

\$1,188,000.00  
ORIGINAL

BID OF R. G. HUSTON CO., INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

EAST TOWNE DETENTION BASIN IMPROVEMENTS

CONTRACT NO. 9437

MUNIS NO. 11066

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON FEBRUARY 28, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**EAST TOWNE DETENTION BASIN IMPROVEMENTS  
CONTRACT NO. 9437**

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This Proposal, and Agreement have  
been prepared by:

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

*CV- Greg Fries* for:  
James M. Wolfe, P.E., City Engineer

JMW: gvp

# SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	EAST TOWNE DETENTION BASIN IMPROVEMENTS
CONTRACT NO.:	9437
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	1/19/23
BID SUBMISSION (2:00 P.M.)	1/26/23
BID OPEN (2:30 P.M.)	1/26/23
PUBLISHED IN WSJ	1/12/23 & 1/19/23

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, [tlomax@cityofmadison.com](mailto:tlomax@cityofmadison.com).

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

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

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

#### STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1  Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.  
 2  Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.  
 3  Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".  
 4  Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)  
 5  Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: [www.dhs.wisconsin.gov/Asbestos/Cert](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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## **SECTION D: SPECIAL PROVISIONS**

### **EAST TOWNE DETENTION BASIN IMPROVEMENTS CONTRACT NO. 9437**

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

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

#### **SECTION 102.1: PREQUALIFICATION OF BIDDERS**

The bidder for this contract must be pre-qualified in at least one of several different categories due to the nature of work involved with this contract. If the prime Contractor is prequalified in a category other than 246 – Ecological Restoration, their Subcontractor must be prequalified under category 246 – Ecological Restoration. Work to be performed by prequalified category 246 – Ecological Restoration shall include bid items 20706, 90003 and 90004.

#### **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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

This contract and associated plan set describes the work necessary to improve approximately 181,550 sqft of detention basin area and creating two new engineered wet cells. Including but not limited to clearing & grubbing, brushing, grading, erosion control, riprap, soil matting, storm sewer improvements, riprap, dewatering, adding gravel maintenance roads and restoration.

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

#### **SECTION 104.4: INCREASED OR DECREASED QUANTITIES**

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

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

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

Contractor to work with the utilities located in the project area to resolve conflicts during the construction process.

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

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

The Contractor shall attend a pre-construction meeting prior to the start of construction. The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, fences, retaining walls, existing utilities, concrete curb, sidewalk, asphalt pavement and other facilities that are in the area to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications. The Contractor shall use care around all existing trees that are to remain. No trees that are to be preserved shall be cut without the approval of the Engineer. **The Contractor shall protect and not disturb vegetation located on the east side of the northeast wet cell as noted on the plans. An orange construction fence is noted on the plans to protect this area.**

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

Contractor is alerted that very little additional space is available within the project grading limits for material storage, staging, and other uses. Contractor may stage equipment, stockpile and store materials within the detention basin lot outside of the grading limits, in areas that will not affect existing trees to remain or protected vegetation. These areas will be restored in kind when construction is complete.

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

**SECTION 105.13                    ORDER OF COMPLETION**

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

**SECTION 107.6                    DUST PROOFING**

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

**SECTION 107.7                    MAINTENANCE OF TRAFFIC**

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

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

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

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

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

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

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

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

Contact Jeremy Nash, City of Madison Traffic Engineering, at [jnash@cityofmadison.com](mailto:jnash@cityofmadison.com) or 608-616-9098 for questions on this spec.

## **ARTICLE 108.2**      **PERMITS**

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

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

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

- Wisconsin DNR dewatering permit.

It shall be the responsibility of contractor to design an approvable dewatering plan and obtain any necessary permits. All permit costs shall be considered incidental to the Site Dewatering Bid Item.

Permits are required prior to authorizing the start of construction.

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

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

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees.

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

**SECTION 109.2            PROSECUTION OF WORK**

Work cannot start on this contract until after the "Start to Work" letter has been received. If it is desirable to begin work before March 31, 2023, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice that was sent to the Contractor. Construction work shall be carried out at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

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

**SECTION 109.7            TIME OF COMPLETION**

The Contractor shall begin work on or around **MARCH 31, 2023** or when ground is dry enough to begin. Regardless of the start date, all work shall be completed on or prior to **NOVEMBER 30, 2023**.

**SECTION 110.1:            MEASUREMENT OF QUANTITIES**

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

**BID ITEM 10911 – MOBILIZATION**

**DESCRIPTION**

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

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

**BID ITEM 20101 – EXCAVATION CUT**

**DESCRIPTION**

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

Cut and fill quantities were calculated using the difference of the existing and proposed surfaces of the digital terrain models. The finished proposed surface model used in the calculations includes the additional excavation required for placing 6 inches of topsoil, the additional excavation for the 10” access road typical section and additional excavation required for riprap excavation. The existing surface used was the top of the existing conditions surface and includes 18 inches of topsoil stripping. Unless there are significant revisions to the design, the plan quantity shall be the final amount for payment. No expansion or shrinkage factors have been or will be applied to the earthwork quantities. Three-dimensional CAD files containing the digital terrain models used for the earthwork calculations are available. Calculations assumed excavation of (18) eighteen inches of existing topsoil, and placement of (6) inches of proposed topsoil. This bid item includes stripping of topsoil in the excavation quantity and calculation. Stripping and stockpiling of topsoil is incidental to this bid item. Contractor can reuse additional topsoil greater than 6 inches to meet grade in areas other than pavement areas, service roads, clay liner and berm areas

- Total Cut: 24,631.00 CUYD
  - 18” Topsoil Stripping 10,086.00 CUYD
  - Anticipated Subsurface Cut 14,545.00 CUYD
  
- Total Fill 12,144.00 CUYD
  - Site Grading: 5,524.00 CUYD
  - Topsoil Placement (Bid Item 20221): 2,212.00 CUYD
  - 2’ Clay Liner (Bid Item 90006): 3,933.00 CUYD
  - Heavy Duty Riprap Placement (Bid Item 20236)(3800 SQFT X 2 FT): 281.00 CUYD
  - Access Road Aggregate (Bid Item 40102) (6280 SQFT x 0.83 FT): 194.00 CUYD

Topsoil placement was calculated as the limits of disturbance multiplied by 6”. Some areas outside of the slope intercept line and inside the limits of disturbance may not end up being disturbed and require topsoil removal or placement

It is estimated that a minimum of ~ 2,212 cubic yards of topsoil and 5,524 cubic yards of subsoil shall be made available for fill. Suitable materials (to be determined by the Engineer) may be re-used as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is incidental in this bid item. Clay material found during excavation may be used for Clay Liner Material. If no Clay Liner Material is available on site the contractor is responsible for providing material to be paid for under bid item 90006.

Excess material generated during construction shall be hauled off-site and disposed of by the Contractor at a site provided by the Contractor at no additional cost to the City.

See Appendix A for site soil boring information.

The over excavation for the placement of 6 inches of topsoil has been included in the excavation quantity. Topsoil segregation, temporary stockpiling, and redistribution over disturbed areas, shall be paid under Bid Item 20221 – Topsoil.

Concrete curb and gutter, concrete sidewalk, concrete driveway aprons and pavements damaged or dislocated in line or elevation or both by the Contractor in the work of excavating, filling, rolling and grading shall be replaced by the Contractor immediately per the City of Madison Standard Specifications,



at the Contractor's expense and incidental to this bid item. The Contractor shall operate equipment in such a manner that equipment tires or tracks do not discolor, mark, and damage existing curb and gutter, sidewalk or pavements.

#### **METHOD OF MEASUREMENT**

Excavation Cut within the limits shown in the plan set, or as defined in these Special Provisions, shall be paid based on the "Plan Quantity" without measurement thereof. No changes to this quantity shall be approved unless there are significant revisions to the design that result in (>10%) increase or decrease in quantity.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 20217 – CLEAR STONE**

Clear Stone shall meet the requirements for Gradation Number One (No. 1) of the Standard Specifications, commonly known as three-inch clear stone. The clear stone shall be utilized for a construction entrance, clear stone weepers and/or other purposes as directed by the Engineer. Bid quantities for clear stone include clear stone quantities for BID ITEM 21011 – CONSTRUCTION ENTRANCE.

#### **BID ITEM 20221 – TOPSOIL**

##### **DESCRIPTION**

Topsoil shall include furnishing, spreading, fine grading and raking the surface in preparation for seeding, in accordance with Section 202 of the Standard Specifications. Contractor may use salvaged topsoil obtained from excavation within the project limits for some or all of the topsoil required. If salvaged topsoil is used, this item includes any additional effort to strip the topsoil, stockpile it on site and prepare it to meet the material specifications. If off-site topsoil is required, no extra compensation will be allowed.

All areas within the limits of disturbance, except areas of hard surface or clay liner, shall have topsoil placed to a minimum thickness of six (6) inches unless otherwise shown on plans. All salvaged topsoil shall be stored in an appropriate manner, which includes storing the material in an upland area and surrounding the stockpile with silt fence or silt sock. In cut sections, if over-excavation is required to place adequate topsoil thickness, excavation for topsoil shall be considered to be incidental to this Bid Item.

From the borings taken on this site, it is assumed that the site will average 18 inches of existing topsoil over the detention basin excavation. It is estimated that ~2,212 cubic yards of topsoil shall be made available through Excavation Cut and ~ 13,269 sqyd of a minimum 6" topsoil shall be distributed on-site through BID ITEM 20221-Topsoil.

#### **METHOD OF MEASUREMENT**

Topsoil shall be paid per Square Yard of material based on Plan Quantity without measurement thereof. No expansion or shrinking factors have been or will be applied to this quantity. The Plan Quantity measured the area of the grading limits, excluding the access road, clay liner and riprap areas.

**BASIS OF PAYMENT**

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

**BID ITEM 20236 – HEAVY RIPRAP-GLACIAL FIELD STONE**

**DESCRIPTION**

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

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or “made” stone will not be permitted on site. Prior to placement, the Contractor shall submit sourcing information to the Project or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance. Heavy Riprap shall be placed do a depth of 24 inches, unless otherwise stated. The material shall be underlain with Type HR filter fabric – which shall be paid separately under BID ITEM 20241-RIPRAP FILTER FABRIC, TYPE HR.

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

Min. Diameter	Median Diameter	Max. Diameter
6.5”	13”	20”

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

**METHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

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

**BID ITEM 20401 and 20406 – CLEARING AND GRUBBING**

**DESCRIPTION**

Work under these items consists of all equipment, materials, labor and incidentals required for the clearing, grubbing, removal and disposal of individual trees over six (6) inches in diameter within the limits of disturbance as shown on the drawings. This may also include any additional trees over six (6) inches in diameter to be removed at the direction of the Construction Engineer. Work under this item shall only constitute trees with a greater than six (6) inch diameter at breast height or greater at the time of the tree survey. The tree survey was conducted in 2021. Tree diameter measurement shall be per the 2021 tree survey findings. No additional compensation will be given for growth of tree diameter from the time of the

tree survey to the time of removal. Trees that are greater than 6" but not identified in Appendix B shall be removed under bid item 90002- BRUSHING.

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

Work for all trees under six (6) inch diameter per the tree survey, shrubs, brush, windfalls, stumps, logs and other vegetation with project limits shall be incidental to bid item 90002 - Brushing bid item.

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

## **CONSTRUCTION METHODS**

Contractor shall mark the trees to be removed in the field and shall review the individual trees to be removed with the Construction Engineer prior to removing them. The construction Engineer may designate certain trees near or within the intercepts to be saved or protected. Such trees shall be clearly marked in the field. A list of surveyed trees over six inches and inch diameter is available in Appendix B.

### **BID ITEM 20706- TALL GRASS PRAIRIE SEEDING**

#### **DESCRIPTION**

This bid item includes seeding all areas with exposed soil within the site disturbance limits and shown on the vegetation plan with Terrace Seed Mix as described in Article 207 of the City of Madison Standard Specifications for Public Works Construction.

#### **METHOD OF MEASUREMENT**

Tall Grass Prairie Seeding shall be measured per square yard of material provided, transported, and placed onsite based on quantities listed in the proposal page.

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

#### **DESCRIPTION**

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

400 linear feet have been added to the proposal page for undistributed silt sock to be used around soil stockpiles. The quantity of this item may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles.

### **BID ITEM 21021 – SILT FENCE – COMPLETE**

#### **DESCRIPTION**

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

## **BID ITEM 90001 – STORMWATER CONTROL**

### **DESCRIPTION**

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

The projects stormsewer and detention area receives a large amount of water during rain events, including overland flow. The Contractor shall be prepared to coordinate construction with these events, manage storm flow, reroute flow if necessary, secure construction materials and protect grading during rain events.

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

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

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

### **METHOD OF MEASUREMENT**

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

### **BASIS OF PAYMENT**

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

## **BID ITEM 90002 - BRUSHING**

### **DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals necessary to remove and dispose of all trees under six (6) inches in diameter, shrubs, brush, windfalls, stumps, logs and other vegetation located within the project limits of disturbance as shown on the drawings. Removal of trees larger than 6 inches in diameter shall be paid under the bid items for Clearing and Grubbing. The Tree survey was conducted in 2021. Tree diameter measurements shall be per the 2021 tree survey findings. Trees that were measured under six inches at the time of the survey and are not marked for clearing on the clearing plan will be paid for under the Brushing bid item. No additional compensation will be given for growth of tree diameter above five inches from the time of the tree survey to the time of removal.

The Contractor shall employ personnel capable of identifying invasive plants and removing the plant as appropriate for that specific species.

This work shall include the removal of all woody and invasive plants listed in Attachment A in Appendix D, nonnative plants, as well as aggressive woody native plants including mulberry (*morus spp.*), basswood (*tilia americana*), elm (*ulmus spp.*), black cherry (*prunus serotina*), chokecherry (*prunus virginiana*)

boxelder (acer negundo), and cottonwood (populus deltoides), including trees smaller than 6 inches cal. and non-native perennials, grasses and shrubs and vines. The Contractor shall assume that most woody resprouts are unwanted and should be controlled, including native trees that may be desirable in their mature form. Exceptions may be volunteers of the following native species:

- Quercus spp.
- Carya spp.
- Sambucus canadensis or Sambucus racemosa
- Cornus sericea
- Cornus alternifolia

All brushing shall be completed prior to planting and seeding. The Contractor shall be responsible for identifying invasive and non-native species within the brushing limits. All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site and disposed of at a site provided by the Contractor at no additional cost to the City.

Exposed roots and stumps shall after brushing shall be immediately treated with herbicide as appropriate to prevent regrowth. The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved. Initial treatment of vegetation after brushing shall be included in this bid item.

All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit to the Engineer a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:

- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel as highlighted in the section below

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at [www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm](http://www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm). The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

All brushing activities shall be completed in a manner that prevents damage to adjacent vegetation. Mowing with a Forestry mower to remove brush shall be allowed.

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

## **METHOD OF MEASUREMENT**

Brushing shall be measured as a single Lump Sum for the completed Work.

**BID ITEM 90003 - DETENTION BASIN – BIOSWALE WET PRAIRIE SEED MIX**

**DESCRIPTION**

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place Detention Basin – Bioswale Wet Seed Mix as defined in these special provisions and in accordance with Part Two of the City of Madison Standard Specifications for Public Works Construction.

The Contractor shall add the Detention Basin – Bioswale Wet Prairie Seed Mix as described in this bid item in areas as shown on the vegetation plan. Note: The Bioswale Wet Prairie Seed Mix shall be placed in addition to an Annual Ryegrass nurse crop placed at a rate of 15 lbs/acre. The annual rye grass shall be incidental to the Detention Basin – Bioswale Wet Prairie Seed Mix bid item. Bioswale Wet Prairie Seed Mix shall be placed at approximately 10 pounds per acre or more and according to the supplier's recommendations.

All other sections of Part Two of the City of Madison Standard Specifications for Public Works Construction shall be applicable. Watering shall be incidental to this bid item per BID ITEM 207.3 (e ) Watering.

<u>NATIVE PRAIRIE SEED</u>		PLS Grams/ 1 lb of mix
<u>FORBS - LATIN NAME</u>	<u>COMMON NAME</u>	<u>(1/10 Acre)</u>
Allium cernuum	Nodding Pink Onion	8
Asclepias incarnata	Red Milkweed	20
Aster novae-angliae	New England Aster	4
Cacalia atriplicifolia	Pale Indian Plantain	4
Eupatorium maculatum	Joe Pye Weed	4
Eupatorium perfoliatum	Boneset	4
Helenium autumnale	Dogtooth Daisy	4
Heliopsis helianthoides	Ox Eye Sunflower	8
Iris shrevei	Wild Iris	8
Iris versicolor	Blue Flag Iris	8
Liatris pycnostachya	Prairie Blazingstar	8
Liatris spicata	Dense Blazingstar	8
Lobelia siphilitica	Great Blue Lobelia	0
Monarda fistulosa	Bergamot	4
Ratibida pinnata	Yellow Coneflower	8
Rudbeckia hirta	Black Eyed Susan	8
Rudbeckia subtomentosa	Sweet Black Eyed Susan	4
Rudbeckia triloba	Brown Eyed Susan	4
Silphium integrifolium	Rosinweed	4
Silphium perfoliatum	Cupplant	4
Silphium terebinthinaceum	Prairie Dock	4
Solidago ohioensis	Ohio Goldenrod	4
Solidago rigida	Stiff Goldenrod	4
Verbena hastata	Blue Vervain	4
Vernonia fasciculata	Ironweed	4
Veronicastrum virginicum	Culver's Root	0
Zizia aurea	Golden Alexanders	16
<b>TOTAL FORBS</b>		<b>160</b>

**LEGUMES**

Baptisia lactea	White False Indigo	12
Cassia hebecarpa	Wild Senna	10
<b>TOTAL LEGUMES</b>		<b>22</b>
<b>TOTAL FORBS AND LEGUMES</b>		<b>182</b>

**GRASSES, SEDGES & RUSHES**

Andropogon gerardi	Big Bluestem	32
Carex bebbii	Bebb's Sedge	12
Carex comosa	Bottlebrush Sedge	12
Carex hystericina	Porcupine Sedge	4
Carex scoparia	Lance Fruited Oval Sedge	8
Carex stipata	Awl Fruited Sedge	12
Carex vulpinoidea	Fox Sedge	20
Elymus canadensis	Canada Wild Rye	44
Elymus virginicus	Virginia Wild Rye	44
Panicum virgatum	Switchgrass	20
Scirpus atrovirens	Dark Green Bulrush	20
Sorghastrum nutans	Indiangrass	44
Spartina pectinata	Prairie Cordgrass	0
<b>TOTAL GRASSES, SEDGES &amp; RUSHES</b>		<b>272</b>

For Contractor's information, a custom seed mix meeting these specifications is available from Prairie Nursery, Westfield, WI 800 476-9453

Substitutions for individual species may be permissible and shall be approved by the Project Manager prior to seed mix order.

**METHOD OF MEASUREMENT**

Detention Basin – Bioswale Wet Prairie Seed Mix shall be measured by plan square yard as listed on the proposal page, including installation of annual cover crop

**BASIS OF PAYMENT**

Detention Basin – Bioswale Wet Prairie Seed Mix shall be measured as described above and shall be paid for at the contract unit prices which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement and incidentals required to complete the work as set forth in the description.

**BID ITEM 90004 - INVASIVE REMOVAL MAINTENANCE**

**DESCRIPTION**

This bid item includes all work, equipment, materials, and incidentals necessary to remove invasive species on site during the 2023 growing season after initial tree removal and brushing is completed. The growing season is defined as the time beginning in 2023 when brushing is completed and final grade is established until September 30, 2023.

The Contractor shall employ personnel capable of identifying invasive plants and removing the plant as appropriate for that specific species.

The intent of this bid item is to control the majority of unwanted species, allowing the seed placed the opportunity to propagate and out-compete the weed seed bank. It is not the intent of this bid item to remove every weed on site.

The Contractor shall be required to visit the site at least one time per month during the 2023 growing season and remove invasives at each monthly site visit.

This work shall include the removal of all invasive plants listed in Attachment A, non-native plants, as well as aggressive woody native plants including mulberry (*morus* spp.), basswood (*tilia americana*), elm (*ulmus* spp.), black cherry (*prunus serotina*), chokecherry (*prunus virginiana*) boxelder (*acer negundo*), and cottonwood (*populus deltoides*), including trees smaller than 3 inches cal. and non-native perennials, grasses and shrubs and vines. The Contractor shall assume that most woody resprouts are unwanted and should be controlled including native trees that may be desirable in their mature form. Exceptions may be volunteers of the following native species:

- *Quercus* spp.
- *Carya* spp.
- *Sambucus canadensis* or *Sambucus racemose*
- *Cornus sericea*
- *Cornus alternifolia*

This contract shall include at least five site visits to treat all invasive vegetation from April – September, unless otherwise approved by the Engineer.

During each treatment the Contractor shall use a combination of the following, listed below in the order of the preferred method by the City of Madison:

- Mowing (for annual invasive plants that can be managed by removing the seeds produced that season).
- Hand pulling (for individual small patches of invasive plants that do not spread more aggressively after hand pulling - i.e. hand pulling is not allowed for Japanese Knotweed which spreads rhizomatically and would become more aggressive if hand pulled).
- Prescribed Burning – for locations where burning would be an effective treatment. Exact locations to be burned shall be determined upon contract award.
- Spot herbicide application by “painting” treated stumps, or the “glove of death method” which requires placing a chemical resistant glove over one hand, putting a cotton glove over that, and then spraying herbicide on the cotton glove and hand wiping the undesirable plant.
- Spray herbicide with backpack and pump sprayers, selectively spraying undesirable species.

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved. The Contractor shall select herbicides that are appropriate for both wood and herbaceous regrowth. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. **The Contractor shall include all proposed herbicides and methodologies in the Brushing and Herbicide Submittal as described in this bid item.**

All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit to the Engineer a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:



- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at [www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm](http://www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm). The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

All herbicide application shall be completed in a manner that prevents damage to adjacent vegetation. The Contractor shall adhere to the following:

- All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.
- The Contractor shall remove trash that has accumulated on site at each treatment and shall dispose at no additional compensation.
- The Contractor shall be responsible for replacing any native species at the direction of the Engineer that have died as a result of herbicide overspray which can include trees, shrubs, and forbs.
- All herbicide application signage must be clearly visible.
- The Contractor shall be required to use aquatic herbicide as necessary for all areas required by the Wisconsin Department of Natural Resources and to obtain all required permits necessary for application of aquatic herbicide.
  - The Contractor shall submit to the Engineer an herbicide submittal for approval prior to any invasive removal activities. The submittal shall include:
    - Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
    - Material Data Safety Sheets for each herbicide
    - Proposed application methods and timing
    - Qualifications of personnel as highlighted in the section below
- All Japanese or Bohemian knotweed shall be treated with Polaris AC®, Milestone® or Perspective® herbicide per product instructions. Other products for removing Japanese knotweed must be approved by the Landscape Architect prior to application. If Japanese or Bohemian knotweed is found on site, the Contractor shall submit, as part of the Invasive Plant Removal Methods Submittal, a thorough description of how knotweed will be controlled. Treatment plans for Japanese or Bohemian knotweed shall be in accordance with accepted knotweed control methods which may include combinations of cutting stalks, foliar or injection herbicide applications, but *must* include at a minimum the appropriate use of herbicide.

Prior to removing invasive plants, the Contractor shall submit the proposed method for removals for approval from the Engineer.

#### **METHOD OF MEASUREMENT**

Invasive Removal Maintenance shall be measured as described above and shall be paid per each site visit to perform invasive species removal on the entire site for all targeted species identified in this contract to be removed each month based on plan quantity.

#### **BASIS OF PAYMENT**

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

## **BID ITEM 90005 – “SNOUT 30F” WATER QUALITY DEVICE**

### **DESCRIPTION**

Work under this item shall include all labor, equipment, materials, and incidentals necessary to install “SNOUT 30F” Water utility hood devices or approved equal into storm sewer access structures shown on the plans. The Snouts shall be installed over the outlet pipes in the storm sewer access structures shown on the plans per the manufacture’s specifications.

For the supplier’s information, the Sales and Engineering office of Best Management Products, Inc., is, Essex, MD, 1-800-504-8008. Website: bmpinc.com

### **METHOD OF MEASUREMENT**

“Snout 30 F” water quality hood device or approved equal shall be measured per Each unit fully provided and installed per the manufacturers specifications

### **BASIS OF PAYMENT**

Snout 30F or approved equal shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description.

## **BID ITEM 90006 – 2’ CLAY LINING PROVIDE AND INSTALL (2’ DEEP OVER WET AREA)**

### **DESCRIPTION**

This item includes all work necessary to provide and place a 2-foot clay liner (finish depth) in the pond areas below the permanent pool, as shown in the plans. This item shall include all work, materials, equipment, labor, hauling, placement, and incidentals necessary to provide and install the pond clay liner. Excavation of the site soil to accommodate the clay liner placement is paid under Bid Item 20101 – Excavation Cut. The top of the clay lining shall have a finish grade as shown in the plan set.

The estimated clay quantity was determined by using the average end area method for a 2-foot layer.

- Estimated Quantity: 3,933 CUYD

All areas that fall within native clays, per DNR criteria below, with a suitable thickness do not need to receive additional clay liner, but must be set at finish grade. If clay soils are found on site they shall be verified as acceptable by a soils engineer prior to use. The clay liner to be installed shall be placed in lifts. The thickness of each lift before compaction shall not exceed 6 inches. Compaction of Clay shall be per NRCS Wisconsin Construction Specification 204 “Soil Liners”. Which requires one pass over the entire surface of fill per lift by specific methods. Smooth rollers are not suitable for compaction of fine-grained liners.

Clay liner shall be per Wisconsin DNR Type B Clay liner requirements which include: All liners meeting Type A criteria or Clay. A soils scientist shall verify that soils meet the requirements below prior to installing clay liner.

Wisconsin DNR Type B Clay liner criteria is as follows:

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

f. Minimum thickness of two feet.

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

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

The clay liner shall not be placed until the required foundation preparation has been completed and the foundation has been inspected and approved by the Construction Engineer. The clay liner shall not be placed upon a frozen surface, nor shall snow, ice, or frozen material be incorporated in the clay liner.

The Contractor shall maintain dewatering activities until the pond is filled.

#### **METHOD OF MEASUREMENT**

Clay Liner Provision and Placement shall be measured by the Cubic Yard based on plan quantity, without measurement thereof. The quantity listed on the Proposal Page was calculated using the average end area method for a 2-foot layer of clay below to the safety shelf. The limits of the clay liner can be found in the typical section drawing and vegetation plan.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90007 – GROUNDWATER/SITE DEWATERING**

#### **DESCRIPTION**

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

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

If necessary the Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR) and pay any fees required for permitting as part of this bid item, The Contractor shall be solely responsible for choosing a method of groundwater control that is compatible with the constraints defined by the Wisconsin DNR and City of Madison. The Contractor shall be responsible for the adequacy of the groundwater control system until construction is complete and shall take all necessary measures to insure that the groundwater control operation will not endanger or damage any existing adjacent utility or structure.

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and

disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

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

Borings are provided at the end of the Special Provisions to assist the Contractor in determining what methods are required to dewater the site.

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90008 – CONSTRUCTION SURVEYING**

##### **DESCRIPTION**

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

The City of Madison shall provide initial local horizontal control (coordinates) and initial vertical control (benchmarks) for use during construction. The City will provide staking for all storm pipe and structures. The City will verify the bottom, safety shelf and top of pond or basin segments during construction. Contractor shall coordinate verification of the basin layout and elevations with the City. If it is found during verification that the grading is not set to the correct limits or elevation the contractor shall continue grading until the correct elevations are met at no additional cost to the City.

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

The City of Madison will check the accuracy of the detention basin grading in order to provide quality control. The City of Madison will also provide staking for storm pipe and structures. The Contractor shall contact the City surveyor assigned to this project at least 48 hours prior to requesting stormsewer staking, elevation checks of subgrades and finished grades.

An orange construction fence on the east side of the site, as shown in the plans, shall be set prior to construction. This fence will be in place to protect the vegetation on the east side of the site and no disturbance, storage or stockpiling shall occur in that area.

#### **METHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

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

**BID ITEM 90009 – CLAY TRENCH PLUG**

**DESCRIPTION**

Work under this item shall include all work, equipment, materials, hauling and incidentals necessary to provide and install a clay trench plug to prevent migration of water along the 8 – 24” stormsewer outlet culverts routed through the proposed wet detention cell berm. Contractor may use salvaged clay obtained from the exaction within the project limits for some or all of the clay required if it meets the required specifications. If salvaged clay is used, this item includes any additional effort to strip, stockpile it on site and prepare it to meet the material specifications. If off-site clay is required, no extra compensation will be allowed.

Use select clay fill classified as CL or CH according to the Unified Soil Classification System. Allow a maximum clump size of 6 inches capable of being broken down with normal construction equipment to a size of 2 to 3 inches prior to compaction. Fifty percent or more of the soil particles by weight must pass the Number 200 sieve. Remove rocks, stones, sticks, and other foreign objects greater than 2 inches prior to placement.

Maintain proper moisture content to achieve specified compaction. Make water available on site for clay conditioning. Provide select clay fill in lift thicknesses as required to obtain the specified levels of compaction. Do not exceed maximum lift thicknesses of 4 to 6 inches after compaction. Compact select clay fill using penetrating foot -type compaction equipment having protrusions greater in length than the lift thickness of clay being compacted. Use compaction equipment of sufficient weight to compact clay with reasonable amount of effort in order to achieve the specified levels of compaction. Place overburden material as soon as practical after completion of select clay fill placement to avoid drying and desiccation of select clay fill. Provide each layer of fill to the degree that no further appreciable consolidation is evidence under the action of the compaction equipment. Engineer may require that the compaction of the material be to a dry density of 90 percent of the maximum dry density as determined by the Modified Proctor test, or 95 percent of the Standard Proctor maximum dry density. Attain the required compaction for each layer before placing any material for the succeeding layer.

The clay trench plug shall be constructed such that the compacted clay extends a minimum of two (2) feet in all directions around the pipe, a minimum of four (4) trench feet long, In addition, clay trench plug shall be wrapped in type hr filter fabric which shall be paid under BID ITEM 20241. Anti-seep collar shall not be installed at a joint in the stormsewer.

**METHOD OF MEASUREMENT**

Clay Trench Plug shall be measured by Each trench plug satisfactorily installed in place.

**BASIS OF PAYMENT**

Clay Trench Plug, as measured above, shall be paid at contract unit price and shall be considered full compensation for all work, equipment, materials and incidentals to complete the work as explained in the description above

## **APPENDIX A: SOIL BORING LOG**



Construction • Geotechnical  
Consulting Engineering/Testing

March 11, 2019  
C18051-23

Ms. Sally Swenson, P.E.  
City of Madison Engineering Dept.  
City-County Building, Room 115  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703-3345

Re: Geotechnical Exploration Report  
Proposed East Towne Area Pond  
Madison, Wisconsin

Dear Ms. Swenson:

Construction • Geotechnical Consultants, Inc. (CGC) has completed the subsurface exploration for the above-referenced project. We understand the proposed project would include significantly enlarging an existing pond that serves primarily as a detention basin for storm water runoff prior to entering Starkweather Creek. Additional details of pond construction (including depths) had not been finalized at the time of this submittal. The primary purpose of this exploration was to identify surficial soils within the proposed pond area, which will be to the south of East Springs Drive near the intersection with Zeier Road. An electronic copy of this report is being transmitted.

### SUBSURFACE EXPLORATION

The subsurface conditions in the area of proposed construction were explored by drilling seven Standard Penetration Test (SPT) borings to depths ranging from 15 to 20 ft below ground surface within the proposed project area. Boring locations were determined by the City of Madison and staked in the field by CGC personnel. The borings were performed by Badger State Drilling (under subcontract to CGC) on January 24, 2019, using an all-terrain Diedrich D-50 drill rig. The specific procedures used for drilling and sampling are described in Appendix A.

### SITE CONDITIONS

The subsurface profile revealed by the borings varies somewhat at the boring locations. A generalized soil profile in the project area can be summarized (in descending order) as:

- 8 to 18 in. of **topsoil** (not present at B6; visually classified as peat by the drillers at B3 and B4; considered to be fill at B5 and B7)
- 2 to 4 ft of **lean clay** (considered organic at B6 and B7 and present *beneath* 8 ft of clayey fill materials at B5)
- 10 to 17 ft of **sand** with variable silt/clay and gravel contents (interrupted by about 2 to 8 ft of *silt* at B1, B3 and B5)

Ms. Sally Swenson  
City of Madison Engineering Dept.  
March 11, 2019  
Page 2

A thicker column of fill was encountered at B5, which was performed within a berm that borders the existing pond along the northern side of Zeier Road. Note groundwater was encountered between 0.5 and 7.5 ft below existing grades at all of the boring locations. Groundwater levels are anticipated to fluctuate based on variations in precipitation, infiltration, adjacent Starkweather Creek stages, as well as other factors. For a more detailed description of the site soil and groundwater conditions please refer to the boring logs attached in Appendix B.

## Pond Construction

We understand the pond is intended to maintain a permanent water pool; however, depths and other related construction items had not been finalized at the time of this submittal. In our opinion, the pond should be designed with a minimum 2-ft thick clay liner to maintain a somewhat constant water surface elevation independent of natural groundwater level fluctuations. Early estimates of potential bottom of pond elevations are between 850 and 853. Based on information gathered at the majority of the soil borings coupled with these estimates, corresponding depths for the pond bottom would coincide with granular soils beneath the cohesive strata. Groundwater was present at all of the boring locations, estimated at EL 856 to 860. Dewatering will thus be necessary during construction *and afterward until the pond is filled*. We recommend that temporary shallow monitoring wells be installed to further evaluate existing groundwater levels, which will greatly influence pond constructability.

Construction of a clay liner should involve the placement of three lifts of clay each compacted to a minimum 90% compaction based on modified Proctor methods (ASTM D1557). The final thickness of the liner should be a minimum of 2 feet after compaction and final grading. Note that all of the borings encountered clay materials at relatively shallow depths. Softer consistencies within the majority of the clay strata could potentially make processing more difficult. Lab work, including natural moisture contents, Atterberg Limits and Loss on Ignition (organic content) tests, was performed on some of the native clay samples recovered in the borings. Results are included on the individual logs. Should there be areas where the excavation depth coincides with native clay soils, the final liner thickness could include "credit" of native clay for the lower 1 ft to achieve the ultimate goal of a 2-ft thick liner *provided it is disked/aerated and subsequently compacted until a firm surface is achieved based on little deflection beneath the compactor* (which is dependent on field confirmation at the time of construction). The granular materials underlying the clays are not suitable pond liner material. CGC can elaborate on construction methodology upon request when additional pond details become available.



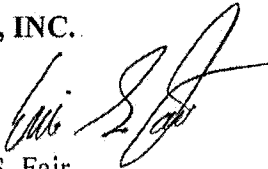
Ms. Sally Swenson  
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March 11, 2019  
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**CLOSING REMARKS**

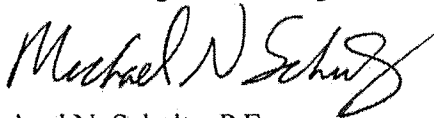
We wish to reiterate that dewatering will be necessary during pond construction due to the presence of groundwater. Other information regarding this report and its limitations is included in Appendix C. It has been a pleasure to serve you on this project. If you have any questions or need additional consultation, please contact us.

Sincerely,

**CGC, INC.**



Eric S. Fair  
Senior Staff Engineer/Geologist



Michael N. Schultz, P.E.  
Principal/Senior Consulting Professional

Encl: Appendix A - Field Exploration  
Appendix B - Soil Boring Location Plan  
Logs of Test Borings (7)  
Log of Test Boring-General Notes  
Unified Soil Classification System  
Appendix C - Document Qualifications

cc: Ms. Johanna Johnson, City of Madison Engineering Division

**APPENDIX A**

**FIELD EXPLORATION**

## **APPENDIX A**

### **FIELD EXPLORATION**

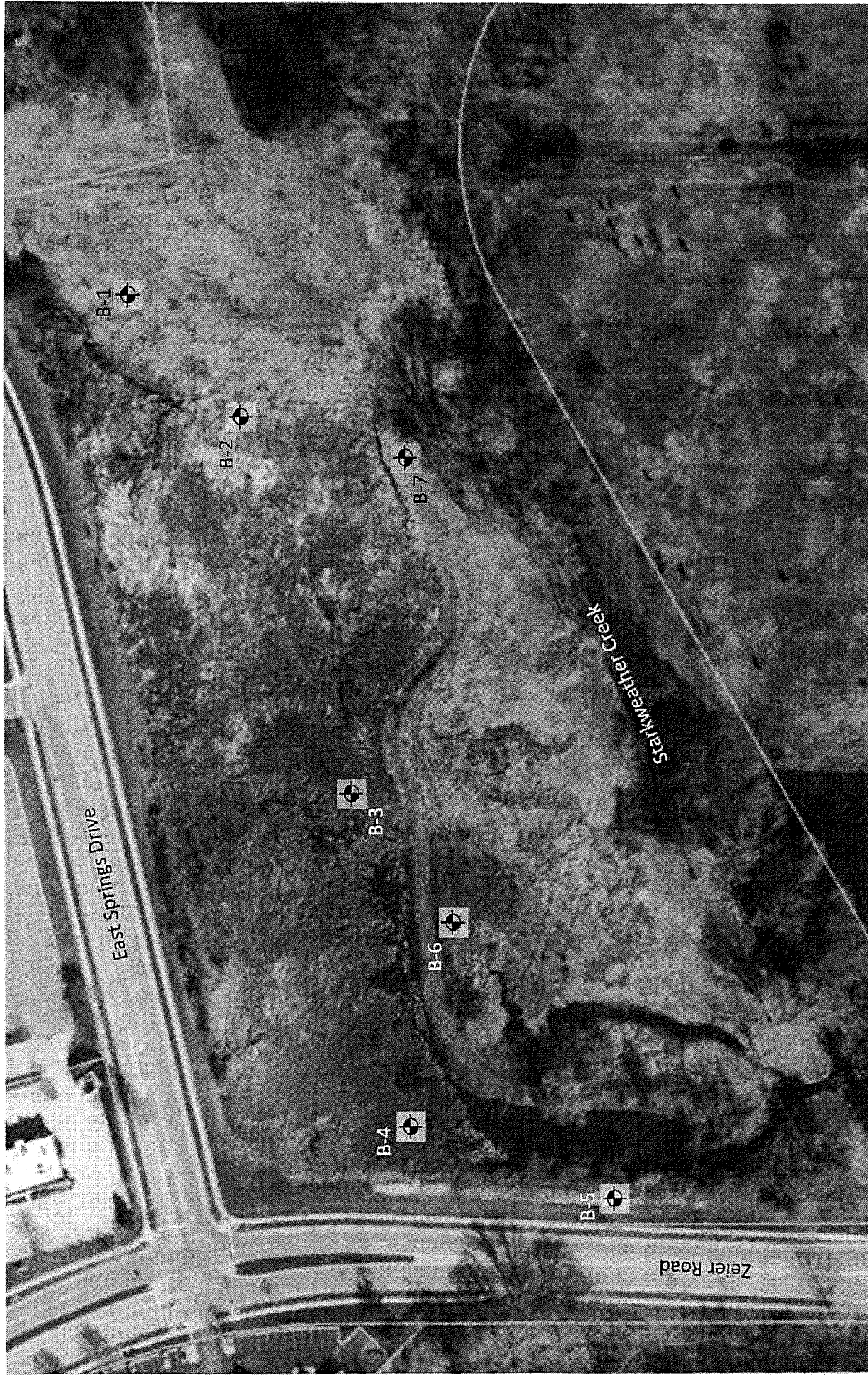
The subsurface conditions in the areas of the project were explored by drilling 7 SPT soil borings to depths of 15 to 20 ft at locations determined by the City of Madison which are shown in plan on the soil boring location exhibit presented in Appendix B.

The soil borings were performed by Badger State Drilling using an all-terrain, rotary Dietrich D-50 drill rig. The SPT method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).

During the field exploration, the driller visually classified the soil and prepared a field log. *Field screening of the samples for possible environmental contaminants was not conducted by the drillers, as such activities were not part of CGC's work scope.* Water level observations were made in each boring during (and after when possible) drilling and are shown at the bottom of each boring log. Upon completion of drilling, the borings were backfilled with bentonite in accordance with WDNR regulations, and the soil samples were delivered to our laboratory for visual classification and possible laboratory testing. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System. The final logs prepared by the engineer and a description of the Unified Soil Classification System are presented in Appendix B.

**APPENDIX B**

**SOIL BORING LOCATION PLAN  
LOGS OF TEST BORINGS (7)  
LOG OF TEST BORING - GENERAL NOTES  
UNIFIED SOIL CLASSIFICATION SYSTEM**



**Legend**

☛ Denotes Boring Location

**Notes**

1. Boring locations are approximate
2. Soil borings performed by Badger State Drilling in January 2019



Scale: Reduced

<b>Date:</b>	2/2019
<b>Job No.</b>	C18051-23



**Soil Boring Location Plan**  
 East Towne Area Pond  
 Madison, WI



# LOG OF TEST BORING

Project East Towne Area Pond  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) 863±  
 Job No. C18051-23  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (tsf)	W	LL	PL	LI
					1.5 ft. Black Clayey TOPSOIL					
1	14	M	4		Medium Stiff to Soft, Gray Lean CLAY, Occasional Plant Fibers (CL)	(0.5)	38.8	32	23	
2	18	M/W	3			(0.4)	28.7			
3	8	W	12		Medium Dense, Gray Fine to Medium SAND, Some Silt and Gravel (SM)					
4	18	W	3		Very Loose, Brown SILT, Little Clay, Trace Sand (ML)					
5	2	W	6		Loose, Brown Fine to Medium SAND, Little to Some Silt (SP-SM/SM)					
6	4	W	12		Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
7	6	W	24							
					End Boring at 20 ft					
					Backfilled with Bentonite Chips					

### WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  5.6'      Upon Completion of Drilling 4.5'  
 Time After Drilling \_\_\_\_\_ 30 Mins  
 Depth to Water \_\_\_\_\_ 4.3'  $\nabla$   
 Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 1/24/19 End 1/24/19  
 Driller BSD Chief MC Rig CME-45  
 Logger DD-DC Editor ESF  
 Drill Method 2 1/4" HSA, Autohammer

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



# LOG OF TEST BORING

Project East Towne Area Pond  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) 862±  
 Job No. C18051-23  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					1.5 ft. Black Clayey TOPSOIL					
1	14	M	5	5	Soft, Gray Lean CLAY, Occasional Plant Fibers (CL)	(0.4)	26.1			
2	14	W	12	5	Medium Dense, Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
3	10	W	19							
4	12	W	11	10	Medium Dense, Brown Fine to Medium SAND, Little to Some Silt, Trace Gravel (SP-SM/SM)					
5	10	W	19	15	Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
6	1	W	25	20	End Boring at 20 ft  Backfilled with Bentonite Chips					
				25						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  $\nabla$  2.6' Upon Completion of Drilling 2'  
 Time After Drilling \_\_\_\_\_ 30 Mins  
 Depth to Water \_\_\_\_\_ 2'  $\nabla$   
 Depth to Cave in \_\_\_\_\_

Start 1/24/19 End 1/24/19  
 Driller BSD Chief MC Rig CME-45  
 Logger DD-DC Editor ESF  
 Drill Method 2 1/4" HSA, Autohammer

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



# LOG OF TEST BORING

Project East Towne Area Pond  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) 860±  
 Job No. C18051-23  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	EXAM Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (tsf)	W	LL	PL	LI
				▼	1 ft. Black PEAT (Drillers Description)					
1	12	W	2		Medium-Stiff, Gray Lean CLAY, Numerous Plant Fibers (CL)	(0.75)	33.7	34	24	
2	16	W	17		Medium Dense, Gray to Brown Silty SAND to Sandy SILT (SM/ML)					
3	18	W	1		Very Loose, Brown SILT, Little Clay, Trace to Little Sand (ML)					
4	18	W	3							
5	18	W	2							
6	16	W	18		Medium Dense, Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
7	12	W	28		Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
End Boring at 20 ft										
Backfilled with Bentonite Chips										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling $\nabla$ <u>0.5'</u> Upon Completion of Drilling <u>0.5'</u> Time After Drilling _____ <u>30 Mins</u> Depth to Water _____ <u>0.5'</u> $\nabla$ Depth to Cave in _____	Start <u>1/24/19</u> End <u>1/24/19</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-45</u> Logger <u>DD-DC</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA, Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	





# LOG OF TEST BORING

Project East Towne Area Pond  
 Location Madison, WI

Boring No. 4  
 Surface Elevation (ft) 860±  
 Job No. C18051-23  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Type Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
1	14	M	6	0	1.5 ft. Black PEAT (Drillers Description)  Very Stiff, Gray Lean CLAY, Occasional Plant Fibers (CL)	(2.25)	19.1			
2	8	W	8	5	Loose to Medium Dense, Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
3	12	W	13	10	Medium Dense, Brown Fine to Medium SAND, Little to Some Silt (SP-SM/SM)					
4	10	W	12	15	Medium Dense, Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
5	12	W	13	20	End Boring at 20 ft  Backfilled with Bentonite Chips					
6	12	W	12	25						

## WATER LEVEL OBSERVATIONS

## GENERAL NOTES

While Drilling  $\nabla$  3.0' Upon Completion of Drilling 1.5'  
 Time After Drilling \_\_\_\_\_ 30 Mins  
 Depth to Water \_\_\_\_\_ 1.5'  $\nabla$   
 Depth to Cave in \_\_\_\_\_

Start 1/24/19 End 1/24/19  
 Driller BSD Chief MC Rig CME-45  
 Logger DD-DC Editor ESF  
 Drill Method 2 1/4" HSA, Autohammer

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



# LOG OF TEST BORING

Project East Towne Area Pond  
 Location Madison, WI

Boring No. 5  
 Surface Elevation (ft) 863±  
 Job No. C18051-23  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					FILL: Mixed Stiff Dark Brown Clay and Topsoil to 2.5'					
1	16	M	14			(1.5)				
					Very Stiff Black Clayey Topsoil to 5.5'					
2	10	M	11			(2.5)				
				5						
3	6	M/W	6		Soft, Dark Gray Organic Clay to 8'	(0.3)				
					Medium Stiff to Stiff, Gray Lean CLAY, Occasional Plant Fibers, Trace Sand (CL)	(1.0)	20.5			
4	18	W	11							
				10						
5	18	W	4		Loose to Very Loose, Brown SILT, Trace to Little Clay and Sand (ML)					
6	8	W	28		Medium Dense, Brown Fine SAND, Little to Some Silt and Gravel (SP-SM/SM)					
				15						
					Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
7	14	W	32							
				20						
					End Boring at 20 ft  Backfilled with Bentonite Chips					
				25						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling $\nabla$ <u>7.5'</u> Upon Completion of Drilling <u>6.25'</u> Time After Drilling _____ <u>30 Mins</u> Depth to Water _____ <u>6.25'</u> $\nabla$ Depth to Cave in _____	Start <u>1/24/19</u> End <u>1/24/19</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-45</u> Logger <u>DD-DC</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA, Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project East Towne Area Pond  
 Location Madison, WI

Boring No. 6  
 Surface Elevation (ft) 858±  
 Job No. C18051-23  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (tsf)	W	LL	PL	LI
1	18	M/W	1	1	Soft to Very Soft, Black to Dark Gray Organic CLAY, Trace Sand (OH)	(0.25)	68.0	64	27	7.1
2	10	W	20	5	Medium Dense, Gray Fine to Coarse SAND and GRAVEL, Some Silt (SM/GM)					
3	14	W	12	10	Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
4	16	W	19	15	Medium Dense, Reddish Brown Silty Fine SAND, Trace Clay (SM)					
5	14	W	13	15	End Boring at 15 ft  Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/>	2.5'	Upon Completion of Drilling	<input type="checkbox"/>	2.5'	Start	1/24/19	End	1/24/19	
Time After Drilling	<input type="checkbox"/>			<input type="checkbox"/>	30 Mins	Driller	BSD	Chief	MC	Rig CME-45
Depth to Water	<input type="checkbox"/>			<input checked="" type="checkbox"/>	2.5'	Logger	DD-DC	Editor	ESF	
Depth to Cave in	<input type="checkbox"/>			<input type="checkbox"/>		Drill Method	2 1/4" HSA, Autohammer			

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



# LOG OF TEST BORING

Project East Towne Area Pond  
 Location Madison, WI

Boring No. 7  
 Surface Elevation (ft) 860±  
 Job No. C18051-23  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
				0	8 in. Black Clayey TOPSOIL (Fill)					
1	10	M	5	5	FILL: Mixed Clay, Sand, Gravel and Topsoil					
				5	Medium Stiff, Black Organic CLAY (OL)	(0.75)	32.8		6.2	
				5	Very Loose, Gray Silty Fine SAND to Sandy SILT, Trace to Little Gravel and Clay (SM/ML)					
3	8	W	2	7						
				10	Brown Fine to Coarse SAND and GRAVEL, Some Silt (SM/GM)					
4	5	W	17	10						
				15	Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP)					
5	1	W	34	15						
				15	End Boring at 15 ft  Backfilled with Bentonite Chips					
				20						
				25						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling $\nabla$ <u>6.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ <u>30 Mins</u> Depth to Water _____ <u>2'</u> $\nabla$ Depth to Cave in _____	Start <u>1/24/19</u> End <u>1/24/19</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-45</u> Logger <u>DD-DC</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA, Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	

**LOG OF TEST BORING**  
*General Notes*

**DESCRIPTIVE SOIL CLASSIFICATION**

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders.....	Larger than 12".....	Larger than 12"
Cobbles.....	3" to 12".....	3" to 12"
Gravel: Coarse.....	¾" to 3".....	¾" to 3"
Fine.....	4.76 mm to ¾".....	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium.....	0.42 to mm to 2.00 mm.....	#40 to #10
Fine.....	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm.....	Smaller than #200
Clay.....	Smaller than 0.005 mm.....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

**Physical Characteristics**  
 Color, moisture, grain shape, fineness, etc.  
**Major Constituents**  
 Clay, silt, sand, gravel  
**Structure**  
 Laminated, varved, fibrous, stratified, cemented, fissured, etc.  
**Geologic Origin**  
 Glacial, alluvial, eolian, residual, etc.

Relative Density

**Term**      **"N" Value**  
 Very Loose..... 0 - 4  
 Loose..... 4 - 10  
 Medium Dense..... 10 - 30  
 Dense..... 30 - 50  
 Very Dense..... Over 50

Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little.....	5% - 12%
Some.....	12% - 35%
And.....	35% - 50%

Consistency

Term	q <sub>a</sub> -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat... More than 50%	

Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

**SYMBOLS**

Drilling and Sampling

- CS - Continuous Sampling
- RC - Rock Coring: Size AW, BW, NW, 2"W
- RQD - Rock Quality Designation
- RB - Rock Bit/Roller Bit
- FT - Fish Tail
- DC - Drove Casing
- C - Casing: Size 2 ½", NW, 4", HW
- CW - Clear Water
- DM - Drilling Mud
- HSA - Hollow Stem Auger
- FA - Flight Auger
- HA - Hand Auger
- COA - Clean-Out Auger
- SS - 2" Dia. Split-Barrel Sample
- 2ST - 2" Dia. Thin-Walled Tube Sample
- 3ST - 3" Dia. Thin-Walled Tube Sample
- PT - 3" Dia. Piston Tube Sample
- AS - Auger Sample
- WS - Wash Sample
- PTS - Peat Sample
- PS - Pitcher Sample
- NR - No Recovery
- S - Sounding
- PMT - Borehole Pressuremeter Test
- VS - Vane Shear Test
- WPT - Water Pressure Test

Laboratory Tests

- q<sub>a</sub> - Penetrometer Reading, tons/sq ft
- q<sub>u</sub> - Unconfined Strength, tons/sq ft
- W - Moisture Content, %
- LL - Liquid Limit, %
- PL - Plastic Limit, %
- SL - Shrinkage Limit, %
- LI - Loss on Ignition
- D - Dry Unit Weight, lbs/cu ft
- pH - Measure of Soil Alkalinity or Acidity
- FS - Free Swell, %

Water Level Measurement
















- ▽ - Water Level at Time Shown
- NW - No Water Encountered
- WD - While Drilling
- BCR - Before Casing Removal
- ACR - After Casing Removal
- CW - Cave and Wet
- CM - Caved and Moist

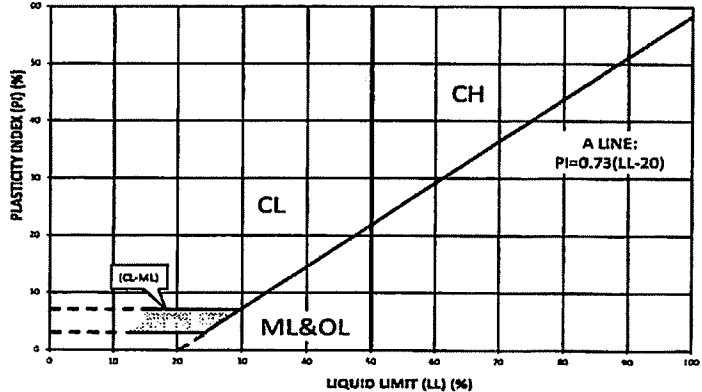
Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

# CGC, Inc.

Madison - Milwaukee

# Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART		
<b>COARSE-GRAINED SOILS</b> (more than 50% of material is larger than No. 200 sieve size)		
<b>GRAVELS</b> More than 50% of coarse fraction larger than No. 4 sieve size	Clean Gravels (Less than 5% fines)	
	 GW	Well-graded gravels, gravel-sand mixtures, little or no fines
	 GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	
	 GM	Silty gravels, gravel-sand-silt mixtures
	 GC	Clayey gravels, gravel-sand-clay mixtures
<b>SANDS</b> 50% or more of coarse fraction smaller than No. 4 sieve size	Clean Sands (Less than 5% fines)	
	 SW	Well-graded sands, gravelly sands, little or no fines
	 SP	Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	
	 SM	Silty sands, sand-silt mixtures
	 SC	Clayey sands, sand-clay mixtures
<b>FINE-GRAINED SOILS</b> (50% or more of material is smaller than No. 200 sieve size.)		
<b>SILTS AND CLAYS</b> Liquid limit less than 50%	 ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
	 CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	 OL	Organic silts and organic silty clays of low plasticity
<b>SILTS AND CLAYS</b> Liquid limit 50% or greater	 MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
	 CH	Inorganic clays of high plasticity, fat clays
	 OH	Organic clays of medium to high plasticity, organic silts
<b>HIGHLY ORGANIC SOILS</b>	 PT	Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA		
GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line or P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for GW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
SC	Atterberg limits above "A" line with P.I. greater than 7	
<p>Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:</p> <p>Less than 5 percent ..... GW, GP, SW, SP                      More than 12 percent ..... GM, GC, SM, SC                      5 to 12 percent ..... Borderline cases requiring dual symbols</p>		
<b>PLASTICITY CHART</b>		
 <p>The Plasticity Chart plots Plasticity Index (PI) on the y-axis (0 to 60) against Liquid Limit (LL) on the x-axis (0 to 100). A diagonal line, labeled 'A LINE: PI = 0.73(LL - 20)', separates the upper regions (CH and CL) from the lower regions (ML and ML&amp;OL). The region between LL = 20 and LL = 40 is labeled 'ML&amp;OL'. A small shaded area near the bottom left is labeled '(CL-MH)'.</p>		

**APPENDIX C**

**DOCUMENT QUALIFICATIONS**

# APPENDIX C

## DOCUMENT QUALIFICATIONS

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### I. GENERAL RECOMMENDATIONS/LIMITATIONS

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CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

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### II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

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Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you* - should apply the report for any purpose or project except the one originally contemplated.

#### READ THE FULL REPORT

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

#### A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.*

#### SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

#### MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most



effective method of managing the risks associated with unanticipated conditions.

#### **A REPORT'S RECOMMENDATIONS ARE NOT FINAL**

Do not over-rely on the confirmation-dependent recommendations included in your report. *Those confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *CGC cannot assume responsibility or liability for the report's confirmation-dependent recommendations if we do not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

#### **A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical engineering report. Confront that risk by having CGC participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

#### **DO NOT REDRAW THE ENGINEER'S LOGS**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

#### **GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE**

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

#### **READ RESPONSIBILITY PROVISIONS CLOSELY**

Some clients, design professionals, and constructors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic

expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

#### **ENVIRONMENTAL CONCERNS ARE NOT COVERED**

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

#### **OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention.* *Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

#### **RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE**

Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

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Geotechnical Business Council  
of the Geoprofessional Business Association  
8811 Colesville Road, Suite G 106  
Silver Spring, MD 20910



**Legend**

☛ Denotes Boring Location

**Notes**

1. Soil Borings performed by Soil Essentials in October 2022
2. Boring locations are approximate

Scale: Reduced

Date:	11/2022
Job No.	C22051-26



**Soil Boring Location Map**  
**East Towne Pond Additional Borings**  
**Madison, WI**



# LOG OF TEST BORING

Project **East Towne Area Pond (Additional Borings)**

Location **Madison, Wisconsin**

Boring No. **8**  
 Surface Elevation (ft) **860±**  
 Job No. **C22051-26**  
 Sheet **1** of **1**

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
1		12	M	12	0 - 4'	FILL: Medium Dense Brown and Gray Sand with Silt, Gravel and Cobbles to 4'				
2		12	M	21	4 - 8'					
3		13	W	14	8 - 10'	Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Little to Some Silt (SP-SM/SM)				
4		13	W	14	10 - 11.4'					
5		12	W	14	11.4 - 15'					
6		12	W	17	15 - 20'					

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	▽ 5.1'	Upon Completion of Drilling	3.7'	Start	10/26/22
Time After Drilling				Driller	SE Chief Tim Rig 7822DT
Depth to Water				Logger	AR Editor ESF
Depth to Cave in			11.4'	Drill Method	2.25" HSA; Autohammer
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					



# LOG OF TEST BORING

Project **East Towne Area Pond (Additional Borings)**  
 Location **Madison, Wisconsin**

Boring No. **9**  
 Surface Elevation (ft) **860±**  
 Job No. **C22051-26**  
 Sheet **1** of **1**

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL	LOI
1	█	18	M	7	0-7	FILL: Stiff Dark Brown Clay with Sand, Gravel and Topsoil	(1.25)				
2	█	14	M	4	7-11	Stiff, Dark Brown to Black Lean to Organic CLAY (CL/OL)	(1.5)				
3	█	14	M	5	11-16	Soft to Very Soft, Gray Lean CLAY, Trace to Little Sand and Organics (CL)	(0.5)				
4	█	14	W	13	16-20	Medium Dense, Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)	(0.25)				
5	█	12	W	11	20-25	Scattered Seams and Lenses of Silty Fine Sand Beginning Near 11'					
6	█	14	W	11	25-30	End of Boring at 15 ft  Backfilled with bentonite chips					

### WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  5.4' Upon Completion of Drilling 8.4'  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in 10.2'

### GENERAL NOTES

Start 10/26/22 End 10/26/22  
 Driller SE Chief Tim Rig 7822DT  
 Logger AR Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



# LOG OF TEST BORING

Project **East Towne Area Pond (Additional Borings)**

Location **Madison, Wisconsin**

Boring No. **10**  
 Surface Elevation (ft) **868±**  
 Job No. **C22051-26**  
 Sheet **1** of **1**

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5	FILL: Medium Dense to Dense Brown Sand with Silt and Gravel				
1		18	M	27						
					5	Intermixed with topsoil near 6'				
2		16	M	37						
					10	Medium Dense, Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM - Possible Fill)				
3		13	W	27						
					10	Medium Dense, Brown Silty Fine SAND (SM - Possible Fill)				
4		13	W	15						
					15	Medium Dense, Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
5		13	W	11						
					15	End of Boring at 15 ft Backfilled with bentonite chips				
6		12	W	11						
					20					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling $\nabla$ <u>5.4'</u> Upon Completion of Drilling <u>8.9'</u> Time After Drilling _____ Depth to Water _____ Depth to Cave in _____ <u>12.1'</u>	Start <u>10/26/22</u> End <u>10/26/22</u> Driller <u>SE</u> Chief <u>Tim</u> Rig <u>7822DT</u> Logger <u>AR</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>

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



# LOG OF TEST BORING

Project East Towne Area Pond (Additional Borings)  
 Location Madison, Wisconsin

Boring No. 11  
 Surface Elevation (ft) 859±  
 Job No. C22051-26  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	FBP (in.)	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL	LOI
						FILL: Dark Brown Clay and Topsoil to 1.5'					
1		16	W	15		Gray Sand with Silt and Gravel to 2'					
						Medium Dense, Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
2		14	W	12							
					5						
3		14	W	12							
4		13	W	13							
					10						
5		14	W	13							
6		14	W	14							
					15						
						End of Boring at 15 ft					
						Backfilled with bentonite chips					
					20						

## WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  0.0' Upon Completion of Drilling 1.3'  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in 8.1'

## GENERAL NOTES

Start 10/26/22 End 10/26/22  
 Driller SE Chief Tim Rig 7822DT  
 Logger AR Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



**APPENDIX B: SURVEYED TREE LIST FOR REMOVAL**



## SURVEYED TREE LIST FOR REMOVAL

TOPOGRAPHIC POINT NUMBER	COORDINATE		SURVEY	SIZE (IN)
	EASTING	NORTHING	DESCRIPTION	
1006	501489.4	844643.3	TR	18
1017	501457.4	844597.6	TR	18
1020	501442.9	844580.4	BRK TR	6
1068	501434.7	844568.0	BRK TR	16
1069	501424.7	844563.5	BRK TR	20
1087	501414.0	844561.0	TR BRK	16
1150	501231.4	844387.4	TR DIT BRK	6
1379	501490.4	844643.4	TR	15
3255	501178.9	844232.1	TR GND 8"	8
3270	501131.7	844270.2	TR GND 8"	8
3298	501089.1	844342.8	TR GND 10"	10
TOTAL SUM OF DIAMETER (IN) =				<u>141</u>

## **APPENDIX C: PERMITS**





## City of Madison Engineering Division

# EROSION CONTROL PERMIT

Permit Number: ENG100-2022-05905

City Engineering: (608) 266-4751

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**Location of Work:** 1801 Zeier RD

**Parcel:**

**Permittee:** Grant Pokos

**Telephone:** (608) 266-4864

**Email:**

**Owner:** City of Madison Engineering

**Telephone:**

gpokos@cityofmadison.com

---

### Permit Conditions and Requirements:

Failure to abide by any of the following permit conditions will be considered a violation of the City's Erosion Control Ordinance (MGO Ch. 37) and can result in the issuance to the permittee and/or the property owner of Official Notices, citations, and/or referral to the City Attorney for resolution of non-compliance.

Erosion & Sediment Control Measures are to be installed prior to any land disturbance activities.

Within ten (10) days of the completion of the project or site stabilization the applicant shall submit an Erosion Control Notice of Termination (ECNOT). The ECNOT should be sent to the administrative authority that initially approved your permit.

The Erosion Control Permit applicant shall conduct a pre-construction meeting attended by a Professional Engineer responsible for initial implementation certification of the erosion control plan. The Professional Engineer shall document and submit minutes of this meeting to City Engineering.

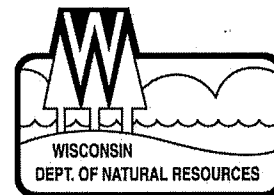
A Professional Engineer currently licensed in the State of Wisconsin shall certify the initial installation and implementation of the measures shown on the approved erosion control plan. Documentation on the City's Installation Certification form shall be submitted to the administrative authority within one (1) week of the installation. The certification form can be found on the City's webpage at <http://www.cityofmadison.com/engineering/Permits.cfm>.

As part of the Erosion Control Permit requirements this construction project requires erosion control inspections and reporting by the permittee (or by their authorized inspector). Inspections shall be conducted a minimum of once per week and also after every 24-hour rain event of 0.5" or more precipitation. The results of these inspections shall be entered on the City's permit and inspection tracking system.

Dust Control, if applicable shall be provided, per WDNR Conservation Practice Standard 1068.

Trench Dewatering, if applicable shall be provided, per WDNR Conservation Practice Standard 1061.

All BMP's installed for erosion control shall be in accordance with the applicable WDNR Conservation Practice Standards found at: [http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)



October 25, 2022

Jim Wolfe  
City of Madison  
210 Martin Luther King Jr Blvd  
Room 115  
Madison WI 53703-3342  
Via email: [jwolfe@cityofmadison.com](mailto:jwolfe@cityofmadison.com)

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-06: Construction Site Storm Water Runoff  
Permittee Name: City of Madison  
Site Name: East Towne Detention Improvements - Madison  
FIN: 85256

Dear Permittee:

The Wisconsin Department of Natural Resources received your Notice of Intent, on October 10, 2022, for the East Towne Detention Improvements - Madison site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is October 25, 2022. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site:  
<http://dnr.wi.gov/topic/stormwater/construction/forms.html>

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-06
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

- a. Date, time, and exact place of inspection;
- b. Name(s) of individual(s) performing inspection;
- c. An assessment of the condition of erosion and sediment controls;
- d. A description of any erosion and sediment control implementation and maintenance performed;
- e. A description of the site's present phase of construction.

3. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

4. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

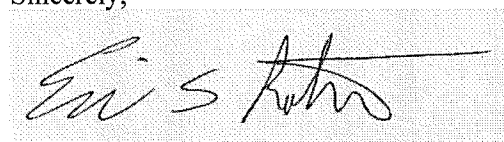
It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 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 must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Eric Rortvedt at (608) 235-7655.

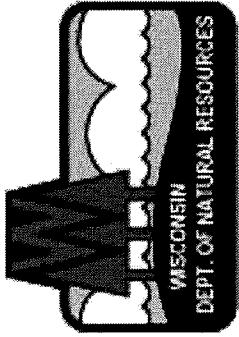
Sincerely,



Eric S. Rortvedt, P.E.  
South Central Region  
Water Resources Engineer

ENCLOSURE: Certificate of Permit Coverage

Cc: Grant Pokos, City of Madison (via email)



# CERTIFICATE OF PERMIT COVERAGE

UNDER THE  
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT  
Permit No. WI-S067831-06

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

## EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at  
**1-800-TIP-WDNR (1-800-847-9367)**

Please provide the following information to the Tip Line:

**WDNR Site No. (FIN): 85256**

**Site Name: East Towne Detention Improvements - Madison**

**Address/Location: South East Springs Drive/East of Zeier Rd, City of MADISON**

Additional Information:

**Landowner: City of Madison**

**Landowner's Contact Person: Jim Wolfe**

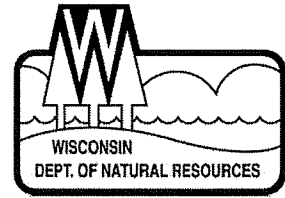
**Contact Telephone Number: (608) 266-4751**

**Permit Start Date: October 25, 2022**

**By:**

**State of Wisconsin**  
**DEPARTMENT OF NATURAL RESOURCES**  
910 Hwy 54 E  
Black River Falls, WI, 54615

**Tony Evers, Governor**  
**Preston D. Cole, Secretary**  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



10/31/2022

City of Madison  
Grant Pokos  
210 Martin Luther King, Jr. Blvd, Rm 115  
Madison, WI 53703  
Sent Electronically

GP-SC-2022-13-03723

Dear Mr. Pokos:

Thank you for submitting an application for a General Permit to place a stormwater pond near Starkweather Creek located in the NE 1/4, SW 1/4, Sec. 27, T. 08, R. 10E, City of MADISON, Dane County.

You have certified that your project meets the eligibility criteria for this activity. Based upon your signed certification you may proceed with your project. Please take this time to re-read the permit standards and conditions. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. We have not reviewed your plans for compliance with installation and construction standards. You are responsible for ensuring that the project meets all eligibility standards described on the attached checklist. Please note that your project must be complete within 3 years of the date of this letter.

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Stacey Carlson at (715) 896-1256 or email [Stacey.Carlson@wisconsin.gov](mailto:Stacey.Carlson@wisconsin.gov) to discuss your proposed modifications. If you fail to comply with state statutes and code, the Department has the authority to pursue enforcement which could include site restoration and fines.

The Department of Natural Resources appreciates your willingness to comply with waterway regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's water resources for future generations. You are responsible for obtaining any other local, state or federal permits that are required before starting your project.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Stacey Carlson'.

Stacey Carlson  
Water Management Specialist

Email Copy to:

USACE Project Manager  
Dane County  
Ryan Caputo, Conservation Warden



## ELIGIBILITY CRITERIA

Eligibility criteria:

1. The pond or artificial water body is a stormwater management pond that does not discharge into a navigable waterway except as a result of a storm event
2. Separation distance.
  - a. The crest of the berm of the pond or artificial water body may be no closer than 35 feet from the ordinary high water mark.
  - b. No portion of the pond or artificial water body may be within 100 feet of the location of any public rights feature as described in s. NR 1.06.
  - c. This separation distance does not include the outlet structure for the pond. An outfall below the ordinary high water mark shall comply with ch. NR 329.
3. The pond or artificial water body may not be constructed, dredged or enlarged in a wetland.
4. The pond or artificial water body may not be designed to have a permanent pool of water that discharges to a trout stream or its upstream tributaries.
5. The pond may not be subject to inflow from the navigable waterway up to the 10-year 24-hour rainfall event.
6. The pond shall have a stable (non-erosive) connection to the navigable waterway.
7. Fish may not be reared in the stormwater pond.
8. The pond or artificial water body shall be designed to prevent fish entrapment.
9. The permanent vegetation planted in areas adjacent to or disturbed during pond construction may not be department regulated invasive plant species.
10. Any excavated material may not be temporarily or permanently placed in a wetland, floodplain or below the ordinary high water mark of a navigable waterway and shall be disposed of in an upland location.
11. Reporting and monitoring requirements in s. NR 216.48 (4) will be followed.
12. The site shall meet the construction site performance standards of s. NR 151.11 for land disturbing construction activities for non-transportation projects and s. NR 151.23 for transportation projects.
13. The pond or artificial water body is designed in accordance with best management practices required for stormwater discharge permits under ch. NR 216, or to meet a local ordinance for stormwater management.
14. The pond or artificial water body may not be associated with any metallic or non-metallic mining project.
15. Erosion and sediment control best management practices shall be designed in accordance with s. NR 216.46 (6).
16. A site specific erosion control plan designed in accordance with s. NR 216.46 (1) to (4).
17. Erosion control measures shall meet or exceed the technical standards for erosion control approved by the department under subch. V of ch. NR 151. Any area where topsoil is exposed during placement, repair or removal of a structure shall be immediately seeded and mulched to stabilize disturbed areas and prevent soils from being eroded and washed into the waterway. These standards can be found at: <http://dnr.wi.gov/topic/stormwater/standards/>.

18. Unless part of a permanent storm water management system, all temporary erosion and sediment control practices will be removed upon final site stabilization. All areas disturbed during removal of temporary erosion and sediment control practices will be restored.

19. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

20. 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.

a. Inspect and remove aquatic plants, animals, and mud from your equipment.

b. Drain all water from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.

c. Dispose of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.

Wash your equipment with hot (>104° F) or high pressure water, steam clean or allow your equipment to dry thoroughly for 5 days.

21. Follow the most recent department approved washing and disinfection protocols and department approved best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. These protocols and practices can be found on the Department website at <http://dnr.wi.gov/topic/Invasives/bmp.html> Keyword: "equipment operator" and at <http://dnr.wi.gov/topic/Invasives/documents/EquipOper.pdf>

#### SELF CERTIFICATION CONDITIONS

1. You must notify Stacey Carlson at phone (715) 8963-1256 or email [Stacey.Carlson@wisconsin.gov](mailto:Stacey.Carlson@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 10/28/2025. 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. Your signed certification does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of your signed certification. If you wish to alter the project, 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 your signed certification for good cause, including if the project is not completed according to the terms of the eligibility standards and conditions for the activity or if the Department determines the activity is detrimental to the public interest.

7. You must post a copy of your signed certification 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 your signed certification and plan available at the project site at all times until the project is complete.

8. Your acceptance of this letter and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of your signed certification.

9. You shall maintain the project in good condition and in compliance with the terms and conditions of your signed certification, NR 343, Wis. Admin. Code and s. 30.206, Stats.

10. This project shall comply with all conditions identified in Wisconsin Administrative Code NR 343, 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 de-contaminated for invasive and exotic viruses and species prior to use and after use.

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

1. Inspect and remove aquatic plants, animals, and mud from your equipment.
2. Drain all water from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, 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. The Department has determined that your signed certification of the project site and project plans meet the standards in s. 30.206, Stats. and ch. NR 343, Wis. Adm. Code., to qualify for this General Permit.
2. The proposed project will not injure public rights or interests, cause environmental pollution as defined in s. 299.01(4), Wis. Stats., or result in material injury to the rights of any riparian owner, if constructed in accordance with your signed certification.
3. The Department and the applicant have completed all procedural requirements, and the project as described in your signed certification will comply with all applicable requirements of Section 30.206, Wis. Stats., and Chapters NR 102, 103, 150, 299, 310 and 343 if carried out as proposed.

#### CONCLUSIONS OF LAW

1. The Department has authority under ch. 30, Wis. Stats., and ch. NR 343, Wis. Adm. Code, to grant approval for the construction and maintenance of this project.
2. The Department has complied with s. 1.11, Wis. Stats.

**APPENDIX D: WOODY AND INVASIVE LIST FOR REMOVAL**

**ATTACHMENT A**

Botanical Name	Common Name	Tier 1	Tier 2
<i>Abutilon theophrasti</i>	Velvet Leaf	Yes	
<i>Achyranthes japonica</i>	Japanese Chaff Flower	Yes	
<i>Aegopodium podagraria</i>	Goutweed	Yes	
<i>Akebia quianata</i>	Chocolate vine	Yes	
<i>Alliaria petiolata</i>	Garlic Mustard	Yes	Yes
<i>Ambrosia artemisiifolia</i>	Common Ragweed	Yes	Yes
<i>Ambrosia trifida</i>	Giant Ragweed	Yes	Yes
<i>Ampelopsis brevipedunculata</i>	Porcelain berry	Yes	Yes
<i>Anthriscus sylvestris</i>	Wild Chervil	Yes	Yes
<i>Arctium minus</i>	Common Burdock	Yes	Yes
<i>Artemisia absinthium</i>	Wormwood	Yes	
<i>Arundo donax</i>	Giant Reed	Yes	
<i>Butomus umbellatus</i>	Flowering Rush	Yes	
<i>Bunias orientalis</i>	Hill Mustard	Yes	
<i>Campanula rapunculoides</i>	Bellflower	Yes	Yes
<i>Caragana arborescens</i>	Siberian Peashrub	Yes	
<i>Cardamine impatiens</i>	Narrow Leaf Bittercress	Yes	
<i>Carduus acanthoides</i>	Plumeless Thistle	Yes	Yes
<i>Carduus nutans</i>	Musk Thistle	Yes	Yes
<i>Celastrus orbiculatus</i>	Oriental Bittersweet	Yes	Yes
<i>Celastrus loeseneri</i>	Asian Bittersweet	Yes	Yes
<i>Centaurea biebersteinii</i>	Spotted Knapweed	Yes	Yes
<i>Centaurea diffusa</i>	Diffuse Knapweed	Yes	
<i>Centaurea jacea</i>	Brown Knapweed	Yes	
<i>Centaurea nigra</i>	Black Knapweed	Yes	
<i>Centaurea nigrescens</i>	Tyrol Knapweed	Yes	
<i>Centaurea repens</i>	Russian Knapweed	Yes	
<i>Centaurea solstitialis</i>	Yellow star-thistle	Yes	Yes
<i>Chelidonium majus</i>	Celandine Poppy	Yes	Yes
<i>Chenopodium album</i>	Lamb's Quarters	Yes	
<i>Circaea lutetiana</i>	Enchanter's Nightshade	Yes	Yes
<i>Cirsium arvense</i>	Canada Thistle	Yes	Yes
<i>Cirsium palustre</i>	Marsh Thistle	Yes	Yes
<i>Cirsium vulgare</i>	Bull Thistle	Yes	Yes
<i>Conium maculatum</i>	Poison Hemlock	Yes	Yes
<i>Convallaria majalis</i>	Lily-of-the-Valley	Yes	Yes
<i>Convolvulus arvensis</i>	Field Bindweed	Yes	
<i>Convolvulus sepium</i>	Hedge Bindweed	Yes	
<i>Coronilla varia</i>	Crown Vetch	Yes	Yes
<i>Cynoglossum officinale</i>	Hound's Tongue	Yes	
<i>Cytisus scoparius</i>	Scotch Broom	Yes	
<i>Daucus carota</i>	Queen Anne's Lace	Yes	
<i>Digitalis lanata</i>	Grecian Foxglove	Yes	
<i>Dioscorea oppositifolia</i>	Chinese yam	Yes	
<i>Dipsacus fullonum</i>	Teasel	Yes	Yes

Dipsacus spp.	Teasel	Yes	Yes
Dipsacus laciniatus	Cutleaf Teasel	Yes	Yes
Elytrigia repens	Quack Grass	Yes	
Epilobium hirsutum	Hairy Willow Herb	Yes	
Epipactis helleborine	Broad Leaved Helleborine	Yes	
Euphorbia cyparissias	Cypress Spurge	Yes	Yes
Euphorbia esula	Leafy Spurge	Yes	Yes
Fallopia japonica (Polygonum cuspidatum)	Japanese Knotweed	Yes	Yes
Fallopia x bohemica	Bohemian Knotweed	Yes	Yes
Filipendula ulmaria	Queen of the Meadow	Yes	
Galeopsis tetrahit	Hempnettle	Yes	
Galium mollugo	White Bedstraw	Yes	
Geum canadense	White Avens	Yes	
Glechoma hederacea	Creeping Charlie	Yes	
Glyceria maxima	Tall or Reed Manna Grass	Yes	Yes
Hackelia virginiana	Stickseed	Yes	Yes
Hedera helix	English Ivy	Yes	
Hemerocallis fulva	Daylily	Yes	Yes
Heracleum mantegazzianum	Giant Hogweed	Yes	Yes
Hesperis matronalis	Dame's Rocket	Yes	Yes
Humulus japonicus	Japanese Hops	Yes	Yes
Impatiens glandulifera	Policeman's Helmet	Yes	
Impatiens balfourii	Balfour's Touch-Me-Not	Yes	
Iris pseudacorus	Yellow Flag Iris	Yes	Yes
Knautia arvensis	Field Scabious	Yes	
Lactuca canadensis	Wild Lettuce	Yes	
Lactuca serriola	Prickly Lettuce	Yes	
Lamium spp.	Deadnettle	Yes	
Leonurus cardiaca	Motherwort	Yes	
Lepidium latifolium	Perennial Pepperweed	Yes	
Lespedeza cuneata	Chinese Lespedeza	Yes	
Leymus arenarius	Lyme or Sand Ryegrass	Yes	
Linaria dalmatica	Dalmation Toadflax	Yes	
Lotus corniculatus	Birdsfoot Trefoil	Yes	Yes
Lysimachia nummularia	Moneywort	Yes	
Lysimachia vulgaris	Garden Yellow Loosestrife	Yes	Yes
Lythrum salicaria	Purple loosestrife	Yes	Yes
Lythrum virgatum	Wand Loosestrife	Yes	Yes
Melilotus sp.	Sweet Clover	Yes	Yes
Microstegium vimineum	Japanese Stilt Grass	Yes	
Myosotis sylvatica	Woodland Forget-Me-Not	Yes	
Nasturtium officinale	Watercress	Yes	
Opismenus hirtellus ssp. undulatifolius	Wavy Leaf Basket Grass	Yes	
Poa pratensis	Kentucky Bluegrass	Occasionally	
Pastinaca sativa	Wild Parsnip	Yes	Yes
Petasites hybridus	Butterfly Dock	Yes	Yes

<i>Phalaris arundinacea</i>	Reed Canary Grass	Yes	Yes
<i>Phragmites australis</i>	Common Reed	Yes	Yes
<i>Phytolacca acinosa</i>	Himalayan Pokeweed	Yes	Yes
<i>Phytolacca americana</i>	American Pokeweed	Yes	Yes
<i>Pimpinella saxifraga</i>	Burnet Saxifrage	Yes	
<i>Polygonum perfoliatum</i>	Mile-a-minute Vine	Yes	Yes
<i>Polygonum sachalinense</i>	Giant Knotweed	Yes	Yes
<i>Pueraria lobata</i>	Kudzu	Yes	
<i>Ranunculus ficaria</i>	Fig Buttercup	Yes	
<i>Rubus armeniacus</i>	Himalayan blackberry	Yes	
<i>Rubus phoenicolasius</i>	Wineberry	Yes	
<i>Rubus</i> spp.	Rasberries	Yes	
<i>Rumex crispus</i>	Curly Dock	Yes	Yes
<i>Setaria</i> spp.	Foxtail Grasses	Yes	
<i>Solanum dulcamara</i>	Deadly Nightshade	Yes	Yes
<i>Solidago canadensis</i>	Canada Goldenrod	Yes	Occasionally
<i>Solidago sempervirens</i>	Seaside Goldenrod	Yes	
<i>Sonchus</i> spp.	Sow Thistle	Yes	
<i>Sorbaria sorbifolia</i>	False Spirea	Yes	
<i>Sorghum halepense</i>	Johnsongrass	Yes	
<i>Symphotrichum subulatum</i>	Annual Saltmarsh Aster	Yes	
<i>Taeniatherum caput-medusae</i>	Medusahead	Yes	
<i>Tanacetum vulgare</i>	Tansy	Yes	
<i>Torilis arvensis</i>	Spreading hedgeparsley	Yes	Yes
<i>Torilis japonica</i>	Hedge Parsley	Yes	Yes
<i>Toxicodendron radicans</i>	Poison Ivy	Yes	Yes
<i>Tussilago farfara</i>	Coltsfoot	Yes	
<i>Typha</i> spp.	Cattails	Yes	Yes
<i>Urtica dioica</i>	Stinging Nettle	Yes	Yes
<i>Valeriana officinalis</i>	Garden Heliotripe	Yes	
<i>Verbascum thapsus</i>	Mullein	Yes	
<i>Vinca minor</i>	Vinca	Yes	
<i>Vincetoxicum nigrum</i>	Black Swallow-wort	Yes	
<i>Vincetoxicum rossicum</i>	European Swallow-wort	Yes	
<i>Vitis</i> spp.	Wild Grape	Occasionally	
<i>Wisteria floribunda/sinensis</i>	Japanese/Chinese wisteria	Yes	

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**EAST TOWNE DETENTION BASIN IMPROVEMENTS  
CONTRACT NO. 9437**

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. N/A through N/A 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 R.G. Huston Co., 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

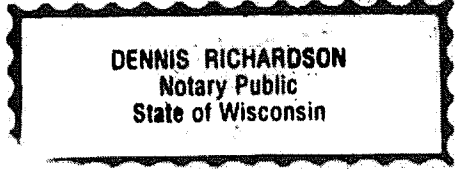
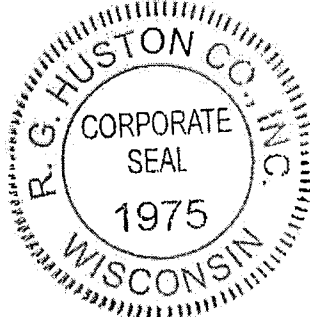
Brad Huston - President  
\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this  
26th day of January, 20 23.

  
\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 1/10/24

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





Contract 9437 – R. G. Huston Co., 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

East Towne Detention Basin Improvements

CONTRACT NO. 9437

Small Business Enterprise Compliance Report

Cover Sheet

This information **MUST** be submitted in a separate sealed envelope marked  
**"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT"**.

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road  
Cottage Grove, WI 53527

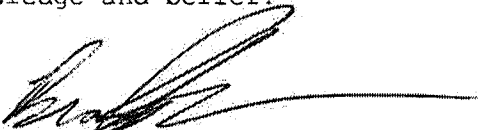
Telephone Number: (608) 255-9223


Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

I, Brad Huston, President of R.G. Huston Company, Inc. certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Witness' Signature

  
\_\_\_\_\_  
Bidder's Signature

1/26/2023  
Date



East Towne Detention Basin Improvements

CONTRACT NO. 9437  
Small Business Enterprise Compliance Report  
Summary Sheet

This information **MUST** be submitted in a separate sealed envelope marked

"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT".

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
Bullet Transit Co., Inc. -RG Huston is awarding Bullet a portion of our own work.	Trucking	13

Subtotal SBE who are not suppliers: 13 %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
---------------------------------	---------------------	------------------------------

Subtotal SBE who are suppliers: \_\_\_\_\_ % X 0.6 = \_\_\_\_\_ % (discounted to 60%)

Total Percentage of SBE Utilization: 13 %

**EAST TOWNE DETENTION BASIN IMPROVEMENTS**

CONTRACT NO. 9437

DATE: 1/26/23

**R. G. Huston Co., Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$500.00	\$500.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$195,154.36	\$195,154.36
20101 - EXCAVATION CUT - C.Y.	24631.00	\$14.40	\$354,686.40
20217 - CLEAR STONE - TON	135.00	\$16.50	\$2,227.50
20221 - TOPSOIL - S.Y.	13269.00	\$5.80	\$76,960.20
20236 - HEAVY RIPRAP- GLACIAL FIELDSTONE - TON	570.00	\$70.00	\$39,900.00
20241 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	1538.00	\$4.35	\$6,690.30
20302 - SAWCUT CONCRETE FULL DEPTH - L.F.	65.00	\$2.75	\$178.75
20322 - REMOVE CONCRETE CURB & GUTTER - LF	66.00	\$14.00	\$924.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - SQFT	550.00	\$3.25	\$1,787.50
20314 - REMOVE PIPE (INCLUDES APRON ENDWALLS) - LF	208.00	\$36.00	\$7,488.00
20401 - CLEARING - I.D.	141.00	\$52.00	\$7,332.00
20406 - GRUBBING - I.D.	141.00	\$31.00	\$4,371.00
20706 - TALL GRASS PRAIRIE SEEDING - S.Y.	905.00	\$1.50	\$1,357.50
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$350.00	\$1,750.00
21011 - CONSTRUCTION ENTRANCE - EACH	3.00	\$600.00	\$1,800.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$5,000.00	\$5,000.00
21017 - SILT SOCK (8 INCH)- COMPLETE - L.F.	400.00	\$3.25	\$1,300.00
21021 - SILT FENCE - COMPLETE - L.F.	350.00	\$7.00	\$2,450.00
21049 - INLET PROTECTION, RIGID FRAM - PROVIDE AND INSTALL - EACH	2.00	\$375.00	\$750.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	2.00	\$50.00	\$100.00
21051 - INLET PROTECTION, RIDGID FRAME - REMOVE - EACH	2.00	\$25.00	\$50.00
21062 - EROSION MATTING, CLASS 1, URBAN TYPE B - S.Y.	13269.00	\$1.60	\$21,230.40
21302 - CONSTRUCTION FENCE (PLASTIC) - LF	1410.00	\$4.70	\$6,627.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - LF	66.00	\$75.76	\$5,000.16
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	220.00	\$10.10	\$2,222.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	330.00	\$11.10	\$3,663.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	427.00	\$25.00	\$10,675.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	783.00	\$0.01	\$7.83
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	43.00	\$108.00	\$4,644.00
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	587.00	\$121.00	\$71,027.00
50410 - 42 INCH TYPE I RCP STORM SEWER PIPE - L.F.	92.00	\$214.00	\$19,688.00
50411 - 48 INCH TYPE I RCP STORM SEWER PIPE - L.F.	61.00	\$253.00	\$15,433.00
50465 - 24 INCH RCP AE - EACH	19.00	\$1,550.00	\$29,450.00
50469 - 42 INCH RCP AE - EACH	2.00	\$2,650.00	\$5,300.00
50470 - 48 INCH RCP AE - EACH	1.00	\$3,085.00	\$3,085.00
50605 - 24 INCH RCP AE GATE - EACH	3.00	\$1,330.00	\$3,990.00
50609 - 42 INCH RCP AE GATE - EACH	2.00	\$2,840.00	\$5,680.00
50610 - 48 INCH RCP AE GATE - EACH	1.00	\$3,480.00	\$3,480.00
50724 - 4'X4' STORM SAS - EACH	2.00	\$9,820.00	\$19,640.00
50725 - 5'X5' STORM SAS - EACH	1.00	\$14,500.00	\$14,500.00
50726 - 6'X6' STORM SAS - EACH	3.00	\$14,600.00	\$43,800.00
90001 - STORMWATER CONTROL - LUMP SUM	1.00	\$11,650.00	\$11,650.00
90002 - BRUSHING - LUMP SUM	1.00	\$8,400.00	\$8,400.00
90003 - DETENTION BASIN - BIOSWALE WET PRAIRIE SEED MIX - SY	12364.00	\$0.80	\$9,891.20
90004 - INVASIVE REMOVAL MAINTENANCE - EACH	5.00	\$2,263.00	\$11,315.00
90005 - "SNOUT 30F" WATER QUALITY DEVICE - EACH	3.00	\$1,300.00	\$3,900.00

**EAST TOWNE DETENTION BASIN IMPROVEMENTS**

CONTRACT NO. 9437

DATE: 1/26/23

**R. G. Huston Co., Inc.**

Item	Quantity	Price	Extension
90006 - 2' CLAY LINING PROVIDE AND INSTALL (2' DEEP OVER WET AREA) - CY	3933.00	\$32.30	\$127,035.90
90007 - GROUNDWATER/SITE DEWATERING - LUMP SUM	1.00	\$12,000.00	\$12,000.00
90008 - CONSTRUCTION SURVEYING - LUMP SUM	1.00	\$108.00	\$108.00
90009 - CLAY TRENCH PLUG - EACH	8.00	\$225.00	\$1,800.00
<b>51 Items</b>	<b>Totals</b>		<b>\$1,188,000.00</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)

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

**Deputy Division Manager**  
 Kathleen M. Cryan

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

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

**Facilities & Sustainability**  
 Bryan Cooper, Principal Architect

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

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

**BIENNIAL BID BOND**

R. G. Huston Co., Inc.  
 (a corporation of the State of Wisconsin )  
 (individually or partnership), (hereinafter referred to as the "Principal") and  
 Travelers Casualty and Surety Company of America

a corporation of the State of Connecticut (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, 2022 through January 31, 2024.

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**

R. G. Huston Co., Inc.  
COMPANY NAME AFFIX SEAL

December 23, 2021  
DATE

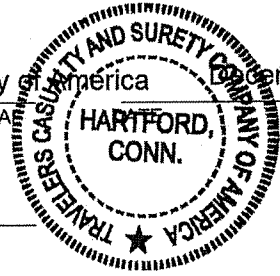


By: [Signature] - Sec/Treas.  
SIGNATURE AND TITLE

**SURETY**

Travelers Casualty and Surety Company of America  
COMPANY NAME AFFIX SEAL

December 21, 2021



By: [Signature]  
SIGNATURE AND TITLE  
Jonathan Lucas, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 20049489 for the year 2021 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 21, 2021  
DATE

[Signature]  
AGENT SIGNATURE

20975 Swenson Drive - Suite 175  
ADDRESS

Waukesha, Wisconsin 53186  
CITY, STATE AND ZIP CODE

262-317-8045  
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.





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

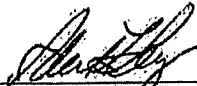
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JONATHAN LUCAS** of **MILWAUKEE**, Wisconsin, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of December, 2021.



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

## SECTION H: AGREEMENT

THIS AGREEMENT made this 1st day of March in the year Two Thousand and Twenty-Three between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted FEBRUARY 28, 2023, 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:

### EAST TOWNE DETENTION BASIN IMPROVEMENTS CONTRACT NO. 9437

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 MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 (\$1,188,000.00) 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 started in the notice.

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

**EAST TOWNE DETENTION BASIN IMPROVEMENTS  
CONTRACT NO. 9437**

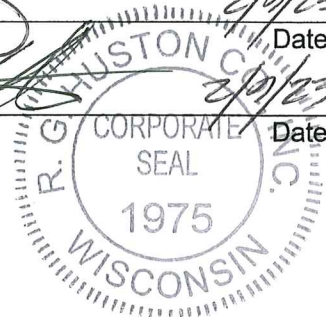
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

*[Signature]* 2/9/23  
Witness Date  
*[Signature]* 2/9/23  
Witness Date

**R. G. HUSTON CO., INC.**

Company Name  
*[Signature]* 2/9/23  
President Date  
*[Signature]* 2/9/23  
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]* 3/3/23  
Finance Director Date  
*[Signature]* 3/14/23  
Witness Date  
*[Signature]* 3/19/23  
Witness Date

*[Signature]* 3-14-23  
City Attorney Date  
*[Signature]* 3/19/23  
Mayor Date  
*[Signature]* 3-9-23  
City Clerk Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we R. G. HUSTON CO., INC. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 (\$1,188,000.00) 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:

**EAST TOWNE DETENTION BASIN IMPROVEMENTS  
CONTRACT NO. 9437**

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 1st day of March, 2023

Countersigned:

[Signature]  
Witness

[Signature]  
Secretary

R. G. HUSTON CO., INC.

Company Name (Principal)

[Signature]  
President



Approved as to form:

[Signature]  
City Attorney

Travelers Casualty and Surety Company of America

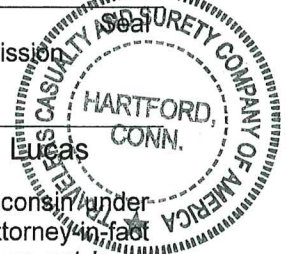
Surety

Salary Employee

Commission

By

[Signature]  
Attorney-in-Fact Jonathan Lucas



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 20049489 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 1, 2023  
Date

[Signature]  
Agent Signature Jonathan Lucas



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

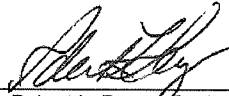
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JONATHAN LUCAS** of **MILWAUKEE**, **Wisconsin**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

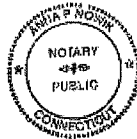
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

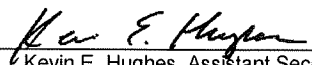
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **March**, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**