection required? (If yes, review Work Site Hazards and Controls on Pgs 2 & 3)	<input type="checkbox"/>	<input type="checkbox"/>
Will you need help with any lifting requirements? (If yes, review Physical Hazards and Controls on Pgs 2 & 3)	<input type="checkbox"/>	<input type="checkbox"/>
Will your body position for this task put you at risk? (If yes, review Physical Hazards and Controls on Pgs 2 & 3)	<input type="checkbox"/>	<input type="checkbox"/>
Will the area housekeeping affect your safety? (If yes, review Work Site Hazards and Controls on Pgs 2 & 3)	<input type="checkbox"/>	<input type="checkbox"/>
Have you noted any other safety concerns? (If yes, provide details in "Other Hazards (Identified)" section on Pg 7)	<input type="checkbox"/>	<input type="checkbox"/>
Do physical or chemical hazards exist? (If yes, review Work Site Hazards and Controls on Pgs 2 & 3)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Significant Risk Assessment:</b> If yes to two or more, a formal risk assessment is required (i.e. Project Level Risk Assessment or equivalent)	<input type="checkbox"/>	<input type="checkbox"/>
Is this a "seldom done" task?	<input type="checkbox"/>	<input type="checkbox"/>
Mobile equipment use?	<input type="checkbox"/>	<input type="checkbox"/>
Enclosed and confined space entry?	<input type="checkbox"/>	<input type="checkbox"/>
Work at heights?	<input type="checkbox"/>	<input type="checkbox"/>
Does a Project Level Risk Assessment/Job Hazard Analysis exist for this Job or Task? (If yes, review all applicable safety documents)	<input type="checkbox"/>	<input type="checkbox"/>

Completed by: \_\_\_\_\_  
Please Print W.O. #: \_\_\_\_\_  
(if applicable)

1 EYES ON TASK

## Potential Work Site Hazards

- Dust
- Fumes / Vapours
- Liquid
- Gas
- Solid
- Toxic
- Excessive Noise
- Hand Tools
- Power Tools
- Ear Plugs
- Ear Muffs
- Both
- Inadequate Ventilation
- Air Movers
- Mechanical Ventilation
- Housekeeping / Congested Areas
- Explosion Proof Lights
- Portable Lights
- Flashlights
- Grinding
- Welding
- Cutting
- Maintain Clear Access
- Proper Stacking / Storage
- Other Workers in the Area
- Gauntlet Style Gloves
- Face Shield
- Welding Mask
- Hot/Cold Surfaces
- Fire Blankets
- Wristlets
- Gauntlet Gloves
- Rotating/Moving Equip. & Machinery
- Lockout/Tagout
- Guards
- Travel Restriction
- Process Sensitive Equipment
- Protect with Guards
- Identify with Flagging & Tags
- Sharp Objects
- Pinch Points
- Cuts & Scrapes
- Guards
- Wristlets
- Leather/Cut Resistant Gloves
- Electrical Hazards
- ARC Flash
- LOTO
- Suspend Cords
- GFCI Required
- Flammable / Combustible in area
- Fire Extinguisher
- Fire Retardant Coveralls
- Adhesives/Epoxies
- Lime
- Acid
- Oxidization/Rust
- MSDS Available
- Acid / Chemical Resistant Gloves
- Tyvek Coveralls
- Acid / Chemical Resistant Suit
- Overhead Hazards (mud rings, susp. loads, high coating, power lines)
- Remove Scale
- Barricade Drop Zone
- Other: \_\_\_\_\_

## Hazard Controls

- Dust Goggles
- Respirator
- Full
- Half
- Dust Mask
- Mechanical Ventilation
- Explosion Proof Lights
- Portable Lights
- Flashlights
- Maintain Clear Access
- Proper Stacking / Storage
- Gauntlet Style Gloves
- Face Shield
- Welding Mask
- Verbal Communications
- Barricades, Signs & Tags
- Fire Blankets
- Wristlets
- Gauntlet Gloves
- Lockout/Tagout
- Guards
- Travel Restriction
- Protect with Guards
- Identify with Flagging & Tags
- Wristlets
- Leather/Cut Resistant Gloves
- LOTO
- Suspend Cords
- GFCI Required
- Fire Extinguisher
- Fire Retardant Coveralls
- MSDS Available
- Acid / Chemical Resistant Gloves
- Tyvek Coveralls
- Acid / Chemical Resistant Suit
- Remove Scale
- Barricade Drop Zone
- Other: \_\_\_\_\_

## Physical Hazards (Ergonomics)

- Manual Lifting
- Mechanical Assistance
- Proper Lifting Techniques
- Awkward Load/Position
- Heavy Objects (>50 lbs)
- Rope/Pulley
- Assistance from Others
- Overexertion
- Pushing
- Carrying
- Secure Load
- Proper Body Positioning
- Prolonged Bending/Twisting
- Microbreaks
- Stay within Physical Limitations
- Awkward Positions
- Body part(s) in Line of Fire
- Repetitive Motions
- Frequent Breaks
- Job Rotation
- Share Workload

## Physical Hazard Controls

- Mechanical Assistance
- Proper Lifting Techniques
- Rope/Pulley
- Assistance from Others
- Secure Load
- Proper Body Positioning
- Microbreaks
- Stay within Physical Limitations
- Repositioning
- Frequent Breaks
- Job Rotation
- Share Workload

## Environmental (Temperature Extremes)

- Temp: \_\_\_\_\_ °C / \_\_\_\_\_ °F
- Hot
- Cold
- Rain
- Snow
- Windy
- Fog
- Ground Conditions
- Water
- Ice
- Muddy
- Work Near Open Water

## Environmental Controls

- Work Rest Schedule
- Thermal Clothing/PPE
- Secure Loose Material
- Insulated Gloves
- Rain Gear
- Sand
- Back Fill
- Drainage
- Personal Flotation Device (PFD)

## Working At Heights Permit (Check all that apply)

- Fall Hazard Risk Assessment (FHRA) reviewed
- 100% Fall Protection
- Fall Restraint
- WAH Rescue Plan Reviewed
- Anchor Point
- Scaffold/Davit Arm
- Structural Steel
- FHRA does not exist (Supervisor to complete FHRA)
- Fall Distance Calculation = \_\_\_\_\_  
*Length of lanyard x extension x worker's height + safety factor of 3'*
- Workers Above
- Workers Below
- Ladder Use
- Overhead Work
- Snagging Lift
- Manlift
- Overhead Protection
- Signs, Barricades & Tags

2 MIND ON TASK

# HOT WORK PERMIT

Date: \_\_\_\_\_  
Location: \_\_\_\_\_  
Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_  
Name: \_\_\_\_\_  
Supervisor: \_\_\_\_\_

## During Hot Work:

- Fire extinguisher within 20 feet.
- Combustible floors kept clean during hot work.
- Oxy-Acetylene and other fuel cylinders secure and upright.
- Place hoses so they will not get crushed, damaged, or burned.

## After Hot Work:

- Fire watch for 60 minutes (if required).
- Fire extinguishing equipment to stay at work area until fire watch over.
- Return Hot Work Permit to your Supervisor.

3 LINE OF FIRE

# HOT WORK PERMIT

## Checklist:

- Control room has been informed regarding hot work operations for work being undertaken (mandatory for work in Coal Mill alternate dust or other high-risk environments)
- Notify of the intent to perform hot work
- PPE for welding (goggles, hood, gloves and ear protection) in place
- Hot Work Equipment in good repair
- Inspect the hot work area for fire hazards
- Remove/Clean/Protect all combustible materials
- Combustible floors wet down
- Protect combustible materials, walls, floor openings, etc.
- Pressurized vessels isolated and vented
- Fire extinguisher present
- Seal all cracks/floor & wall openings that sparks and slag may enter
- Sweep floor of all loose combustible material
- Explosive Risks eliminated
- Place flame resistant screens to protect personnel
- Protect conveyor systems that may carry sparks to other areas
- Containers purged of flammable or explosive material
- Area below barricaded
- Hot Work Permit completed and posted in visible area



## Enclosed & Confined Space Permit

Have alternatives to entry been ruled out? *If no, discuss with supervisor.	YES	NO
Is there a site-specific fact sheet for entering and working in this space? *If no, notify supervisor and complete prior to entry.	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Atmosphere? (e.g. Welding, Cutting, Coal/Coke Dust, Combustion Exhaust Vehicle, ALL Gases Controlled).	<input type="checkbox"/>	<input type="checkbox"/>
Is Air Testing equipment available/calibrated? *Air testing is required each time the confined space is vacated (e.g. after lunch breaks, beginning of a shift, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Engulfment/Entrapment Hazards? (e.g. Material Buildup, Shifting Contents, Contents Fill or Removal)	<input type="checkbox"/>	<input type="checkbox"/>
Flammability Hazard? (e.g. Explosive Gases, Flammable Materials, Hot Work, O2 Rich Environment)	<input type="checkbox"/>	<input type="checkbox"/>
Is Continuous Air Monitoring required? (Continuous monitoring is required if a potential Hazardous Atmosphere or Flammability Hazard exists and/or Entrapment/Entrapment Hazards exist) *If yes, qualified attendant is required	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Hazards? Surface Conditions, Extreme Temperatures, Falling Objects, Suspended Loads	<input type="checkbox"/>	<input type="checkbox"/>
Configuration (Interior Shape)? Complex Layout, Structural Integrity, Inwardly Converging Walls, Compartmentalized	<input type="checkbox"/>	<input type="checkbox"/>
Task-Specific? cleaning, Unblocking / Unplugging, Painting, Working at Heights	<input type="checkbox"/>	<input type="checkbox"/>
Have all participants completed the LAFARGE Enclosed and Confined Space Training for their role?	<input type="checkbox"/>	<input type="checkbox"/>

\*Separate atmospheric monitoring form must be used for all Confined Space Entries

Name of Trained and Qualified Attendants:

## Daily Permit Issued:

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Note: Daily Permit Expires at end of current shift

Rescue Details  
 \*Entry into Enclosed and Confined Spaces may require Retrieval and Rescue Procedures. See Fact Sheet.

Monitor Calibration Date:		Tester's Initials	
O <sub>2</sub> %	LEL%	CO	Other
Acceptable 19.5 to 23	<1.0% Hot Work -5%	25 PPM	

Name of Entrant	Entry Status	Entry Initials	Pre-Entry Briefing
	In Out		Yes No
	In Out		Yes No
	In Out		Yes No
	In Out		Yes No

Work Authorization Required if Pgs 2-7 are used  
 (Signature of Supervisor or LAFARGE Contractor Coordinator)

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_

## Other Hazards Identified / Measures Taken:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Job Close-Out Comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Project Close-Out:

Task completed according to work order or Supervisor's Instructions?

- YES  NO
- Task Completed Safety
- Task Ongoing
- Permits Signed Off and Returned
- Pre-Use Inspections Signed Off and Returned
- All Waste Cleaned up and Removed
- Tools and Equipment Removed or Secured
- Barricades, Signs and Tags Removed
- Isolations Removed (Locks and Tags)
- Time Constraints were a Factor?
- Near-Miss or Incident/Accident Occurred

(Provide full details on the Job Closeout Comments section)

Must Be Signed By Your Supervisor:

Signature \_\_\_\_\_



Have all  Hazards Been Controlled or Evaluated?

YES  NO

Do Not Start Job Unless You Can Answer Yes!

Sign-in: Crew Members Signatures:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS -  
PHASE 1  
CONTRACT NO. 8250**

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 - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

Vice President

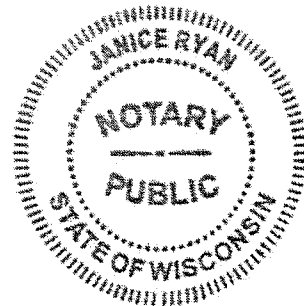
TITLE, IF ANY

Sworn and subscribed to before me this  
23<sup>rd</sup> day of August, 2018.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 10-21-21

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



Contract 8250 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

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

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

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



**SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS -  
PHASE 1  
CONTRACT NO. 8250**

**Small Business Enterprise Compliance Report**

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

**Cover Sheet**

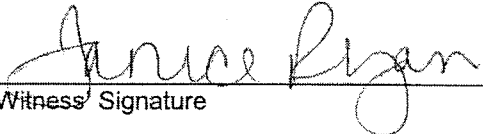
Prime Bidder Information

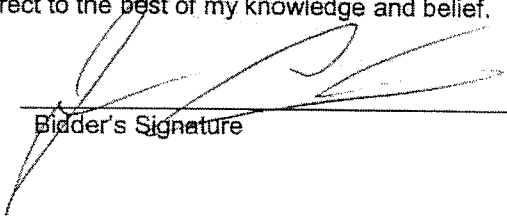
Company: Speedway Sand & Gravel Inc.  
Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562  
Telephone Number: 608-836-1071 Fax Number: 608-836-7485  
Contact Person/Title: John Czerepinski, Vice President

Prime Bidder Certification

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

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

  
Witness Signature  
August 23, 2018  
Date

  
Bidder's Signature

**SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS -  
PHASE 1  
CONTRACT NO. 8250**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	6% of Total Bid Amount
		%
JR's Landscaping	Silt Sock, Erosion Matting, Temp Fencing, Seeding, Inlet Protection	10.83 %
		%
		%
Neil Schlough Trucking	Hauling	3.77 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		<b><u>14.60</u> %</b>

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b>		<b>_____ % x 0.6 = _____ % (discounted to 60%)</b>
<b>Total Percentage of SBE Utilization:</b>		<b><u>14.60</u> %.</b>

**SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS - PHASE 1**

CONTRACT NO. 8250

DATE: 8/23/2018

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LS	1.00	\$500.00	\$500.00
10911 - MOBILIZATION - LS	1.00	\$7,201.27	\$7,201.27
20101 - EXCAVATION CUT - C.Y.	183.00	\$34.00	\$6,222.00
20140 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY	235.00	\$5.00	\$1,175.00
20201 - FILL BORROW - TON	220.00	\$18.00	\$3,960.00
20217 - CLEAR STONE - TON	205.00	\$45.00	\$9,225.00
20221 - TOPSOIL - SY	1622.00	\$4.00	\$6,488.00
20228 - MEDIUM RIPRAP - GLACIAL FIELD STONE - TON	150.00	\$90.00	\$13,500.00
20233 - RIPRAP FILTER FABRIC, TYPE HR - SY	403.00	\$10.00	\$4,030.00
20401 - CLEARING - ID	40.00	\$30.00	\$1,200.00
20406 - GRUBBING - ID	40.00	\$30.00	\$1,200.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$500.00	\$500.00
21013 - STREET SWEEPING - LS	1.00	\$700.00	\$700.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - LF	236.00	\$7.00	\$1,652.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE - LF	236.00	\$1.00	\$236.00
21021 - SILT FENCE - COMPLETE - LF	100.00	\$29.00	\$2,900.00
21055 - INLET PROTECTION, TYPE D HYBRID - COMPLETE - EACH	7.00	\$260.00	\$1,820.00
21061 - EROSION MATTING, CLASS I URBAN TYPE A - SY	1480.00	\$2.00	\$2,960.00
21073 - EROSION MATTING, CLASS II, TYPE C - ORGANIC - SY	470.00	\$4.50	\$2,115.00
30142 - TYPE B SLURRY - CY	28.00	\$270.00	\$7,560.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	120.00	\$26.00	\$3,120.00
50425 - 48 INCH X 76 INCH TYPE I HERCP STORM SEWER PIPE - LF	40.00	\$387.31	\$15,492.40
50426 - 53 INCH X 83 INCH TYPE I HERCP STORM SEWER PIPE - LF	88.00	\$453.26	\$39,886.88
90030 - TEMPORARY FENCING (UNDISTRIBUTED) - LF	200.00	\$5.00	\$1,000.00
90031 - STORM/STREAM CONTROL - LS	1.00	\$5,000.00	\$5,000.00
90032 - SEEDING - NO MOW TURF - SY	1314.00	\$2.85	\$3,744.90
90033 - SEEDING - NATIVE SEED MIX - SY	408.00	\$4.25	\$1,734.00
90034 - BRUSHING - SY	861.00	\$2.55	\$2,195.55
90035 - ORGANICS HAULING AND DISPOSAL - CY	40.00	\$25.00	\$1,000.00
<b>29 Items</b>	<b>Totals</b>		<b>\$148,318.00</b>



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

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

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

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

**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager

**Operations Manager**  
Kathleen M. Cryan

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

**Financial Manager**  
Steven B. Danner-Rivers

## BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

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

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

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

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

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

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

**PRINCIPAL**

Speedway Sand & Gravel, Inc.  
COMPANY NAME AFFIX SEAL


11-16-2017  
DATE

By:  V.P.  
SIGNATURE AND TITLE

**SURETY**

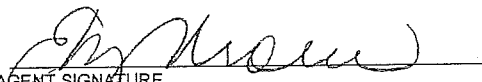
Fidelity and Deposit Company of Maryland  
COMPANY NAME AFFIX SEAL

11-16-2017  
DATE

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

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

11-16-2017  
DATE

  
AGENT SIGNATURE

PO Box 259408  
ADDRESS

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

608-252-9674  
TELEPHONE NUMBER

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

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

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

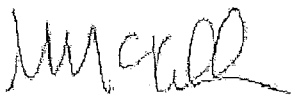
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

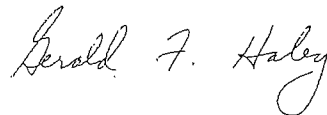
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of April, A.D. 2017.

ATTEST:

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



By:   
*Secretary*  
*Michael McKibben*

  
*Vice President*  
*Gerald F. Haley*

State of Maryland  
County of Baltimore

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

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



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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



Michael Bond, Vice President

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

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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 26 day of September in the year Two Thousand and Eighteen between SPEEDWAY SAND & GRAVEL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted SEPTEMBER 25, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS - PHASE 1 CONTRACT NO. 8250

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED EIGHTEEN AND NO/100 (\$148,318.00) 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 stated in the notice.

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

**c. Exemptions:** This section shall not apply when:

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

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

**SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS -  
 PHASE 1  
 CONTRACT NO. 8250**

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

Countersigned:

[Signature] 9/26/18  
 Witness Date

[Signature] 9/26/18  
 Witness Date

**SPEEDWAY SAND & GRAVEL, INC.**  
 Company Name

[Signature] 9/26/18  
 President Date

[Signature] 9/26/18  
 Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]  
 Finance Director

[Signature]  
 City Attorney

Signed this 23<sup>rd</sup> day of October, 2018

[Signature]  
 Witness

[Signature] 23 Oct 2018  
 Mayor Date

[Signature]  
 Witness

[Signature] 10-4-2018  
 City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC., as principal, and Fidelity and Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED EIGHTEEN AND NO/100 (\$148,318.00) 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:

**SYCAMORE SANITARY SEWER INTERCEPTOR MAINTENANCE ACCESS -  
PHASE 1  
CONTRACT NO. 8250**

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 26 day of September, 2018

Countersigned:

[Handwritten Signature]

Witness

[Handwritten Signature: Anne Ryan]  
Secretary

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

[Handwritten Signature]  
President Seal NA

Approved as to form:

[Handwritten Signature]  
City Attorney

Fidelity and Deposit Company of Maryland

Surety Seal

Salary Employee  Commission

By [Handwritten Signature]  
Attorney-in-Fact, Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

September 26, 2018  
Date

[Handwritten Signature]  
Agent Signature

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

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

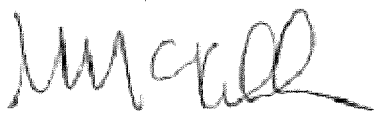
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of April, A.D. 2016.

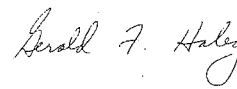
**ATTEST:**

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



By: 

*Secretary  
Michael McKibben*

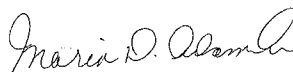


*Vice President  
Gerald F. Haley*

**State of Maryland  
County of Baltimore**

On this 20th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26 day of September, 2018.



Michael Bond, Vice President