

\$913,338.55

BID OF Integrity Grading & Excavating, Inc.

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

Tancho Dr Bike Path & Northeast Regional Pond Repair

CONTRACT NO. 8739

PROJECT NO. 14761

MUNIS NO. 14761

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON Sep 2, 2025

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**TANCHO DR BIKE PATH & NORTHEAST REGIONAL POND REPAIR
CONTRACT NO. 8739**

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This Proposal, and Agreement have
been prepared by:

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



James M. Wolfe, P.E., City Engineer

JMW: git

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:	TANCHO DR BIKE PATH & NORTHEAST REGIONAL POND REPAIR
CONTRACT NO.:	8739
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	7/17/25
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	7/17/25
BID SUBMISSION (2:00 P.M.)	7/24/25
BID OPEN (2:30 P.M.)	7/24/25
PUBLISHED IN WSJ	7/10 & 7/17/25

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2025 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

- | | |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 437 <input type="checkbox"/> Metals |
| 402 <input type="checkbox"/> Building Automation Systems | 440 <input type="checkbox"/> Painting and Wallcovering |
| 403 <input type="checkbox"/> Concrete | 445 <input type="checkbox"/> Plumbing |
| 404 <input type="checkbox"/> Doors and Windows | 450 <input type="checkbox"/> Pump Repair |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications | 455 <input type="checkbox"/> Pump Systems |
| 410 <input type="checkbox"/> Elevator - Lifts | 460 <input type="checkbox"/> Roofing and Moisture Protection |
| 412 <input type="checkbox"/> Fire Suppression | 464 <input type="checkbox"/> Tower Crane Operator |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000 | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000 | 466 <input type="checkbox"/> Warning Sirens |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000 | 470 <input type="checkbox"/> Water Supply Elevated Tanks |
| 428 <input type="checkbox"/> Glass and/or Glazing | 475 <input type="checkbox"/> Water Supply Wells |
| 429 <input type="checkbox"/> Hazardous Material Removal | 480 <input type="checkbox"/> Wood, Plastics & Composites - Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC) | 499 <input type="checkbox"/> Other _____ |
| 433 <input type="checkbox"/> Insulation - Thermal | |
| 435 <input type="checkbox"/> Masonry/Tuck pointing | |

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which

has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may

not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.

- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

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

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

SECTION D: SPECIAL PROVISIONS

TANCHO DR BIKE PATH & NORTHEAST REGIONAL POND REPAIR CONTRACT NO. 8739

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

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Isaac Gabriel, 1600 Emil Street, Madison, WI 53713) prior to **12:00 pm on Thursday, September 4, 2025**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, September 3, 2025**.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, tree removal, storm sewer pipes and structures, base preparation, curb and gutter, sidewalk spot replacement, asphalt pavement, shared-use path, improvement on pedestrian crossings, pavement marking, signing, and path lighting.

This contract and associated plan set describes the work necessary to repair the existing overflow weir, eastern pond shoreline, extend and construct new storm sewer, install storm structures, and install a crushed gravel maintenance access road at Northeast Regional Pond located at 1460 S Grand Avenue in the City of Sun Prairie, Wisconsin.

The bike path project limits for the work on Tancho Bike Path are between Northeast Open Space Tancho Path and Underpass 151, through Northeast Park. The project is approximately 2260 ft in length. The bike path project limits for the work on Northeast Open Space Tancho Path are between Tancho Drive and Tancho Bike Path. The project is approximately 575 ft in length.

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

SECTION 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on conditions encountered in the field. 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 in accordance with the City Standard Specifications and these special provisions.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTIONS

The Contractor shall be responsible for setting all lines and/or grades required to complete all work shown in the Northeast Regional Pond Plans. Surveys, Points, and Instructions shall be incidental to Bid Item 90008- CONSTRUCTION SURVEYING FOR POND.

The City shall complete all the survey and staking for Tancho Bike Path, unless otherwise specified in the contract.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Be advised that there shall be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging.

Contractor is alerted that very little additional space is available within the project limits for material storage, staging, and other uses at Northeast Regional Pond Shoreline Repair. All areas disturbed by construction activities shall be restored when construction is complete. Contractor may not store materials or stage equipment outside of the areas designated on the plans without authorization of the Engineer.

The Contractor shall determine locations for temporary stockpiling and construction access within compliance with all applicable permits and requirements of this contract, which shall be approved by the Engineer. The Contractor shall limit all disturbance and note contract limits to payment for BID ITEM 20707 – INFILTRATION SIDE SLOPE SEEDING and BID ITEM 21063.2 – EROSION CONTROL MATTING, CLASS I, URBAN TYPE A – ORGANIC FOR NORTHEAST REGIONAL POND. The Contractor shall be responsible for repairing all areas disturbed and damaged as part of construction activities at the Contractors expense under the direction of the Engineer and per the City of Madison Standard Specifications and these Special Provisions, except for specific quantity payment as outlined under BID ITEMS 20707 and 21061. Any additional temporary erosion control including silt sock, based on the Contractors construction disturbance outside of the locations identified in the plans, shall be incidental to this contract.

The majority of The pond repair is within State of Wisconsin Department of Transportation Right of Way. This contract requires a WisDOT Work in the Right of Way Permit. The Contractor shall see Article 108.2 for additional details and requirements of this and all permits. All materials shall be stored at least 15' from the edge of USH 151 and in accordance with the WisDOT Work in the Right of Way Permit.

Fencing

There is existing chain link fencing on site. This fencing is owned by the Wisconsin Department of Transportation. Prior to construction, the Contractor shall contact Tammy Buss WDOT at 608-438-1744 and Tim Pelton at Dane County: 608-516-814 to coordinate the time between when the WDOT/County shall remove the chain link fencing, when the Contractor (under this contract) shall install temporary construction fencing, and to coordinate the WDOT/County pickup of Contractor removed and stockpiled posts based on the below roles and responsibilities:

- WisDOT will remove the existing chain link fabric prior to construction.
- The Contractor shall remove any fence posts necessary to complete the project, photograph each fence post before and after removal to verify condition and stockpile them onsite for the County to pick up and protect for the construction season.
- The Contractor shall install temporary construction fence where chain link fencing was removed (the construction fencing shall NOT be installed onto existing chain link fence posts). The Contractor shall be responsible for maintaining the temporary construction fencing until the letter of substantial completion is issued.

- At the end of each workday, the Contractor shall be responsible for erecting any temporary construction fence that was temporarily removed during the day for construction operations.
- Upon project completion WisDOT will reinstall the stockpiled and replaced posts, chain-link fence and remove and dispose the temporary construction fencing and posts.

The plans and specifications for the pond repair were created by the City of Madison. Contact Sarah Lerner at City Engineering with any questions or discrepancies found on the plans at slerner@cityofmadison.com.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps, sidewalks, and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Construction Engineer and the City Parks; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Coordination with City Parks

For the path connection to the playground see detail on sheet D-1 for asphalt at the playground edge. The asphalt is to extend into the playground area for 3-ft at a 3:1 slope. This allows for there to not be drop-off when the playground surfacing level fluctuates over time as it gets moved around or in the case of wood mulch decomposes. The Northeast Park playground has rubber surfacing. Some notes surrounding that:

- Existing playground surfacing shall be removed from paving area and stockpiled in a location that will not contaminate the surfacing with organic material.
- When paving is complete, place the playground surfacing in original location.
- The Contractor is responsible for repair or replacement of any damaged playground equipment or associated signage as a result of the work.
- Removing and resetting playground surface material is incidental to the paving work.

Contractor shall contact Adam Kaniewski, akaniewski@cityofmadison.com, or Corey Stelljes, cstelljes@cityofmadison.com, to coordinate the work. Parks staff shall be notified at least 1 week prior to any work impacting the playground area and shall also be notified promptly upon completion of the work.

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 and shall complete work as described under the Prosecution of Work to provide necessary construction access.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area. The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

Construction Engineer shall have the final decision on schedule of all work.

The Contractor shall use care around all existing trees, prairie grass areas and any potentially sensitive lands and waters. No trees other than what is shown on the plans shall be removed, cut, or otherwise impacted without the approval of the Engineer and the City Parks.

SECTION 107.17 UTILITY COORDINATION

Work in this contract shall require utility relocations or adjustments. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

AT&T (underground), Spectrum Charter (underground), ATC and Alliant facilities (underground), Alliant facilities (overhead and underground), and MG&E Gas (underground) have facilities within the project limits.

AT&T has underground facilities within the project limits. Conflicts are not anticipated. The Contractor shall contact Garrett Barth, gb1789@att.com to coordinate the work.

Spectrum Charter has underground facilities within the project limits. Conflicts are not anticipated. The Contractor shall contact Alexander Davis, Alexander.Davis@charter.com, to coordinate the work.

ATC has underground facilities within the project limits. Conflicts are not anticipated. The underground 69,000-volt transmission line that is housed in a 50-ft easement width granted to Wisconsin Power and Light Company in April 1991 as recorded document #2259855 and further assigned to ATC in Assignment Doc. #3282842 is shown on the plans approximately crossing the bike path located between STA 27+21.44 and STA 27+72.42 on the Northeast Park. Excavation cannot exceed 1-ft of depth in the preparation for the trail crossing and a maximum of 2-ft of fill is approved for the crossing. The Contractor shall contact Matt Ernst, memst@atcllc.com to coordinate the work.

Alliant has overhead and underground within the project limits. Conflicts are not anticipated. The Contractor shall contact Adam Krohn, adamkrohn@alliantenergy.com to coordinate the work.

MG&E Gas facilities are located within the project limits. Conflicts are not anticipated. The Contractor shall contact Roger Ahles, rahles@mge.com to coordinate the work.

Special Events:

Sun Prairie Loop – the bike event utilizes Goodman Path. No work shall be allowed on Goodman Path during the event in Fall 2025. The Contractor shall contact David Salmon, dsalmon@cityofsunprairie.com to determine the exact date of the event in 2025. During the event, the Contractor shall have Goodman Path open for bicycle traffic.

Badger Challenge – the half marathon utilizes Tancho Drive. No work shall be allowed on Tancho Drive during the event on September 21, 2025, between 8:20 a.m. to 8:45 a.m. The Contractor shall contact Abbey VanValkenburg, abbey.vanvalkenburg@wisc.edu to coordinate the work.

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 Construction 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 contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing, jersey barrier and barricading shall conform to Part VI of the Federal Highways Administration “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.

Tancho Drive shall remain open at all times during construction. A flagger shall be used if necessary, during ramp construction to allow for both directions of travel.

Northeast Park playground shall remain open at all times during construction. Contractor shall maintain existing playground path access up until the new Tancho Path and new playground path connection is complete in Spring 2026. Contractor shall maintain access from the Tancho Drive sidewalk to the playground, including the use of rubber mats as needed. Playground access is incidental to the Traffic Control bid item. The Contractor shall contact Adam Kaniewski, akaniewski@cityofmadison.com, or Corey Stelljes, cstelljes@cityofmadison.com 48 hours in advance of work starting on the new path connection to the playground.

Goodman Path, a Sun Prairie owned and maintained path, shall remain open at all times during construction. A flagger shall be used as needed, during paving and/or pond shoreline restoration to allow for both directions of travel. The Contractor shall contact David Salmon, dsalmon@cityofsunprairie.com, to coordinate the work.

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, jersey barrier and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings tubular posts and bases and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflict overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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.

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

Maintain sidewalk 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. Sidewalk shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

The Contractor shall only access the site as described in these plans and shall under no circumstances access the project from USH 151.

Any additional traffic control requirements required under the WisDOT Work on Highway ROW Permit shall be considered incidental to this contract.

SECTION 107.19 PROJECT INFORMATION SIGN

Supplement standard spec 107.19 as follows:

The signs shall be attached to Type III barricades and placed at either end of the project for the duration of the project. See plans for sign details.

The project information sign shall be measured by Each 2.5 feet x 4 feet sign, acceptably installed.

SECTION 108.2 PERMITS

The City of Madison has obtained a DNR Notice of Intent (NOI) coverage under a Construction Site General permit. The City of Madison has obtained a City of Madison Erosion Control Permit, Wisconsin Department of Natural Resource Chapter 30 Wetland Permit, Wisconsin Department of Natural Resources Individual Permit for Shoreline Riprap, and a City of Sun Prairie Erosion Control Permit.

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. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

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

- Wisconsin DNR IP for Riprap
- Wisconsin DNR GP for Wetland Disturbance
- US Army Corps of Engineers Permit
- City of Madison Erosion Control Permit
- City of Sun Prairie Erosion Control Permit
- WDNR Storm Water Construction General Permit Notice of Intent (NOI)

The Contractor shall not begin any construction on the weir, shoreline, or any dewatering or storm control until the Contractor has submitted details of water management to William Disser at william.disser@wisconsin.gov at the Wisconsin Department of Natural Resources for approval.

The Contractor shall be required prior to the start of construction on the Northeast Regional Pond Shoreline Repair to obtain a State of Wisconsin Department of Transportation Work on highway right of way (ROW) permit. Information on how to apply for this permit is available at: <https://wisconsindot.gov/Pages/doing-bus/real-estate/permits/work-on-hwy.aspx>

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

Backfill, plate, or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Street Division, 608-266-4861, one day prior to the placement of the plates.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The Contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the traffic engineer on the project, Ali Heinritz, 215 Martin Luther King Jr. Blvd, Suite 109, 267-1102, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The Contractor shall notify the traffic engineer upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Ali Heinritz, City of Madison Traffic Engineering, at 608-267-1102 or aheinritz@cityofmadison.com for questions on this spec.

It shall be the responsibility of the Contractor to obtain any and all additional permits that may be required for this project. Including the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Pit/Trench Dewatering Permit (WPDES Permit No. WI-0049344-4).
- Short Duration Discharge Permit (WPDES Permit No. WI-0059137-4).
- High- Capacity Dewatering Well Permit. This permit is generally needed when dewatering at a rate over 70 gpm.
- WisDOT ROW permit

All permit application costs, coordination and approvals required for any permits needed shall be considered incidental to the Mobilization bid item for the Contract. Permits are required prior to authorizing the start of construction.

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

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

All grading, electrical, concrete and pond restoration work under this contract shall be completed in 2025, and the remaining asphalt paving, final pavement markings, and final landscape restoration, Tancho Dr. crossing improvements may be completed in 2026.

The earliest possible start date for work on this contract is **September 22, 2025.**

All grading and path construction work up to and including the final gravel base on the paths, shall be completed prior to the start of the pond shoreline restoration work. The graded paths shall be used as construction access to the pond shoreline restoration work.

All pond repairs and restoration, grading, gravel base, storm sewer, and electrical work within the Northeast Park and open space, shall be completed **by December 15, 2025.**

All remaining work, including asphalt surface paving, Tancho Dr. bike & pedestrian crossing improvements, final pavement markings, and final restoration work shall be completed **by May 30, 2026**.

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. The Contractor shall notify the City Engineer a minimum of three (3) weeks in advance of the selected start date in 2025. If notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

SECTION 109.5: METHODS AND EQUIPMENT

The Contractor shall submit final erosion control plans and final coffer dam plans and specifications if proposed PRIOR TO STARTING CONSTRUCTION to William Disser at william.disser@wisconsin.gov.

The Contractor shall submit a Methods and Equipment Plan for approval by the Engineer prior to starting stormwater control on the Northeast Regional Pond Repair. The Methods and Equipment plan shall include information on The Contractor's approach for Stormwater Control including any additional equipment, erosion control devices, stone, piping, etc. required to manage storm events under BID ITEM 90004 – STORMWATER CONTROL.

The Contractor shall submit details of water management to William Disser at william.disser@wisconsin.gov at the Wisconsin Department of Natural Resources for approval prior to starting construction. The Contract shall not dewater for dam repair until the water management plan has been approved.

The Contractor shall be prepared to discuss their storm control plan in detail at the pre-construction meeting. 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.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page for the Northeast Regional Pond Shoreline Repair will be paid for at the quantity listed in the proposal page as a plan quantity 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 10701.1 – TRAFFIC CONTROL FOR TANCHO BIKE PATH

The contract quantity shall be used on Tancho Bike Path and Northeast Open Space Tancho Path.

BID ITEM 10701.2 – TRAFFIC CONTROL FOR NORTHEAST REGIONAL POND

The contract quantity shall be used on Northeast Regional Pond Repair.

BID ITEM 10911.1 – MOBILIZATION FOR TANCHO BIKE PATH

The contract quantity shall be used on Tancho Bike Path and Northeast Open Space Tancho Path.

BID ITEM 10911.2 – MOBILIZATION FOR NORTHEAST REGIONAL POND

The contract quantity shall be used on Northeast Regional Pond Repair.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 20101.1 – EXCAVATION CUT FOR TANCHO BIKE PATH

Excavation Summary for Roadway Work

Work under this item shall include all labor, equipment, hauling, materials, incidentals, excavation and fill required for shared-use path, and achieves the grades as represented by the contours on the plan set, as shown on the typical sections or as defined in this Special Provisions. The grading limits are shown on the plans and cross-sections.

The plan quantity for excavation includes all necessary topsoil stripping under the shared-use path. Reusing top-soil material from one-site shall be paid separately. Excavation Cut shall be paid as a pay plan quantity. These items shall be in accordance with Article 201 and 202 of the Standard Specifications. Materials cannot be mined onsite adjacent to the project.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. The earthwork summary is shown on the title sheet for this project, and a more detailed summary of the shared-use path earthwork quantities (unadjusted) is as follows:

Excavation Cut (Tancho Bike Path)

- Estimated Stripped Existing Park Path Pavement Material (asphalt & base):	58 CY
- Estimated Topsoil Stripping:	1297 CY
o Assumed 16" Topsoil Depth for B-1 boring area: 1172 CY	
o Assumed 5.5" Topsoil Depth for B-4 boring area: 125 CY	
o Assumed 0" Topsoil Depth for B-2 and B-3 boring area	
- Estimated Undercut:	620 CY
- Estimated Remaining Excavated Material:	115 CY
Total Unclassified Excavation Cut for Path, paid under 20101:	2090 CY

Total Select Fill for Path, paid under 20205:295 CY OR 570 TON

SEE TITLE SHEET FOR COMBINED EARTHWORK SUMMARY

BID ITEM 20101.2 – EXCAVATION CUT FOR NORTHEAST REGIONAL POND

Excavation Summary for Roadway Work

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 be in accordance with Article 201 of the latest addition of the City of Madison Standard Specifications for Public Works Construction. All work involved removal of subsoil shall be paid for under excavation cut.

Three-dimensional CAD files containing the digital terrace models used for the earthwork calculations are available. The excavation, fill, and topsoil quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factors have been applied to fill quantities to estimate net volume. The excavation quantities have been calculated to meet the proposed final grades.

Adjustments were made assuming excavation of existing topsoil occurred above at a depth of 4 inches, above the existing water line as shown on plans. Calculations assumed placement of 4 inches of topsoil. The Contractor shall be responsible for any discrepancies in the field based on these assumptions and calculations.

Excavation Cut (Northeast Regional Pond Repair)

- Estimated Subsoil:541 CY
- Estimated Topsoil Stripping:174 CY
- Estimated Undistributed Undercut:500 CY

Total Fill (Northeast Regional Pond Repair)

- Estimated Subsoil:591 CY
- Estimated Topsoil:151 CY

SEE TITLE SHEET FOR COMBINED EARTHWORK SUMMARY

It is estimated that 541 CY of subsoil and 174 CY of topsoil shall be made available through Excavation Cut. **Removal of the existing 36" RCP apron endwall and surrounding riprap shall be incidental to this bid item.**

All subsoil placement including both subsoil made available through excavation cut and imported subsoil shall paid under BID ITEMS 20202 – FILL BORROW.

As per standard specification excavation cut shall include topsoil removal, but placement and import of topsoil shall be paid under BID ITEM 20221.2 – TOPSOIL FOR NORTHEAST REGIONAL POND.

All double handling, temporary stockpiling, hauling, dumping fees and disposal of materials not suitable for re-use onsite shall be paid for by the Contractor at no additional cost to the City under Excavation Cut. Any additional undercut required due to field conditions shall be paid for under this bid item as UNDISTRIBUTED UNDERCUT. BID ITEM 20219 – BREAKER RUN (UNDISTRIBUTED), AND BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRUBTED). Test rolling for undercut determination is required and incidental to this bid item. The Contractor shall contact the Engineer to proof subgrade prior to paving.

Excavation Cut related to repair of the overflow weir shall be incidental to BID ITEM 90006 – OVERFLOW WEIR REPAIR.

METHOD OF MEASUREMENT

Excavation Cut shall be paid by the cubic yard based on "Plan Quantity" without measurement thereof. No expansion or shrinking factors have been or will be applied to this quantity. Undistributed Undercut shall only be paid based on the quantity measured in field, and not based on "Plan Quantity"

BASIS OF PAYMENT

Excavation Cut shall be paid at the contract price for work as defined above, which shall be considered full compensation for work, materials, labor and incidentals necessary to complete the work.

BID ITEM 20109 – FINISH GRADING

This item shall be used to confirm final grade of gravel base for the Tancho Path in spring 2026 and to ensure there is no contamination of the base material of inappropriate materials, and to recompact the base prior to paving. If settlement of gravel base has occurred, additional gradation no. 2 aggregate shall be placed, which will be measured and paid under item 40102.

BID ITEM 20202 – FILL BORROW

DESCRIPTION

Work under this bid item shall include all labor, material, double handling, equipment, and incidentals required to segregate, temporarily stockpile fill, prepare fill material for site restoration, and redistribute fill over disturbed areas in accordance with these special provisions and Article 202 of the City of Madison Standard Specifications. Fill shall be distributed over areas that are not below the water level in the pond for restoration of eroded shoreline banks. In areas that conflict with the City of Madison Standard Specifications, this special provision shall take precedence.

Three-dimensional CAD files containing the digital terrace models used for the earthwork calculations are available. The excavation, fill, and topsoil quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and subsurfaces within different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factors have been applied to fill quantities to estimate net volume.

The Contractor bidding shall note that no changes to this quantity will be approved during construction less there are significant changes to the design. This is not limited to, and includes minor differences in additional topographic surveys, earth movement, sediment buildups, erosion, organics, design calculations and shrink/swell.

All fill borrow, including material made available through excavation cut shall be reviewed by the Engineer to determine suitability for use as fill borrow. It is anticipated that little excavation cut shall be suitable for re-use on site.

MATERIAL

This material shall include natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner. Suitable material for fill borrow shall consist of earth which is free from boulders, masonry or other unacceptable materials including free of organics/deleterious material. Earth containing sod, organic matter or humus shall not be included in this classification.

Material used for the embankment must be insoluble. Material shall be fine grained soils as identified in the Unified Soil Classification System (USCS) – defined as 50% or more of material smaller than No. 200 sieve size). **The City Engineer shall review and approve the embankment material prior to placement.** If subsoil is not determined to be suitable for embankment fill, the Contractor shall be required to import fill at no additional mark-up. **Material used for the embankment meeting this specification shall be comprised of CL clean clay, as classified by the USCS.**

PLACEMENT

Fill Borrow shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the City Engineer. Fill Borrow shall not be placed upon a frozen surface nor shall snow, ice, or frozen material be incorporated in the Fill Borrow matrix.

Fill Borrow shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed the maximum thickness specified in Items of Construction Detail or shown on the drawings. If not specified, the maximum thickness shall not be more than 6-inches. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than the specified thickness before being compacted.

Hand compacted fill borrow shall be placed in layers whose thickness before compaction does not exceed the maximum thickness specified for layers of fill compacted by manually directed power tampers, or 3-inches if not specified.

Fill Borrow shall be placed in a manner that prevents damage to the structures and allows the structures to assume the loads from the earth backfill gradually and uniformly. The height of the fill borrow adjacent to a structure shall be increased at approximately the same rate on all sides of the structure. Fill Borrow in dams, levees, and other structures designed to restrain the movement of water shall be placed to meet the following additional requirements:

1. The distribution of materials throughout each zone shall be essentially uniform, and the Fill Borrow shall be free from lenses, pockets, streaks, or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material.
2. If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed.
3. The top surface of embankments shall be maintained approximately level during construction. In addition, a crown or cross-slope of approximately 2 percent shall be maintained to ensure effective drainage, or as otherwise specified.
4. All embankments shall be constructed in continuous layers from abutment to abutment except where openings to facilitate construction or to allow the passage of streamflow during construction are specified in the Items of Construction Detail or drawings.
5. Embankments built at different levels as described under (c) or (d) above shall be constructed so that the slope of the bonding surfaces between embankment in place and embankment to be placed is not steeper than 3 feet horizontal to 1 foot vertical. The bonding surface of the embankment in place shall be stripped of all material not meeting the requirements of this specification and shall be scarified, moistened, and re-compacted when the new fill borrow is placed against it. This ensures a good bond with the new fill borrow and obtains the specified moisture content and density at the contact of the in-place and new fill borrow.

All areas with the project site are prone to flooding; the stockpile location and erosion control shall take this into consideration.

METHOD OF MEASUREMENT

Fill shall be measured by the cubic yard based on "Plan Quantity" without measurement thereof. No expansion or shrinking factors have been or will be applied to this quantity. The Contractor shall be responsible for providing suitable fill borrow regardless of condition of existing material made available through excavation cut. The City Engineer shall determine and approve the final material for re-use as Fill Borrow.

BASIS OF PAYMENT

Fill Borrow shall be paid at the contract price for work as defined above, which shall be considered full compensation for work, materials, labor and incidentals necessary to complete the work.

BID ITEM 20217.2 – CLEAR STONE FOR NORTHEAST REGIONAL POND

DESCRIPTION

Work under this item shall include all costs associated with labor, materials, equipment and incidentals to provide and install clear stone as shown in the plan set and described in these Special Provisions and in accordance with the City of Madison Standard Specifications for Public Works Construction. The Contractor shall not stage equipment or materials outside of the project limits. Staging of materials within the street shall not be allowed unless authorized by the Engineer.

Work under this bid item includes 80 tons clear stone as required for BID ITEM – 21011 CONSTRUCTION ENTRANCE.

BID ITEM 20219 – BREAKER RUN

It is assumed 25% of B-1, 60% of B-3, and 75% of B-4 on the Northeast Park (Tancho Drive to Underpass 151) will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas, paid under the appropriate bid item.

BID ITEM 20221.1 – TOPSOIL FOR TANCHO BIKE PATH

DESCRIPTION

Work under this item shall include all labor, material, double handling, equipment, and incidentals required to segregate, temporarily stockpile topsoil, haul additional topsoil to site, as needed, and to place and distribute six (6) inches to topsoil to meet proposed grades. All work is to be completed in accordance with the standard specs, and any salvaged topsoil material shall meet the material requirements of the standard specifications. The quantity of topsoil necessary within the slope intercepts indicated on the plans is approximately 1900 S.Y.

METHOD OF MEASUREMENT

This item will be measured by Plan Quantity in Square Yards, acceptably completed. This item will be paid at the quantity noted in the proposal and will not be field measured, unless significant design changes affecting this item are made.

BID ITEM 20221.2 – TOPSOIL FOR NORTHEAST REGIONAL POND

DESCRIPTION

Work under this bid item shall include all labor, material, double handling, equipment, and incidentals required to segregate, temporarily stockpile topsoil, to place and distribute four (4) inches to topsoil to meet proposed grades.

The excavation, fill, and topsoil quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and subsurfaces within different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factors have been applied to fill quantities to estimate net volume. The excavation quantities have been calculated to meet the proposed final grades.

Three-dimensional CAD files containing the digital terrace models used for the earthwork calculations are available. The excavation, fill, and topsoil quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and subsurfaces within different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factors have been applied to fill quantities to estimate net volume.

Adjustments were made assuming excavation of existing topsoil occurred above at a depth of 4 inches, above the existing water line as shown on plans. Calculations assumed placement of 4 inches of topsoil. The Contractor shall be responsible for any discrepancies in the field based on these assumptions and calculations.

It is estimated that 174 CY of topsoil shall be made available through excavation cut and 151 cy shall be required for topsoil place within grading limits (1336 SY).

For areas that were disturbed outside of grading limits due to construction traffic and temporary stockpiling, additional excavation to place topsoil shall not be required but shall be raked and the seed bed shall be prepared and disced if necessary to receive seed, which shall be incidental to payment under BID ITEM 20707- INFILTRATION SIDE SLOPES SEEDING.

The City Engineer shall inspect and approve the finish grade prior to seeding and matting.

All areas with the project site are prone to flooding; the stockpile location and erosion control shall take this into consideration.

Topsoil shall be shredded, pulverized and/or finely raked to remove all clods. Prior to seeding and/or placing erosion control matting the Contractor shall contact the Construction Engineer to inspect and approve the topsoil.

METHOD OF MEASUREMENT

Topsoil for the Northeast Regional Pond shall be measured by the square yard based on "Plan Quantity" without measurement thereof. No expansion or shrinking factors have been or will be applied to this quantity.

BASIS OF PAYMENT

Topsoil shall be paid at the contract price for work as defined above, which shall be considered full compensation for work, materials, labor and incidentals necessary to complete the work.

BID ITEM 20404 – CLEARING

BID ITEM 20406 – GRUBBING

These bid items for Clearing and Grubbing shall be measured and paid per the Inch Diameter as indicated in the Standard Specifications. These bid items are to be used for Clearing and Grubbing individual trees that are not part of a dense tree or shrub area as shown on the plans on the south side of Tanco Bike Path. All work shall be completed per Article 204 the Standard Specifications.

BID ITEM 20450 – HEAVY RIPRAP-GLACIAL FIELD STONE

DESCRIPTION

Work under this item shall include all labor, materials, equipment and incidentals to provide and install glacial field stone as shown in the plan set and described in these Special Provisions and in accordance with the City of Madison Standard Specifications for Public Works Construction. 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 Construction Engineer. The Construction Engineer may choose to evaluate the material at the source prior to acceptance. Heavy Riprap shall be placed to a depth of 24 inches, unless otherwise stated. The material shall be underlain with Type HR filter fabric – which shall be paid separately under BID ITEM 20256.2 - RIPRAP FILTER FABRIC, TYPE HR FOR NORTHEAST REGIONAL POND.

Loosening, loading, hauling and disposal of existing heavy riprap that shall not be reused shall be incidental to bid item 20101.2 – EXCAVATION CUT FOR NORTHEAST REGIONAL POND.

Min. Diameter	Median Diameter	Max. Diameter
6.5"	15"	24"

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

METHOD OF MEASUREMENT

Heavy Riprap – Glacial Field Stone shall be measured per cubic yard of material provided, transported, and placed onsite. Total measurement to be based on "Plan Quantity" without field measurement thereof, quantity noted in the proposal page will be paid quantity unless significant design changes are made impacting this item.

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 20701 – TERRACE SEEDING

DESCRIPTION

This item shall be completed and paid in accordance with the Standard Specifications, except as follows. The quantity within the slope intercepts along the path work as shown on the plans is approximately 1900 S.Y.

METHOD OF MEASUREMENT

This item will be measured by Plan Quantity in Square Yards, acceptably completed. This item will be paid at the quantity noted in the proposal and will not be field measured, unless significant design changes affecting this item are made.

BID ITEM 21011 - CONSTRUCTION ENTRANCE

Work under this bid item shall include all labor, equipment, and incidentals necessary to provide, install, maintain, and remove a Construction Entrance, as shown. The construction entrances shall be constructed in accordance with the City of Madison Standard Specifications for Public Works Construction.

The Contractor shall maintain all construction entrances as part of this bid item. This shall include replacement in the event of failure or at the discretion of the Construction Engineer based on sedimentation of entrance.

METHOD OF MEASUREMENT

Construction Entrance shall be measured per Each unit constructed, maintained, and removed in the field. Clear Stone used to construct the Construction Entrances shall be paid separately under BID ITEM – 20217.2 CLEAR STONE FOR NORTHEAST REGIONAL POND.

BID ITEM 21017 SILT SOCK (8 INCH) COMPLETE

This item is to be used as part of the erosion control measures associated with the Northeast Pond repairs.

BID ITEM 21018 SILT SOCK (8 INCH) – PROVIDE, INSTALL, & MAINTAIN

BID ITEM 21019 SILT SOCK (8 INCH) – REMOVE & RESTORE

These items are intended to be used along the new paths at the locations indicated in the plans or as directed by the Construction Engineer to provide erosion control along the path portions of this contract. Silt Sock is to be installed throughout the construction operations in fall 2025 and is to be left in place and maintained throughout the winter, and then removed and restored as part of the final restoration work in the spring of 2026.

BID ITEM 21063.1 – EROSION MATTING, CLASS I, TYPE A – ORGANIC FOR TANCHO PATH

DESCRIPTION

This item shall be completed and paid in accordance with the Standard Specifications, except as follows. The quantity within the slope intercepts along the path work as shown on the plans is approximately 1900 S.Y.

METHOD OF MEASUREMENT

This item will be measured by Plan Quantity in Square Yards, acceptably completed. This item will be paid at the quantity noted in the proposal and will not be field measured, unless significant design changes affecting this item are made.

BID ITEM 21063.2 – EROSION CONTROL MATTING, CLASS I, URBAN TYPE A ORGANIC FOR NORTHEAST REGIONAL POND

DESCRIPTION

Work under this bid item shall include all work, materials, equipment and incidentals necessary to install Erosion Matting, Class I, Urban Type A Organic, as shown on the plans per the manufacturer's specifications.

The Contractor shall install the topsoil and seed per the plans. The Erosion matting Class I, Urban Type A Organic shall only be installed after fine grading has been verified by the Construction Inspector.

It is estimated that 1336 SY of Class I, Urban Type A Organic erosion control matting shall be required within the defined grading limits. This amount shall be paid based on plan quantity. Erosion control matting for repair of areas disturbed between the regional pond shoreline and the temporary construction fence adjacent to USH 151 shall be paid and measured in the field.

METHOD OF MEASUREMENT

Erosion Matting, Class I, Urban Type A Organic shall be measured per Square Yard of matting acceptably installed, not including runout in anchor trenches or overlap. The Contractor shall be paid 1,238 SY based on Plan Quantity for Erosion Matting required within grading limits.

The Contractor shall be required to repair all areas damaged outside of grading limits during construction. For areas outside of grading limits, disturbed as part of construction access, the Contractor shall be paid for and measured in the field up to 3,000 SY. Any amount over 3,000 SY shall be repaired at the Contractor's expense and shall be considered incidental to this contract.

BASIS OF PAYMENT

Erosion Matting, Class I, Urban Type A Organic shall be measured as described above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials and incidentals necessary to provide, store, and place in accordance with Article 210 of the Standard Specifications and supplier's recommendations.

BID ITEM 21093 – TURBIDITY BARRIER

DESCRIPTION

Work under this bid item shall include all work, materials, equipment and incidentals necessary to install turbidity barrier when working in sections along the shoreline that are within the waterway. It is anticipated that the Contractor shall install turbidity barrier at the upstream side of the outfall upstream of the overflow weir.

METHOD OF MEASUREMENT

Turbidity Barrier shall be measured per linear foot of matting acceptably installed, not including runout in anchor trenches or overlap.

BASIS OF PAYMENT

Turbidity Barrier shall be measured as described above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials and incidentals necessary to provide, store, and place in accordance the Standard Specifications and supplier's recommendations.

BID ITEM 21302.1 – CONSTRUCTION FENCE (PLASTIC) FOR TANCHO BIKE PATH

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence to provide a barrier between the playground within Northeast Park and active construction activities.

BID ITEM 21302.2 - CONSTRUCTION FENCE (PLASTIC) FOR NORTHEAST REGIONAL POND

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence for tree protection and at the direction of the Construction Engineer or Project Engineer.

Fencing shall be used to:

- 1.) Protect delineated wetlands
- 2.) Provide a barrier between USH 151 and the project site, after the WisDOT removes the existing fence chain link fabric.

The Contractor shall install temporary construction where chain link fencing was removed (the construction fencing shall NOT be installed onto existing chain link fence posts. The Contractor shall be responsible for maintaining the temporary construction fencing until the letter of substantial completion is issued.

Prior to construction, the Contractor shall contact Tammy Buss WDOT at 608-438-1744 and Tim Pelton at Dane County: 608-516-814 to coordinate the time between when the WDOT/County shall remove the chain link fencing and when the Contractor (under this contract) shall install temporary construction fencing under this bid item to minimize the amount of time there is no fence between the regional pond and USH 151.

This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work.

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

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

Upon project completion WisDOT will remove and dispose of the temporary construction fencing and posts. The Contractor shall anticipate that this construction fencing and posts installed under this contract will not be returned to the Contractor.

METHOD OF MEASUREMENT

Temporary Construction Fencing shall be measured by the Linear Foot of fence installed, relocated as necessary during construction, maintained, and removed. The Contractor shall remove sections of construction fencing that are used for temporary protection for contractor staging, wetland protection, etc.

BASIS OF PAYMENT

Temporary Construction Fencing 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, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 40301 – FULL WIDTH GRINDING

The contract quantity shall be used on Tancho Drive.

Article 500

SEWER AND SEWER STRUCTURES GENERAL

The storm sewer designer for the is Todd Chojnowski may be contacted at (608) 266-4094 or TChojnowski@cityofmadison.com.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 53 feet of new 12" pipe.

15 INCH RCP AE installation shall include cut off wall incidental to bid item #50462. 15 IICH RCP AE riprap and filter fabric shall be installed per Standard Detail Drawing 5.4.4. and paid as separated bid items 20244 MEDIUM RIPRAP – LIMESTONE and 20256.1 RIPRAP FILTER, TYPE HR . Bid item 20498 JOINT TIES shall also be paid as separate bid item and installed per standard detail drawing 5.4.6.

BID ITEM 90001: INSTALL CITY FURNISHED STREET LIGHT POLE, 20-FT BLACK

BID ITEM 90002: INSTALL CITY FURNISHED STREET LIGHT FIXTURE

BID ITEM 90003: INSTALL CITY FURNISHED STREET LIGHT CABINET

These bid items required the contractor to pick up City of Madison furnished items from the City of Madison Electrical shop located at 1120 Sayle Street, transportation items to the project site, and installing items in the field per plan and manufacturer's instructions. All wiring of street light fixtures to street lighting circuits, as well as electrical cabinet wiring is included in the bid items. Contractor shall deliver a functioning street light service upon completion.

The Contractor shall notify Ed Smith (608 266-9034) 48 hours in advance of scheduling a pickup time.

The installation of items and operations of street lighting circuits shall be subject to inspection by City of Madison staff. Any item installations not inspected are subject to rejection.

Bid items to be paid out by the EACH after inspected and found installed in acceptable fashion.

BID ITEM	DESCRIPTION	UNIT
90001	INSTALL CITY FURNISHED STREET LIGHT POLE, 20-FT BLACK	EACH
90002	INSTALL CITY FURNISHED STREET LIGHT FIXTURE	EACH
90003	INSTALL CITY FURNISHED STREET LIGHT CABINET	EACH

BID ITEM 90004 - STORMWATER CONTROL

DESCRIPTION

Work under this item shall include all labor, materials, equipment, and incidentals required to control dry and wet weather flow within the channel, overflow weir, shoreline and to the pipes under USH 151 for the duration of the project, including any storm sewer rerouting necessary for the storm sewer installation and pond construction.

The existing pond receives a large amount of water during rain events. Repair of the weir and shoreline will require stormwater control. The flow of the designed weir estimated to be approximately 800 cfs during a 100 – year storm event. Flow over the current weir is currently restricted due to clogging and weir height. Additionally, during significant storm events, the downstream pipes under USH 151 restrict flow causing backwater conditions and flooding. This The Contractor shall be prepared to manage storm flow and secure construction and grading during rain events. The Contractor's approach for Stormwater Control shall be included in the Methods and Equipment Plan and shall include any additional equipment, erosion control devices, stone, piping, etc. required to manage storm events which shall be included with this bid item.

The Contractor shall submit details of water management to William Disser at william.disser@wisconsin.gov at the Wisconsin Department of Natural Resources for approval prior to starting construction. The Contract shall not dewater for dam repair until the water management plan has been approved.

The Contractor shall be prepared to discuss their storm control plan in detail at the pre-construction meeting. 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.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90005 - SITE DEWATERING/GROUNDWATER CONTROL

DESCRIPTION

Work under this item shall include all labor, materials, equipment, 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, and allows the project to be constructed in accordance with these plans and specifications and the City of Madison Standard Specifications for Public Works Construction.

The Contractor shall be responsible for designing a construction dewatering plan to fit their construction methods. The Contractor shall submit a dewatering plan for approval to Sarah Lerner at slerner@cityofmadison.com prior to beginning dewatering activities. The plan shall include proposed sediment control measures to be used during dewatering.

If the Contractor determines groundwater dewatering is necessary, they are solely responsible for choosing a method of groundwater control that is compatible with the constraints defined in this section and with their proposed method of construction. The Contractor shall be responsible for the adequacy of the groundwater control system and shall take all necessary measures to ensure that the groundwater control operation will not endanger or damage any existing adjacent utility or structure.

If necessary, the Contractor shall obtain permit(s), 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 WDNR 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 ensure 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 the pond construction is completed.

The Contractor shall be aware that any dewatering, including trench dewatering or pumping of accumulated storm water, shall include treatment for sediment removal prior to discharge off-site. At a minimum, this treatment shall include filtering the water via a sediment bag prior to discharge. The geotextile bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Construction Engineer, this treatment process is not providing sufficient sediment removal, the Contractor shall add polymer to the sediment bag. These polymers shall comply with the WisDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WisDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Site Dewatering/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 90006 – OVERFLOW WEIR REPAIR

DESCRIPTION

Work under this item shall include all labor, materials, equipment, and incidentals required to construct the overflow weir in accordance with these plans and specifications and the City of Madison Standard Specifications for Public Works Construction. Any excess materials shall be removed to a location provided by the Contractor and shall be considered incidental to this bid item.

All materials and work necessary to repair the overflow weir are incidental to this bid item including excavation cut, heavy riprap, riprap filter fabric, and topsoil, seeding, and erosion control necessary to tie grades into the surrounding grades as shown on plans.

METHOD OF MEASUREMENT

Overflow Weir Repair shall be measured Lump Sum.

BASIS OF PAYMENT

Overflow Weir Repair 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, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90007 – REMOVE FENCE POSTS

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to perform work under this bid item, including any double handling, excavation, and other materials and work necessary to remove, salvage, and set aside the existing fence posts owned by the Wisconsin Department of Transportation for re-use.

WisDOT will remove the existing chain link fabric prior to construction but will leave the existing fence posts. Work under this bid item shall be for the Contractor to remove any fence posts necessary to complete the project.

The Contractor shall photograph each fence post before and after removal to verify condition and stockpile them onsite for the County to pick up and protect for the construction season. The Contractor shall be responsible for removing existing fence posts for re-use. Any fence posts that are damaged with removal shall be replaced by the Contractor.

The Contractor shall assume that any corner posts have existing concrete footings. These posts shall be discarded and replaced by the Contractor.

The Contractor shall contact Tammy Buss WDOT at 608-438-1744 and Tim Pelton at Dane County: 608-516-814 to pickup the posts after they are removed to protect them until construction is complete and they are ready to be installed.

Any fence posts damaged or discarded during removal shall be replaced with material conforming to WisDOT Standard Specification 616.2.3 Chain Link Fence Materials, this can be found at the below link: <https://wisconsindot.gov/rdwy/stnds/spec/ss-06-16.pdf>

Upon project completion of the project, the WisDOT/Dane and County will reinstall the fence posts. It is anticipated that the fence posts have been installed in accordance with the State of Wisconsin Department of Transportation Fence Chain Link Standard Detail.

It is recommended that the Contractor visit the site prior to bidding. The Contractor shall not be paid any additional compensation for this bid item during construction for unanticipated field and construction conditions.

METHOD OF MEASUREMENT

Remove Fence Posts shall be measured as a Lump Sum.

BASIS OF PAYMENT

Remove Fence Posts 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 90008 – CONSTRUCTION SURVEYING FOR POND

DESCRIPTION

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

The City of Madison shall provide initial local horizontal control (coordinates) and initial vertical control (benchmarks) for use during construction. Contractor shall coordinate verification of the project layout and elevations with the City as necessary. The Contractor shall contact the City surveyor assigned to this project at least 48 hours prior to requesting elevation checks of subgrades, stair elevations and finished grades. If it is found during verification that the grading is not set to the correct limits or elevation the contractor shall continue grading until the correct elevations are met at no additional cost to the City.

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

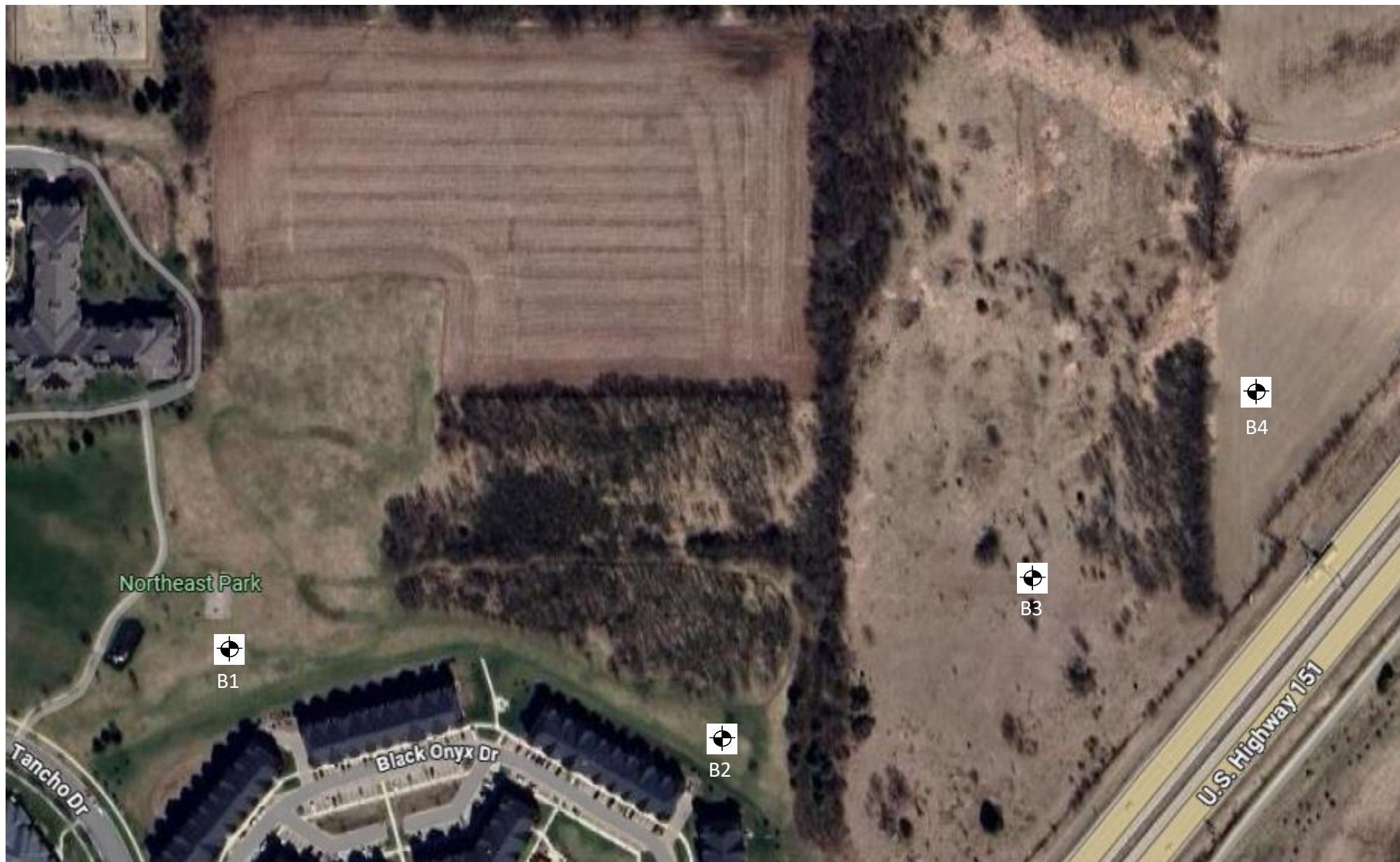
Orange construction and silt fence, as shown in the plans, shall be set prior to construction. This fence will be in place to protect the existing park, trees, ground and vegetation on the site outside of the limits of disturbance and no disturbance, storage or stockpiling shall occur in that area.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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



Legend


 Denotes Boring Location



Notes

1. Soil borings performed by ADC in January 2025
2. Boring locations are approximate

Scale: Reduced

Date: 1/2025		Soil Boring Location Map Tancho Drive Bike Path Madison, WI
Job No. C24051-23		

LOG OF TEST BORING

Project **Tancho Drive Bike Path**Location **Madison, Wisconsin**

Boring No. **1**

Surface Elevation (ft) **994±**

Job No. **C24051-23**

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_u (qa) (tsf)	w	LL	PL	LOI
							16 in. TOPSOIL					
1		13	M	23				FILL: Medium Dense to Dense Brown Sand with Silt, Gravel and Clay				
2AS		0	M	37								
					5							
3		14	M	26			Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)					
4		13	M	21								
					10							
5		12	M	27								
					15							
							End of Boring at 15 ft					
							Borehole Backfilled with Bentonite Chips					
					20							
WATER LEVEL OBSERVATIONS								GENERAL NOTES				
While Drilling ▽ NW Upon Completion of Drilling _____								Start 1/8/25 End 1/8/25				
Time After Drilling _____								Driller ADC Chief CJ Rig 7822				
Depth to Water _____ ▾								Logger BU Editor ESF DT				
Depth to Cave in _____ 10.9'								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 Tancho Drive Bike Path

Location Madison, Wisconsin

Boring No. 2

Surface Elevation (ft) 994±

Job No. C24051-23

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)	qu (qa) (tsf)	W	LL	PL	LOI
						2 in. TOPSOIL					
1		14	M	6		Very Stiff, Brown Lean CLAY (CL)	(2.25)				
2		13	M	11		Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3		12	M	22							
4		16	M	15							
5		15	M	14							
						End of Boring at 15 ft					
						Borehole Backfilled with Bentonite Chips					
WATER LEVEL OBSERVATIONS						GENERAL NOTES					
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling						Start <u>1/8/25</u> End <u>1/8/25</u>					
Time After Drilling						Driller <u>ADC</u> Chief <u>CJ</u> Rig <u>7822</u>					
Depth to Water						Logger <u>BU</u> Editor <u>ESF</u> <u>DT</u>					
Depth to Cave in <u>11.8'</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 **Tancho Drive Bike Path**Location **Madison, Wisconsin**

Boring No. **3**

Surface Elevation (ft) **973±**

Job No. **C24051-23**

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.	Field Elev (ft)	Rec (in.)	Moist	N			Depth (ft)	q _u (qa) (tsf)	W	LL	PL
						FILL: Light Brown Gravel and Sand with Cobbles (Crushed Rock)					
1		16	M	7		Medium Stiff, Dark Brown Lean CLAY (CL; Possible Fill)	(0.75)				
2		12	M	9		Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
					5						
3		16	M	19							
4		13	M	38		Dense to Very Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)					
					10						
						Firm to Hard Drilling Beginning Near 11'					
						End of Boring at 12 ft Due to Auger Refusal on Boulder or Possible Bedrock					
						Borehole Backfilled with Bentonite Chips					
					15						
					20						
WATER LEVEL OBSERVATIONS						GENERAL NOTES					
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____ 8.2'						Start 1/8/25 End 1/8/25 Driller ADC Chief CJ Rig 7822 Logger BU Editor ESF DT Drill Method 2.25" HSA; Autohammer					
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.											



LOG OF TEST BORING

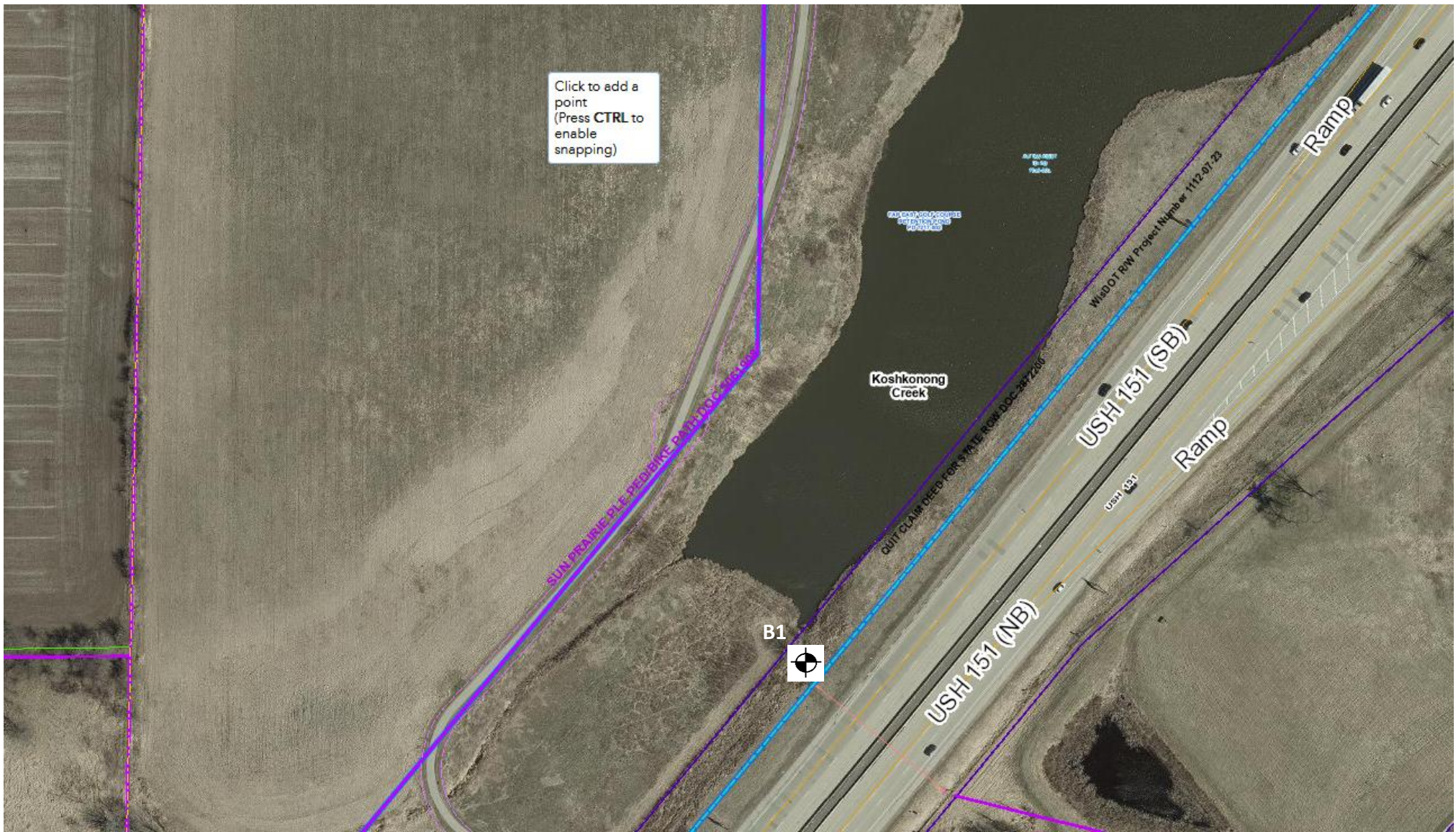
Project **Tancho Drive Bike Path**

Location **Madison, Wisconsin**

Boring No. **4**
Surface Elevation (ft) **954±**
Job No. **C24051-23**
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)	qu (qa) (tsf)	W	LL	PL
					5.5 in. TOPSOIL					
1		16	M	4	FILL: Stiff Brown Clay to 3'	(1.25)				
2		13	M	12	Medium Dense Brown Silty Sand with Gravel to 5.5'					
3		14	M	16	Medium Dense to Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4		11	W	9						
5		15	W	18						
					End of Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips					
WATER LEVEL OBSERVATIONS						GENERAL NOTES				
While Drilling <u>8.5'</u> Upon Completion of Drilling <u>15 Min.</u>						Start <u>1/8/25</u> End <u>1/8/25</u>				
Time After Drilling _____						Driller <u>ADC</u> Chief <u>CJ</u> Rig <u>7822</u>				
Depth to Water _____						Logger <u>BU</u> Editor <u>ESF</u> <u>DT</u>				
Depth to Cave in _____						Drill Method <u>2.25" HSA; Autohammer</u>				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



Legend


 Denotes Boring Location



Notes

1. Soil boring performed by ADC in June 2025
2. Boring location is approximate

Scale: Reduced

Date: 6/2025		Soil Boring Location Map 1460 South Grand Avenue Sun Prairie, WI
Job No. C25051-12		

CGC Inc.

LOG OF TEST BORING

Project 1460 S. Grand Avenue
 Location Sun Prairie

Boring No. 1
 Surface Elevation (ft) 940±
 Job No. C25051-12
 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	LOI
					3 in. TOPSOIL						
1		14	M/W	7	Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM) (Possible Fill to 6 ft)						
2		16	W	5							
3		12	W	39							
4		14	W	5							
5		18	W	17							
					Dense Near 7 ft (Large Cobble)						
					Becoming Medium Dense Near 11 ft						
					End of Boring at 12.5 ft						
					Borehole Backfilled with Bentonite Chips						

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
While Drilling	▽ 4.5'	Upon Completion of Drilling	4'	Start	7/2/25 End 7/2/25
Time After Drilling				Driller	KD Chief DB Rig D-50
Depth to Water				Logger	LD Editor ESF ATV
Depth to Cave in			6'	Drill Method	2.25" HSA; Autohammer

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



Department of Public Works
Engineering Division
James M. Wolfe, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
Janet Schmidt, P.E.

Principal Engineer 1
Kyle Frank, P.E.
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.
Andrew J. Zwieg, P.E.

Financial Manager
Steven B. Danner-Rivers

July 14, 2025

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8739
TANCHO DR BIKE PATH & NORTHEAST REGIONAL POND REPAIR**

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

PERMITS:

The following permit documents are provided for reference. As stipulated in the Special Provisions, the Contractor will be required to complete all work under this contract in accordance with these permits.

1. Wisconsin DNR IP for Riprap
2. Wisconsin DNR GP for Wetland Disturbance
3. US Army Corps of Engineers Permit
4. City of Madison Erosion Control Permit
5. City of Sun Prairie Erosion Control Permit
6. WDNR Storm Water Construction General Permit Notice of Intent (NOI)

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

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

<http://www.bidexpress.com>

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

Sincerely,

James M. Wolfe, P.E., City Engineer

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
3911 Fish Hatchery Road
Fitchburg WI 53711

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



Monday, June 2, 2025

James Wolfe
210 Martin Luther King Jr. Blvd., Room 115
Madison, WI 53703
[sent electronically]

Docket ID: IP-SC-2025-13-01668

Expedited delivery via email:

Subject: Plan approval for repair/reconstruction of the Far East Golfcourse Retention Dam, Field File: 13.00, Key Sequence #: 5276, across TRIB TO KOSHKONONG CREEK, in the SE 1/4 of the NE 1/4 of Section 14, Township 08N, Range 10E, Dane County, Wisconsin.

Dear Mr. Wolfe,

The Department of Natural Resources has received the plans and specifications, dated 3/28/2025, titled "Northeast Regional Pond Repair", completed under the professional seal of Gregory T. Fries, P.E.

Based on the above submittal, the plans and specifications for the Far East Golfcourse Retention Dam are approved in accordance with the conditions listed in the attached document. A copy of the document must be posted for reference at the project site. Please read the plan approval conditions carefully so that you are fully aware of what is expected of you.

The following must be submitted to this office for review and approval no later than five working days prior to the beginning of work:

- **Final water management plans, including any dewatering, and provisions for passing minimum flows**
- **Final erosion control plans (i.e. construction sequence, stabilization, implementation details, etc.),**
- **Final coffer dam plans and specifications, if proposed by the contractor**

Please note that State Statute requires you to submit a verified statement indicating that the dam was constructed in accordance with the plans and specifications approved by the Department, as well as photographs depicting the construction progress and its completion. These items will need to be submitted within 10 days after construction has finished.

Please notify me at least five days prior to beginning the project and again when the project has been completed.

If you have any questions regarding this letter or the plan approval (with conditions) please feel free to contact me at 608-622-6780 or via email at william.disser@wisconsin.gov.

Sincerely,

William T. Disser, P. E.
Water Management Engineer
Wisconsin Department of Natural Resources
Fitchburg office

Copy to: Gregory T. Fries, P.E. – City of Madison
Allen Ramminger – WDNR

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
Dam Repair/Reconstruction Plan Approval. Docket ID: IP-SC-2025-13-01668

The City of Madison submitted plans dated 3/28/2025 to repair/reconstruct the Far East Golfcourse Retention Dam, Field File: 13.00, Key Sequence #: 5276, across TRIB TO KOSHKONONG CREEK, in the SE 1/4 of the NE 1/4 of Section 14, Township 08N, Range 10E, Dane County, Wisconsin. Plan approval conditionally granted, and Order issued.

FINDINGS OF FACT

THE DEPARTMENT OF NATURAL RESOURCES FINDS THAT:

1. The City of Madison has filed an application for a plan approval to repair/reconstruct the Far East Golfcourse Retention Dam.
2. The City of Madison submitted plans and specifications dated 3/28/2025, which were completed by and under the professional seal of Gregory T. Fries, P.E.
3. The applicant has obtained coverage for the placement of riprap as part of a shoreline protection permit issued under IP-SC-2025-13-00977.
4. This document serves as engineering plan approval for riprap armoring of the dam's upstream embankment, and reconstruction of the pond outlet to allow outflow at an elevation of 937.0 NAVD 88 as originally designed. Plans also include supplemental water management, including potential for temporary impoundment drawdown, subject to additional approval if proposed by a contractor.
5. The Far East Golfcourse Retention Dam is size category small with an estimated low hazard rating. The proposed repairs will not adversely affect the current spillway capacity.
6. The Department has completed an investigation of the project site and has evaluated the project as described in the application, plans, and specifications.

CONCLUSIONS OF LAW

1. The application review has been conducted in accordance with chapter 31, Wis. Stats., and chapter NR 333, Wis. Admin. Code.
2. The Department has complied with the requirements of section 1.11, Wis. Stats., section NR 1.95 and section NR 299.
3. Plan approvals for dams are minor actions under s. NR 150.20, Wis. Admin. Code, and do not require environmental analysis.

PLAN APPROVAL FOR REPAIR/RECONSTRUCTION

THE DEPARTMENT HEREBY THEREFORE DOES ISSUE AND GRANTS:

To the City of Madison, a plan approval under section 31.12, Wis. Stats., to repair/reconstruct the Far East Golfcourse Retention Dam across TRIB TO KOSHKONONG CREEK, in the SE 1/4 of the NE 1/4 of Section 14, Township 08N, Range 10E, Dane County, Wisconsin, subject to the conditions of the Order which hereinafter follows.

ORDER

THE DEPARTMENT OF NATURAL RESOURCES, THEREFORE, ORDERS:

1. You must notify William T. Disser at 608-622-6780 or via email william.disser@wisconsin.gov at least five days before starting construction and again not more than five days after the project is complete. If a pre-construction meeting is scheduled, your notification must be received at least five days before the meeting.
2. This plan approval does not authorize any other work that is not included in the plans dated 3/28/2025, under the professional seal of Gregory T. Fries, P.E. If you wish to alter the project or approval conditions, you must first obtain written approval from the Department.
3. The approved plans are not transferrable and shall become null and void unless the repairs are completed within three years from the date the plans were approved. If the project is not completed by this date, you must submit a written request for an extension prior to the expiration date of the plan approval. Your request must identify the requested extension date and the reason for the extension. An extension may be granted, for good cause, by the Department. You may not begin or continue construction after the original expiration date unless the Department grants a new plan approval or extension in writing.
4. The specifications indicate the contractor is responsible for designing a construction dewatering plan to fit their proposed construction methods. This dewatering plan must be submitted to the Department for review and approval at least five working days prior to the start of construction.
5. This water management plan must include provisions for passing minimum flow downstream of the dam at all times, in compliance with section 31.34 Wis. Stats. The 7-day average low flow with a 10-year recurrence interval which must be passed at this location is equal to approximately 0.02 cfs, or 9 gpm.
6. If drawdown of the pond is required to perform the work, the rate of drawdown shall not exceed six inches per 24 hours.
7. If proposed by the contractor, cofferdams must be designed by a licensed professional engineer in the State of Wisconsin to be stable (with or without overtopping) up to the 10-year flood event. Cofferdam plans must be submitted to the Department for review at least 5 working days prior to implementation.
8. The final erosion control plans and construction sequence must be submitted to the Department for review and approval no later than five working days prior to beginning work.
9. Storage of construction materials shall be outside of any wetland, mapped floodplain, or above the ordinary high-water mark of the stream.
10. You are responsible for obtaining any necessary Local, State, or Federal permits or approvals prior to beginning the project.
11. Upon 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 plan approval compliance.
12. The Department may modify or revoke this plan approval if the project is not completed according to the terms of the plan approval, or if the Department determines the activity is detrimental to the public interest.
13. You must post a copy of this plan approval at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the approval, plans and specifications available at the project site at all times until the project is complete.
14. Your acceptance of this plan approval and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this approval.
15. You must submit a series of photographs to the Department, within 10 business days of completion of work on the site. The photographs must be taken from different vantage points and shall depict all work authorized by this plan approval.

16. **Section 31.12(4), Wis. Stats., requires a verified statement to be filed with the Department within 10 days after completion of the repairs to the dam, stating that it was constructed in accordance with the plans and specifications approved by the Department.**
17. On-site inspection by a professional engineer registered in Wisconsin shall be performed periodically and during the critical stages of construction. Critical stages are considered anytime that the work performed will be covered and cannot be inspected at a later time, or any time project specifications indicate that input and concurrence of the project engineer is required.
18. An electronic copy of signed and sealed record drawings and specifications shall be submitted to the Department within 30 business days after the completion of work on the site.
19. The Department shall retain jurisdiction during construction for the purpose of monitoring water quality and shall cause the applicant to install such devices or make such modifications to the dam and flowage as may be reasonably necessary to protect water quality in TRIB TO KOSHKONONG CREEK and prevent violation of the water quality standards enumerated in chapter NR 102, Wis. Admin. Code. If water quality standards are violated during construction and no feasible method is available to prevent such violation from continuing, the Department shall initiate proceedings for the revocation of the plan approval herein issued.
20. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Department construction site erosion and sediment control technical standards available via the internet at <http://dnr.wi.gov/topic/stormwater/>. BMPs shall be properly installed, inspected, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization.
21. Construction sites disturbing one or more acres of land require coverage under a Department construction site storm water discharge permit prior to commencing any land disturbing construction activity. Construction sites disturbing less than one acre but more than 10,000 square feet on the bank of a navigable waterway may require coverage under a Department chapter 30, Wis. Stats. grading permit. Both of these permits require site specific erosion and sediment control plans prepared by the sponsor.
22. Appropriate erosion and sediment control measures must be in-place prior to clearing the site and effective during every phase of the project. Erosion and sediment control measures must be in place at the end of each working day. Erosion and sediment control measures must be inspected within 24 hours after every rainfall exceeding one-half inch and at least once per week. Necessary repairs or replacement of erosion and sediment control measures must be made within 24 hours after inspection.
23. You must maintain a written report of the erosion control inspections, including a description of maintenance performed. The reports must be made available to Department personnel upon request and remain on the project site while work is being performed.
24. Stabilization of disturbed soils in the non-growing season (e.g., between October 1st and April 15th) requires the use of temporary measures including erosion matting, or land applied erosion control additives.
25. When a uniform perennial vegetative cover has been established with a density of at least 70 percent, or prior to at the direction of the Department, all temporary erosion and sediment control measures must be removed and disposed of properly. Any remaining temporary erosion and sediment control devices after this point constitute litter and may be enforced as determined necessary by the Department.
26. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to sections 31.23 and 31.99, Wis. Stats., for any violation of chapter 31, Wis. Stats. or this permit.
27. 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 should 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 should not be used on other non-infested waters.

- **Inspect and remove** aquatic plants, animals, and mud from your equipment.
- **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.
- **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one water body to another.
- **Wash your equipment** with hot (>104F) and/or high-pressure water OR allow your equipment to **dry thoroughly for 5 days**.

NOTICE OF APPEAL OF RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time period within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition to 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 section 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 section NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with section NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing does not extend the 30-day period for filing a petition for judicial review.

This Decision was emailed on June 2, 2025.

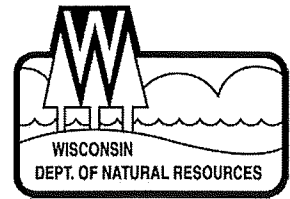
STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

A handwritten signature in black ink, reading "William T. Disser". The signature is written in a cursive style with a large, sweeping initial "W".

William T. Disser, P. E.
Water Management Engineer
Wisconsin Department of Natural Resources
Fitchburg office

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
3911 Fish Hatchery Rd.
Fitchburg, WI, 53711

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



May 2, 2025

GP-SC-2025-13-01005

James Wolfe
210 Martin Luther King Jr. Blvd., Room 115
Madison, WI 53703

RE: Coverage under the wetland statewide general permit (WDNR-GP11-2021) for Wetland Disturbance - Municipal Development, located in the City of Sun Prairie, Dane County.

Dear James Wolfe:

Thank you for submitting an application for a General Permit for Wetland Disturbance - Municipal Development located in the NW 1/4 of SE 1/4, Section 14, Township 08, Range 10E, City of Sun Prairie, Dane County. Based on the application information submitted, your project meets the eligibility criteria for this activity, so you may proceed with your project.

FINDINGS OF FACT

1. Contained on quarter-quarter section
2. The Department has completed an evaluation of the project site and plans and has determined that the project site and project plans as described in the submitted application meet the standards to qualify for this General Permit.
3. The proposed project, if constructed in accordance with this permit, will not adversely affect water quality, will not increase water pollution in surface waters, and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
4. The wetland discharge resulting from the proposed activity will comply with water quality requirements as authorized by this document.
5. No practicable alternative exists which would avoid adverse impacts to wetlands, and the project will result in the least environmentally damaging practicable alternative taking into consideration practicable alternatives that avoid wetland impacts.
6. All practicable measures to minimize adverse impacts to the functional values of the wetland have been taken.
7. The proposed project will not result in significant adverse impacts to wetland functional values, significant impacts to water quality, or other significant adverse environmental consequences.

STANDARDS AND CONDITIONS

You are responsible for meeting all general permit eligibility standards and permit conditions. Please re-read the permit eligibility standards and conditions attached to this letter in the final statewide general permit document. This includes notifying the Department before starting the project and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first.

You are also responsible for obtaining any other local, state, tribal, or federal permits that are required before starting your project. Note that **U.S. Army Corps of Engineers and local zoning authorization for work in floodplains or shorelands may also be required for your project.**

EXPIRATION

This activity is authorized under WDNR-GP11-2021 for a period of 5 years from the date of this letter or until the activity is completed, whichever occurs first.

INSPECTIONS AND PROJECT MODIFICATIONS


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 and the requirements and conditions of this general permit.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. To seek a contested case hearing under section 227.42, Wis. Stats., you have 30 days after the date of the decision to serve a petition for hearing on the Department. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

If you have questions about this letter or need to modify your project, please contact me, your local Water Management Specialist, Allen Ramminger, at (608) 228-4067 or at Allen.Ramminger@wisconsin.gov to discuss your proposed modifications and determine next steps.

Sincerely,



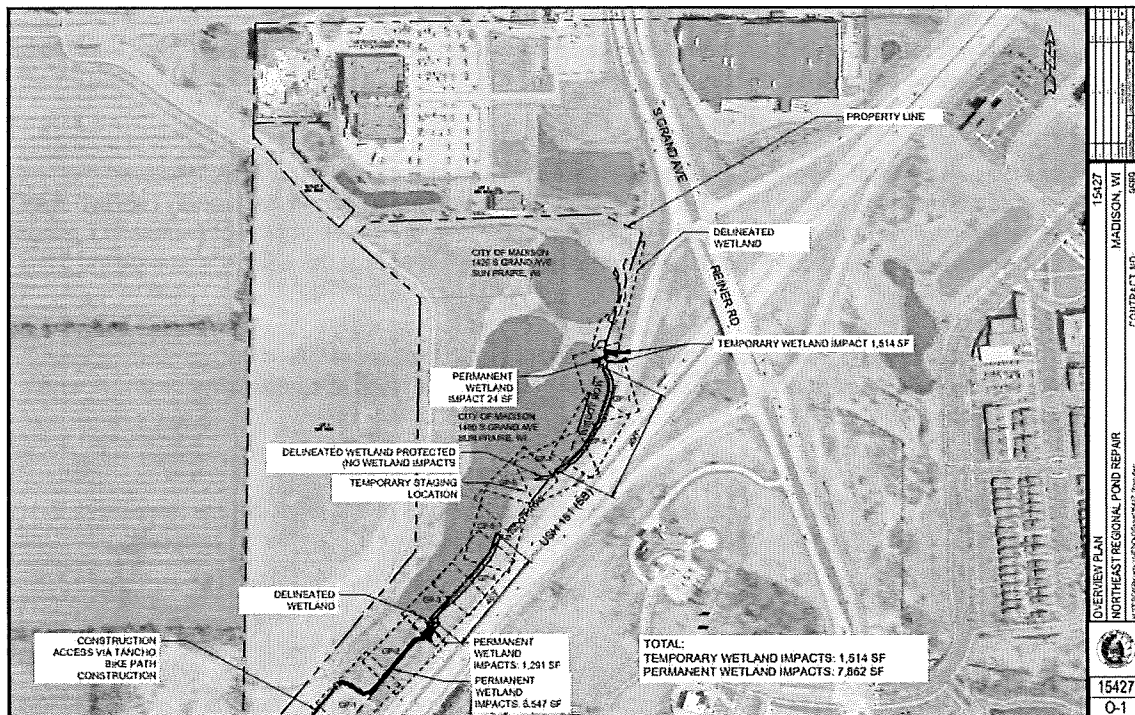
Allen Ramminger
Water Management Specialist

Email CC:

Local Zoning Administrator

Clerk

WDNR Conservation Warden





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
332 MINNESOTA STREET, SUITE E1500
ST. PAUL, MN 55101-1323

May 6, 2025

Regulatory File MVP-2025-00381-KDZ

City of Madison Engineering Division
c/o Sarah Lerner
210 Martin Luther King Jr. Blvd., Room 115
Madison, Wisconsin 53703

Dear Ms. Lerner:

We are responding to your request for authorization to perform shoreline stabilization and maintenance work on the Northeast Regional Pond. The proposed work is located in the SE ¼ of Section 14, Township 08 North, Range 10 East, Dane County, Wisconsin.

The regulated activities associated with the project described above includes the discharge of dredged and fill material into wetlands for the installation of shoreline stabilization and weir modifications. The work appears to be authorized by a Nationwide Permit (NWP) and/or a Regional General Permit (RGP), specifically, NWP 43, Stormwater Management Facilities. No application or notification to the St. Paul District Corps of Engineers is required for your project, provided you comply with the terms and conditions of the permit.

This letter does not verify permit eligibility, but indicates that your project may meet the requirements of this permit. It is your responsibility to ensure that the work is performed in accordance with the terms and conditions of this permit before starting work. **It is also incumbent upon you to verify that your activity has received any necessary Water Quality Certification or waiver prior starting work in waters of the U.S.** If a Water Quality Certification has not been issued for your activity, you are responsible for contacting the certifying agency. A full list of applicable terms, conditions, issued Water Quality Certifications, and certifying agencies may be found by visiting our website at <http://www.mvp.usace.army.mil/Missions/Regulatory/>.

A change in location or project plans may require re-evaluation of your project. Proposed changes should be coordinated with this office prior to construction. Failure to comply with all terms and conditions of this permit invalidates this authorization and could result in a violation of Section 301 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

If you have any questions, please contact me in our Stevens Point office at (651) 290-5877 or by email at kyle.d.zibung@usace.army.mil.

Sincerely,

Kyle Zibung

Kyle Zibung
Lead Project Manager

CC:
Al Ramming, WDNR (GP-SC-2025-13-01005)



City of Madison Engineering Division

EROSION CONTROL PERMIT

Permit Number: ENG100-2025-02541

City Engineering: (608) 266-4751

Location of Work: 5501 Tancho FRG

Parcel:

Permittee: Todd Chojnowski


Telephone: (608) 266-4094

Email:

tchojnowski@cityofmadison.com

Owner: City of Madison Parks

Telephone: (608) 266-4711

FEE SCHEDULE		APPROVALS		
Full Plan Base Fee	200.00	Plan Review:	TAC	
Total Disturbed Area Fee	250.71	Issuance:	TAC	Call 811 or (800) 242-8511 (262) 432-7910 (877) 500-9592 (emergency only)
Total Fee Amount	450.71			
<hr/>				
Total Invoiced Amount	450.71			
Paid	450.71			
Balance Due	0.00			

PROPOSED WORK: Tancho Bike Path

Project Description: 5501 Tancho Dr
Northeast Park

Permit Type: Full Plan

Construction Start Date: 9/1/2025

Permit Expiration Date: 7/1/2026

Seed Sod Restore Date: 5/1/2026

USLE Rate: 2.4

Total Disturbed Area: 50,142

☒ **EC Checklist Attached**

☐ **EC Plan Attached**

☐ **Pumping Plan Attached**

FOR CITY OF MADISON USE ONLY: **APPROVED**

Todd Chojnowski

06/10/2025

- Erosion Control Permit Reviewer

Date

Full Plan

See page two of this permit for Permit Conditions and Requirements.



City of Madison Engineering Division

EROSION CONTROL PERMIT

Permit Number: ENG100-2025-02541

City Engineering: (608) 266-4751

Location of Work: 5501 Tancho FRG

Parcel:

Permittee: Todd Chojnowski

Telephone: (608) 266-4094

Email:

Owner: City of Madison Parks

Telephone: (608) 266-4711

tchojnowski@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>

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

 SUN PRAIRIE	City of Sun Prairie Erosion Control & Stormwater Management Permit	Permit Number ECSW-25-10 Date Issued: June 10, 2025
<p>Todd Chojnowski 608-262-4094 210 Marfain Luther King Jr Blvd., Madison, WI 53703</p>	<p>Project Name: Tanco Bike Path</p> <p>Location Description: Parcel#081014188269, 1460 S Grand Avenue</p> <p>Permit Type: Erosion Control Only</p> <p>Total Disturbed Area: 9,000 SF</p> <p>Total New Impervious Area: 4,765 SF</p> <p>Permit Expiration Date: May 1, 2026</p> <p>City Contact Information:</p> <p>City of Sun Prairie Engineering Department 300 E Main St, Sun Prairie, WI 53590 (608) 825-0867 mcampos@cityofsunprairie.com</p> <p>If the permitted site has not been properly stabilized by the "Expiration Date", the work shall not be completed unless authorized through an approved written time extension or subsequent permit. The City of Sun Prairie may pursue enforcement action if an extension is not granted prior to the expiration of the permit.</p>	
<p>POST IN A CONSPICUOUS PLACE</p>	<p>Issued by the City of Sun Prairie, County of Dane, State of Wisconsin on June 10, 2025.</p> <p><i>Michael Campos</i></p> <p>Michael Campos, P.E., Staff Engineer</p>	<p>Fee Paid: \$292.65</p>

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
South Central Region Headquarters
3911 Fish Hatchery Rd
Fitchburg, WI 53711-5397

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-275-3266
Toll Free 1-888-936-7463
TTY Access via relay - 711



July 7, 2025

CJ Ryan
City of Madison Parks Site
330 E. Lakesie St.
Madison WI 53715
Via email: cryan@cityofmadison.com

Re: Coverage Under WPDES General Permit No. WI-S067831-06: **Construction Site Storm Water Runoff**

Permittee Name: **City of Madison Parks Site**
Site Name: **Tancho Bike Path and Northeast Regional Pond Repair**
WDNR FIN: **99934**

Dear CJ Ryan:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on June 17, 2025, for the **Tancho Bike Path and Northeast Regional Pond Repair** 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 **July 07, 2025**. 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. Construction dewatering discharges from an area subject to remedial action operations or from an area containing contamination that would be subject to remedial action operations are not eligible for coverage under this permit (section 1.1.2.3). Discharges may be eligible for coverage under the Contaminated Groundwater from Remedial Action Operations General Permit (WI-0046566-07-0).

3. 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.

4. 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.

5. 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.

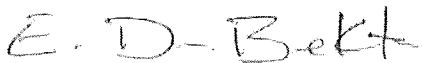
It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under 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.

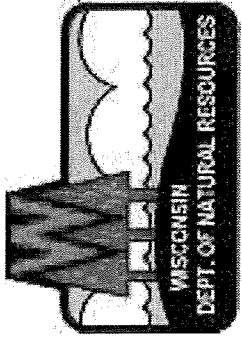
Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact me at (608) 333-6579.

Sincerely,



E. Dan Bekta, P.E.
South Central Region
Storm Water Program

ENCLOSURE: Certificate of Permit Coverage



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): 99934

Site Name: Tanco Bike Path and Northeast Regional Pond Repair

Address/Location: 5501 Tanco Drive City of MADISON

Additional Information:

Landowner: City of Madison Parks Site

Landowner's Contact Person: CJ Ryan

Contact Telephone Number: (608) 266-4714

Permit Start Date: July 07, 2025

By: _____

E. D. Belk

SECTION E: BIDDERS ACKNOWLEDGEMENT

TANCHO DR BIKE PATH & NORTHEAST REGIONAL POND REPAIR CONTRACT NO. 8739

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 - 2025 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through _____ 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 Integrity Grading & Excavating, 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

President

TITLE, IF ANY

Sworn and subscribed to before me this

24 day of July, 2025.

Ashley Bohman

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 8/3/25

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



Section F: Best Value Contracting (BVC) Fillable Online Form

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

**TANCHO DR BIKE PATH & NORTHEAST REGIONAL POND REPAIR
CONTRACT NO. 8739**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Integrity Grading & Excavating, Inc.

Address: 605 Grossman Dr., Schofield, WI 54476

Telephone Number: 715-359-4042 Fax Number: 715-359-4142

Contact Person/Title: Sarah Janis/Executive Assistant to the President

Prime Bidder Certification

I, Daniel Weinkauff, President of
Name Title

Integrity Grading & Excavating, Inc. certify that the information
Company

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

Sarah Janis
Witness' Signature

7/24/2025
Date

Daniel Weinkauff
Bidder's Signature

TANCHO DR BIKE PATH & NORTHEAST REGIONAL POND REPAIR

CONTRACT NO. 8739

DATE: 7/24/25

INTEGRITY GRADING & EXCAVATING, INC.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.1 - TRAFFIC CONTROL FOR TANCHO BIKE PATH - LUMP SUM	1.00	\$1,650.00	\$1,650.00
10701.2 - TRAFFIC CONTROL FOR NORTHEAST REGIONAL POND - LUMP SUM	1.00	\$1,500.00	\$1,500.00
10730 - PROJECT INFORMATION SIGN - EACH	2.00	\$300.00	\$600.00
10911.1 - MOBILIZATION FOR TANCHO BIKE PATH - LUMP SUM	1.00	\$73,000.00	\$73,000.00
10911.2 - MOBILIZATION FOR NORTHEAST REGIONAL POND - LUMP SUM	1.00	\$5,000.00	\$5,000.00
10912 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$5,000.00	\$5,000.00
20101.1 - EXCAVATION CUT FOR TANCHO BIKE PATH - C.Y.	2090.00	\$19.10	\$39,919.00
20102.2 - EXCAVATION CUT FOR NORTHEAST REGIONAL POND - C.Y.	1215.00	\$37.80	\$45,927.00
20109 - FINISH GRADING - LUMP SUM	1.00	\$500.00	\$500.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	5177.56	\$1.42	\$7,352.14
20141 - GEOTEXTILE REINFORCEMENT FABRIC (UNDISTRIBUTED) - S.Y.	1760.00	\$1.39	\$2,446.40
20202 - FILL BORROW - C.Y.	591.00	\$27.10	\$16,016.10
20204 - SELECT FILL - TON	570.00	\$30.75	\$17,527.50
20217.1 - CLEAR STONE FOR TANCHO BIKE PATH - TON	250.00	\$18.69	\$4,672.50
20217.2 - CLEARSTONE FOR NOTHEAST REGIONAL POND - TON	80.00	\$18.69	\$1,495.20
20219 - BREAKER RUN - TON	820.00	\$32.75	\$26,855.00
20221.1 - TOPSOIL FOR TANCHO BIKE PATH - S.Y.	4730.00	\$10.80	\$51,084.00
20221.2 - TOPSOIL FOR NORTHEAST REGIONAL POND - S.Y.	1336.00	\$13.63	\$18,209.68
20244 - MEDIUM RIPRAP - LIMESTONE - TON	2.00	\$419.15	\$838.30
20256.1 - RIPRAP FILTER FABRIC, TYPE HR FOR TANCHO BIKE PATH - S.F.	55.00	\$2.02	\$111.10
20256.2 - RIPRAP FILTER FABRIC, TYPE HR FOR NORTHEAST REGIONAL POND - S.Y.	178.18	\$2.50	\$445.45
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	110.00	\$1.95	\$214.50
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	110.00	\$9.50	\$1,045.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	380.00	\$1.50	\$570.00
20401 - CLEARING - I.D.	200.00	\$20.00	\$4,000.00
20406 - GRUBBING - I.D.	200.00	\$18.00	\$3,600.00
20450 - HEAVY RIPRAP - GLACIAL FIELD STONE - C.Y.	557.00	\$155.25	\$86,474.25
20701 - TERRACE SEEDING - S.Y.	4730.00	\$0.65	\$3,074.50
20707 - INFILTRATION SIDE SLOPES SEEDING - S.Y.	4436.00	\$1.00	\$4,436.00
21002 - EROSION CONTROL INSPECTION - EACH	13.00	\$0.01	\$0.13
21011 - CONSTRUCTION ENTRANCE - EACH	3.00	\$1,000.00	\$3,000.00
21013 - STREET SWEEPING - LUMP SUM	2.00	\$9,000.00	\$18,000.00
21017 - SILT SOCK (8 IN) COMPLETE - L.F.	1077.00	\$5.00	\$5,385.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL, & MAINTAIN - L.F.	4250.00	\$5.00	\$21,250.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	4250.00	\$0.25	\$1,062.50
21063.1 - EROSION MATTING, CLASS I, URBAN TYPE A FOR TANCHO BIKE PATH - S.Y.	4730.00	\$1.65	\$7,804.50
21063.2 - EROSION MATTING, CLASS I, TYPE A - ORGANIC FOR NORTHEAST REGIONAL POND - S.Y.	4436.00	\$1.65	\$7,319.40
21093 - TURBIDITY BARRIER - L.F.	342.00	\$40.00	\$13,680.00
21302.1 - CONSTRUCTION FENCE FOR TANCHO BIKE PATH - L.F.	270.00	\$4.50	\$1,215.00
21302.2 - CONSTRUCTION FENCE FOR NORTHEAST REGIONAL POND - L.F.	2300.00	\$4.50	\$10,350.00

TANCHO DR BIKE PATH & NORTHEAST REGIONAL POND REPAIR

CONTRACT NO. 8739

DATE: 7/24/25

**INTEGRITY GRADING &
EXCAVATING, INC.**

Item	Quantity	Price	Extension
30141 - TYPE A SLURRY - C.Y.	3.00	\$350.00	\$1,050.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	60.00	\$53.80	\$3,228.00
30205 - TYPE 'E' CONCRETE CURB & GUTTER - L.F.	50.00	\$53.80	\$2,690.00
30302 - 5 INCH CONCRETE SIDEWALK & DRIVE - S.F.	180.00	\$11.20	\$2,016.00
30304 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	550.00	\$11.20	\$6,160.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	120.00	\$45.00	\$5,400.00
40102 - CRUSHED AGGREGAT BASE COURES, GRADE NO.2 - TON	2557.00	\$29.00	\$74,153.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	580.00	\$95.00	\$55,100.00
40205 - HMA PAVEMENT 4 MT 58-28 S - TON	30.00	\$180.00	\$5,400.00
40218 - TACK COAT - GAL	30.00	\$2.50	\$75.00
40301 - FULL WIDTH GRINDING - S.Y.	210.00	\$35.00	\$7,350.00
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	53.00	\$105.00	\$5,565.00
50405 - 24 INCH TYPE 1 RCP STORM SEWER PIPE - L.F.	91.00	\$124.00	\$11,284.00
50421 - 29 INCH X 45 INCH TYPE 1 HERCP STORM SEWER PIPE - L.F.	68.00	\$250.00	\$17,000.00
50422 - 34 INCH X 53 INCH TYPE 1 HERCP STORM SEWER PIPE - L.F.	26.00	\$282.00	\$7,332.00
50462 - 15 INCH RCP AE - EACH	2.00	\$1,584.00	\$3,168.00
50484 - 29 INCH X 45 INCH HERCP AE - EACH	1.00	\$2,630.00	\$2,630.00
50485 - 34 INCH X 53 INCH HERCP AE - EACH	1.00	\$2,940.00	\$2,940.00
50498 - JOINT TIES - EACH	1.00	\$60.00	\$60.00
50624 - 29 INCH X 45 INCH HERCP AE GATE - EACH	1.00	\$2,815.00	\$2,815.00
50625 - 34 INCH X 53 INCH HERCP AE GATE - EACH	1.00	\$3,225.00	\$3,225.00
50722 - 6'X6' STORM SAS - EACH	1.00	\$15,000.00	\$15,000.00
50725 - 5'X5' STORM SAS - EACH	1.00	\$7,000.00	\$7,000.00
60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	100.00	\$5.75	\$575.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	3068.00	\$3.80	\$11,658.40
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN- DUCT - L.F.	160.00	\$26.00	\$4,160.00
60255 - FURNISH & INSTALL 3#4 AND 1#8 WIRES IN EXISTING OR CONTRACTOR INSTALLED CONDUIT - EACH	3340.00	\$10.25	\$34,235.00
60261 - ELECTRICAL TRENCH - EACH	2840.00	\$7.85	\$22,294.00
60402 - CONSTRUCT LB-2 BASE - EACH	19.00	\$1,060.00	\$20,140.00
60413 - CONSTRUCT TYPE P BASE - EACH	1.00	\$2,090.00	\$2,090.00
60602 - INSTALL METERED ELECTRIC SERVICE - EACH	1.00	\$1,535.00	\$1,535.00
60801 - PAVEMENT MARKING EPOXY, 4-INCH - L.F.	2000.00	\$1.50	\$3,000.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18- INCH - L.F.	100.00	\$45.00	\$4,500.00
90001 - INSTALL CITY FURNISHED STREET LIGHT POLE, 20-FT BLACK - EACH	19.00	\$1,215.00	\$23,085.00
90002 - INSTALL CITY FURNISHED STREET LIGHT FIXTURE - EACH	19.00	\$1,160.00	\$22,040.00
90003 - FURNISH & INSTALL STREET LIGHT CABINET - EACH	1.00	\$855.00	\$855.00
90004 - STORMWATER CONTROL - LUMP SUM	1.00	\$100.00	\$100.00
90005 - SITE DEWATERING./GROUNDWATER CONTROL - LUMP SUM	1.00	\$100.00	\$100.00
90006 - OVERFLOW WEIR REPAIR - LUMP SUM	1.00	\$2,500.00	\$2,500.00
90007 - REMOVE FENCE POSTS - LUMP SUM	1.00	\$2,200.00	\$2,200.00
90008 - CONSTRUCTION SURVEYING FOR POND - LUMP SUM	1.00	\$5,000.00	\$5,000.00
81 Items	Totals		\$913,338.55

SECTION G: BID BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

TANCHO DR BIKE PATH & NORTHEAST REGIONAL POND REPAIR CONTRACT NO. 8739

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

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.

Seal PRINCIPAL

Integrity Grading & Excavating, Inc.

Name of Principal

Daniel Weinkauff

By

7/16/2025

Date

Daniel Weinkauff, President

Name and Title

Seal SURETY

Liberty Mutual Insurance Company

Name of Surety

Sam Duchow

By

7/16/2025

Date

Sam Duchow, Attorney-in-fact

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 20082843 for the year 2025, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

7/16/2025

Date

Sam Duchow

Agent Signature

2920 Enloe St. STE 103

Address

Hudson, WI 54016

City, State and Zip Code

(715)377-8230

Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213336-354057**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael J. Douglas; Robert Downey; Sam Duchow; Christopher M. Kemp; Kory Mortel; Eliot Motu; Connie Smith; Chris Steinagel

all of the city of Hudson state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such Instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of July, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 12th day of September in the year Two Thousand and Twenty Five between **Integrity Grading & Excavating, Inc.**, hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **Sep 2, 2025** and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

Tancho Dr Bike Path & Northeast Regional Pond Repair CONTRACT NO. 8739

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 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 **NINE HUNDRED THIRTEEN THOUSAND THREE HUNDRED THIRTY EIGHT AND 55/100 (\$913,338.55)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form

will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement

Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to ensure 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 affirmation 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 or 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.

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the

venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

8. **Counterparts, Electronic Signature, and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wisc. Stat. ch 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

Tancho Dr Bike Path & Northeast Regional Pond Repair

CONTRACT NO. 8739

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

Countersigned:

Integrity Grading & Excavating, Inc.

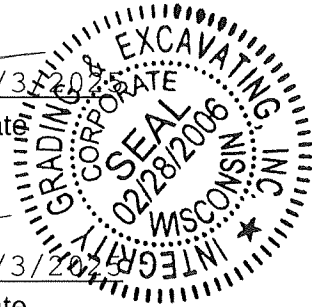
Company Name

Sarah Janis 9/3/2025
Witness Sarah Janis Date

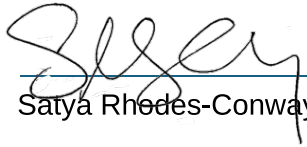
Daniel Weinkauff 9/3/2025
President Daniel Weinkauff Date

Ashley Bohman 9/3/2025
Witness Ashley Bohman Date

Daniel Weinkauff 9/3/2025
Secretary Daniel Weinkauff Date



CITY OF MADISON

 **09/12/2025**
Satya Rhodes-Conway, Mayor


Date


Michael Haas, Acting City Clerk

09/10/2025

Date


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


David P Schmiedicke, Finance Director

09/10/2025

Date

Approved as to form:


for Michael Haas, City Attorney

09/11/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES 25-00456,
ID No. 89266, adopted by the Common Council of the City of Madison on Sept. 2, 2025.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we Integrity Grading & Excavating, Inc. as principal, and Liberty Mutual Insurance Company Company of Boston, MA as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINE HUNDRED THIRTEEN THOUSAND THREE HUNDRED THIRTY EIGHT AND 55/100 (\$913,338.55) 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:

**Tancho Dr Bike Path & Northeast Regional Pond Repair
CONTRACT NO. 8739**

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 effort.

Signed and sealed this 3rd day of September, 2025

Countersigned:

Integrity Grading & Excavating, Inc.

Company Name (Principal)

Sarah Janis
Witness Sarah Janis

Daniel Weinkauff
President Daniel Weinkauff Seal

Daniel Weinkauff
Secretary Daniel Weinkauff

Liberty Mutual Insurance Company
Surety Seal

☒ Salary Employee ☐ Commission

By Connie Smith
Attorney-in-Fact, Connie Smith

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

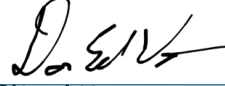
September 3rd, 2025
Date

Connie Smith
Agent Signature, Connie Smith

The foregoing Bond has been approved as to form:

Sept. 11, 2025

Date



for City Attorney



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213336-354057**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael J. Douglas; Robert Downey; Sam Duchow; Christopher M. Kemp; Kory Mortel; Eliot Motu; Connie Smith; Chris Steinagel

all of the city of Hudson state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of September, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.