

\$283,421.71
ORIGINAL

BID OF S&L UNDERGROUND, INC.

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SPRECHER ROAD GREENWAY IMPROVEMENT

CONTRACT NO. 9430

PROJECT NO. 12960

MUNIS NO. 12960

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 1, 2022

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

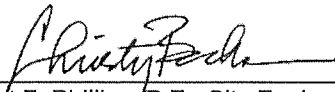
**SPRECHER ROAD GREENWAY IMPROVEMENT
CONTRACT NO. 9430**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: gvp

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SPRECHER ROAD GREENWAY IMPROVEMENT
CONTRACT NO.:	9430
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	12/30/21
BID SUBMISSION (2:00 P.M.)	1/6/22
BID OPEN (2:30 P.M.)	1/6/22
PUBLISHED IN WSJ	12/16/21, 12/23/21 & 12/30/21

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS
SPRECHER ROAD GREENWAY IMPROVEMENT
CONTRACT NO. 9430

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

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

SECTION 102.1: PREQUALIFICATION OF BIDDERS

The bidder for this contract must be pre-qualified in at least one of several different categories due to the nature of work involved with this contract. If the prime Contractor is prequalified in a category other than 246 – Ecological Restoration, their Subcontractor must be prequalified under category 246 – Ecological Restoration. Work to be performed by prequalified category 246 – Ecological Restoration shall include bid items 20701, 90004 and 90005.

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to improve approximately 750 LF of greenway. Including but not limited to clearing & grubbing, brushing, grading, erosion control, riprap, slope and channel reinforcement, storm sewer improvements, adding a gravel maintenance road and restoration.

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

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

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

The Contractor shall attend a pre-construction meeting prior to the start of construction. The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, fences, retaining walls, existing utilities, concrete curb, sidewalk, asphalt pavement and other facilities that are in the area to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications. The Contractor shall use care around all existing trees that are to remain. No trees that are to be preserved shall be cut without the approval of the Engineer.

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

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

This project takes place in the Town of Blooming Grove. If the Contractor wishes to utilize the right of way for storage of materials or equipment, they shall contact the Town of Blooming Grove Administrator for approval, Mike Wolf at bgadmin@blimgrove.com.

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

The City is aware private utilities on site. Due to brush and tree cover, the utilities could not be located or relocated prior to the project. Therefore, the Contractor shall accommodate the following utility coordination:

- MG&E: Two buried gas lines exists on site and a buried electric line. The Contractor shall perform ULOs on utilities at the approximate locations shown on the plans. Location and depth Data from the ULO shall be given to the Project Engineer. A determination as to whether the design will need to be updated prior to construction or the line will need to be relocated will be made by MG&E and the Project Engineer. If the line is to be relocated, the Contractor shall allow two weeks for the utility relocation prior to finishing that section of the storm sewer and channel

SECTION 105.13 ORDER OF COMPLETION

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development

Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

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

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

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

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

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

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

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

ARTICLE 108.2 PERMITS

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

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

Permits are required prior to authorizing the start of construction.

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

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

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

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

SECTION 109.2 PROSECUTION OF WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. If it is desirable to begin work before or after March 1, 2022, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice that was sent to the Contractor. Construction work shall be carried out at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

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

SECTION 109.7 TIME OF COMPLETION

The Contractor shall begin work on or around **MARCH 1, 2022** or when ground is dry enough to begin. All work shall be completed on or prior to **JULY 15, 2022**.

SECTION 110.1: MEASUREMENT OF QUANTITIES

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

BID ITEM 10912 – MOBILIZATION

DESCRIPTION

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

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

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to excavate to grades as represented by the contours on the plan set, as shown on the cross-sections, or as defined in these Special Provisions.

Cut and fill quantities were calculated using the difference of the existing and proposed surfaces of the digital terrain models. The finished proposed surface model used in the calculations includes the additional excavation required for placing 6 inches of topsoil, the additional excavation for the 10" access

road typical section and additional excavation required for riprap excavation. The existing surface used was the top of the existing conditions surface and includes 6 inches of topsoil stripping. Unless there are significant changes (>10% volume change), the plan quantity shall be the final amount for payment. No expansion or shrinkage factors have been or will be applied to the earthwork quantities. Three-dimensional CAD files containing the digital terrain models used for the earthwork calculations are available. Calculations assumed excavation of (6) six inches of existing topsoil, and placement of (6) inches of proposed topsoil. This bid item includes stripping of topsoil in the excavation quantity and calculation. Stripping and stockpiling of topsoil is incidental to this bid item

- Total Cut: 2,556.00 CUYD
 - 6" Topsoil Stripping 1,075.00 CUYD
 - Anticipated Subsurface Cut 1,481.00 CUYD

- Total Fill 1,995.00 CUYD
 - Site Grading: 493.00 CUYD
 - Topsoil Placement 757.00 CUYD
 - Medium Riprap Placement (8433 SQFT x 1.5 FT): 469.00 CUYD
 - Heavy Duty Riprap Placement (45 SQFT X 2 FT): 3.00 CUYD
 - Access Road Aggregate (8892 SQFT x 0.83 FT): 273.00 CUYD

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

It is estimated that ~ 757cubic yards of topsoil and 493 cubic yards of subsoil shall be made available through excavation cut. Suitable materials (to be determined by the Engineer) may be re-used as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is incidental in this bid item.

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

See Appendix A for site soil boring information.

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20217 – CLEAR STONE

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

quantities for clear stone include clear stone quantities for Bid Item 21014 – CLEAR STONE BERM (DITCH CHECK) and BID ITEM 21011 – CONSTRUCTION ENTRANCE.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

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

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

There are two borings for the site. One is located on the west side of the site (B-2) that shows ten inches of topsoil and one is located on the east side of the site (B-1) that shows two inches of topsoil. It is assumed from these borings that the site will average six inches of topsoil over the site. It is estimated that ~1080 cubic yards of topsoil shall be made available through Excavation Cut and ~ 757 cubic yards of topsoil shall be distributed on-site through BID ITEM 20221-Topsoil.

METHOD OF MEASUREMENT

Topsoil shall be paid per Square Yard of material based on Plan Quantity without measurement thereof. The Plan Quantity measured the area of the grading limits, excluding the access road and riprap areas.

BASIS OF PAYMENT

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

BID ITEM 20232 – MEDIUM RIPRAP-GLACIAL FIELD STONE

DESCRIPTION

Work under this item shall include all equipment, materials, labor and incidentals to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall be sized between 5 and 16 inches in diameter. The intent of the varied stone sizes is to create graded stone stabilization. Therefore, well graded material, approximately within the sizing limits is encouraged.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site. Prior to placement, the Contractor shall submit sourcing information to the Project or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Medium Riprap shall be placed to a depth of 18 Inches, unless otherwise stated. The material shall be underlain with Type HR filter fabric – which shall be paid separately under BID ITEM 20241-RIPRAP FILTER FABRIC, TYPE HR.

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

Min. Diameter	Median Diameter	Max. Diameter
5"	10"	16"

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Medium 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 20236 – HEAVY RIPRAP-GLACIAL FIELD STONE

DESCRIPTION

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20401 and 20406 – CLEARING AND GRUBBING

DESCRIPTION

Work under these items consists of all equipment, materials, labor and incidentals required for the clearing, grubbing, removal and disposal of individual trees over six (6) inches in diameter within the limits of disturbance as shown on the drawings. This may also include any additional trees over six (6) inches in diameter to be removed at the direction of the Construction Engineer. Work under this item shall only constitute trees with a greater than six (6) inch diameter at breast height or greater at the time of the tree survey. The tree survey was conducted in 2020. Tree diameter measurement shall be per the 2020 tree survey findings. No additional compensation will be given for growth of tree diameter from the time of the tree survey to the time of removal. Trees that are greater than 6" but not identified in Appendix B shall be removed under bid item 90003- BRUSHING.

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

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

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

CONSTRUCTION METHODS

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

BID ITEM 20701- TERRACE SEEDING

DESCRIPTION

This bid item includes seeding all areas with exposed soil within the site disturbance limits with Terrace Seed Mix as described in Article 207 of the City of Madison Standard Specifications for Public Works Construction. The Contractor shall determine the locations of application of either Sun Terrace Mix or Shade Terrace Mix based on site conditions after tree and brush removals.

METHOD OF MEASUREMENT

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

BID ITEM 20970- DROUGHT WATERING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works

Construction for all plants. Drought watering shall only be paid in 2022 for conditions defined in Article 209.5(j) of the Specifications.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

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

DESCRIPTION

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

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

BID ITEM 21021 – SILT FENCE – COMPLETE

DESCRIPTION

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

BID ITEM 50801 – UTILITY LINE OPENING

DESCRIPTION

This work consists of performing utility line openings in accordance with Article 508 Utility Crossings of the latest edition of the City of Madison Standard Specifications for Public Works Construction. This work shall be completed prior to purchasing any materials that may need to be adjusted and a minimum of seven (7) days prior to any work being anticipated in the immediate area of the ULO, to allow sufficient time for redesign of the affected utility if so required.

BID ITEM 90001 - CONSTRUCTION FENCE (PLASTIC)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fencing shall be installed to delineate construction boundaries within the project area. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

280' is included to deter entrance into the project area from Sprecher Rd. and Dicky Ln.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete.

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 3000 lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

Construction Fence (Plastic) shall be measured by the linear foot quantity as listed in the proposal page.

BASIS OF PAYMENT

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

BID ITEM 90002 – STORM CONTROL

DESCRIPTION

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

The existing channel receives a water during rain events, including overland flow. The Contractor shall be prepared to manage storm flow and secure construction materials and grading during rain events.

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90003 - BRUSHING

DESCRIPTION

Work under this item includes all equipment, materials, labor, and incidentals necessary to remove and dispose of all trees under six (6) inches in diameter, shrubs, brush, windfalls, stumps, logs and other vegetation located within the project limits of disturbance as shown on the drawings. Removal of trees larger than 6 inches in diameter shall be paid under the bid items for Clearing and Grubbing. Tree survey was conducted in 2020. Tree diameter measurements shall be per the 2020 tree survey findings. Trees that were measured under six inches at the time of the survey and are not marked for clearing on the clearing plan will be paid for under the Brushing bid item. No additional compensation will be given for growth of tree diameter above five inches from the time of the tree survey to the time of removal.

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

Removal of vegetation under this bid item shall be completed by pulling or sawing stumps within three inches of the ground surface. Stumps that need to be removed to meet final grade shall be grubbed or pulled.

METHOD OF MEASUREMENT

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

BID ITEM 90004 - NO-STRAT AGGRESSIVE SEED MIX

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place No-Strat Aggressive Seed Mix as defined in these special provisions and in accordance with Part Two of the City of Madison Standard Specifications for Public Works Construction.

The Contractor shall add a No-Strat Aggressive Seed Mix as described in this bid item ONLY in the area beneath the Class II Type C Organic Erosion Matting adjacent to the cobble, as shown on the vegetation plan. NOTE this No-Strat Aggressive Seed Mix shall be placed in addition to the Terrace Seeding under the erosion matting. No-Strat Aggressive Seed Mix shall be placed according to the supplier's recommendations.

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

NO-STRAT AGGRESSIVE SEED MIX

Grasses/Sedges/Rushes:

<u>Scientific name</u>	<u>Common name</u>	<u>Oz/Acre</u>
Andropogon gerardii	Big Bluestem	8.00
Bromus ciliatus	Fringed Brome	16.00
Calamagrostis canadensis	Blue Joint Grass	1.00
Carex brevior	Plains Oval Sedge	3.00
Carex sprengeii	Long-Beaked Sedge	2.00
Carex vulpinoidea	Brown Fox Sedge	1.00
Eleocharis acicularis	Needle Spike Rush	0.50
Elymus canadensis	Canada Wild Rye	16.00
Elymus riparius	River Bank Wild Rye	12.00
Elymus villosus	Silky Wild Rye	4.00

<i>Elymus virginicus</i>	Virginia Wild Rye	32.00
<i>Glyceria striata</i>	Fowl Manna Grass	2.00
<i>Hystrix patula</i>	Bottlebrush Grass	4.50
<i>Panicum virgatum</i>	Switchgrass	10.00
<i>Poa palustris</i>	Fowl Bluegrass	8.00
<i>Schizachyrium scoparium</i>	Little Bluestem	12.00
<i>Spartina pectinata</i>	Prairie Cordgrass	4.00

Wildflowers:

<u>Scientific name</u>	<u>Common name</u>	<u>Oz/Acre</u>
<i>Anemone canadensis</i>	Meadow Anemone	2.00
<i>Astragalus canadensis</i>	Canada Milk Vetch	3.50
<i>Aster drummondii</i>	Drummond's Aster	1.25
<i>Coreopsis tripteris</i>	Tall Coreopsis	1.00
<i>Desmodium canadense</i>	Canada Tick Trefoil	1.00
<i>Echinacea purpurea</i>	Purple Coneflower	12.00
<i>Helenium autumnale</i>	Sneezeweed	1.00
<i>Helianthus grosseserratus</i>	Sawtooth Sunflower	1.50
<i>Helianthus strumosus</i>	Pale-Leaved Sunflower	2.00
<i>Monarda fistulosa</i>	Wild Bergamot	1.50
<i>Physostegia virginiana</i>	Obedient Plant	1.00
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.50
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	2.50
<i>Solidago graminifolia</i>	Grass-Leaved Goldenrod	0.50
<i>Veronicastrum virginicum</i>	Culver's Root	0.75

For Contractor's information, a custom seed mix meeting these specifications is available from The No-Strat Aggressive Seed Mix for City of Madison is available from Agrecol® Native Nursery, Evansville, WI 608.223-3571

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

METHOD OF MEASUREMENT

No-Strat Aggressive Seed Mix shall be measured by plan square yard as listed on the proposal page.

BASIS OF PAYMENT

No Strat Aggressive Seed Mix shall be measured as described above and shall be paid for at the contract unit prices which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement and incidentals required to complete the work as set forth in the description.

BID ITEM 90005 - INVASIVE REMOVAL MAINTENANCE

DESCRIPTION

This bid item includes all work, equipment, materials, and incidentals necessary to remove invasive species on site during the 2022 growing season after initial tree removal and brushing is completed. The growing season is defined as the time beginning in 2022 when brushing is completed and final grade is established until October 30, 2022.

The intent of this bid item is to control the majority of unwanted species, allowing the seed placed the opportunity to propagate and out- compete the weed seed bank. It is not the intent of this bid item to remove every weed on site. Invasive species to be targeted are the prohibited plants as specified in Madison General Ordinance 23.29.

The Contractor shall be required to visit the site at least one time per month during the 2022 growing season and remove invasives at each monthly site visit.

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

- Mowing: At least one of these monthly visits shall include a one –time complete mowing of the project site. The complete mowing site visit shall be coordinated with the Engineer and shall take place in late August or September of 2022.
- Hand pulling or string trimming (for individual small patches of invasive plants that do not spread more aggressively after hand pulling – i.e. hand pulling is not allowed for Japanese Knotweed)
- Spot herbicide application by “painting” treated stumps, or the “glove of death method”
- Spray herbicide with backpack and pump sprayers, selectively spraying undesirable species.

After each invasive removal maintenance visit, the Contractor shall submit a brief summary of work completed following each maintenance visit including site photos. This summary shall include a description of the work completed, before and after photographs, and an herbicide report including quantity used, dates of application, and location of use. The report shall be submitted to the Engineer within one week of each maintenance visit.

Patches of invasive plants not controlled through mowing may require string trimming, hand pulling, or herbicide treatment. The Contractor shall be responsible for determining the necessity, extent, and timing of these control measures. Herbicide use, spot trimming, and hand pulling shall be completed in a manner that minimizes damage to adjacent vegetation.

If herbicide is determined to be necessary, the Contractor shall coordinate its use with the Project Manager and shall receive approval for herbicide type, application rate, and target species. **Herbicide shall not be applied prior to approval.** The Contractor shall select herbicides that will not prevent growth or germination of future seeding and planting operations. Herbicides containing Picloram will not be approved. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer’s instructions. All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at <https://www.cityofmadison.com/parks/about/documents/PesticidePolicy2004.pdf>. The Contractor shall be required to submit to the Engineer the Pesticide Application Record Form available in Appendix C

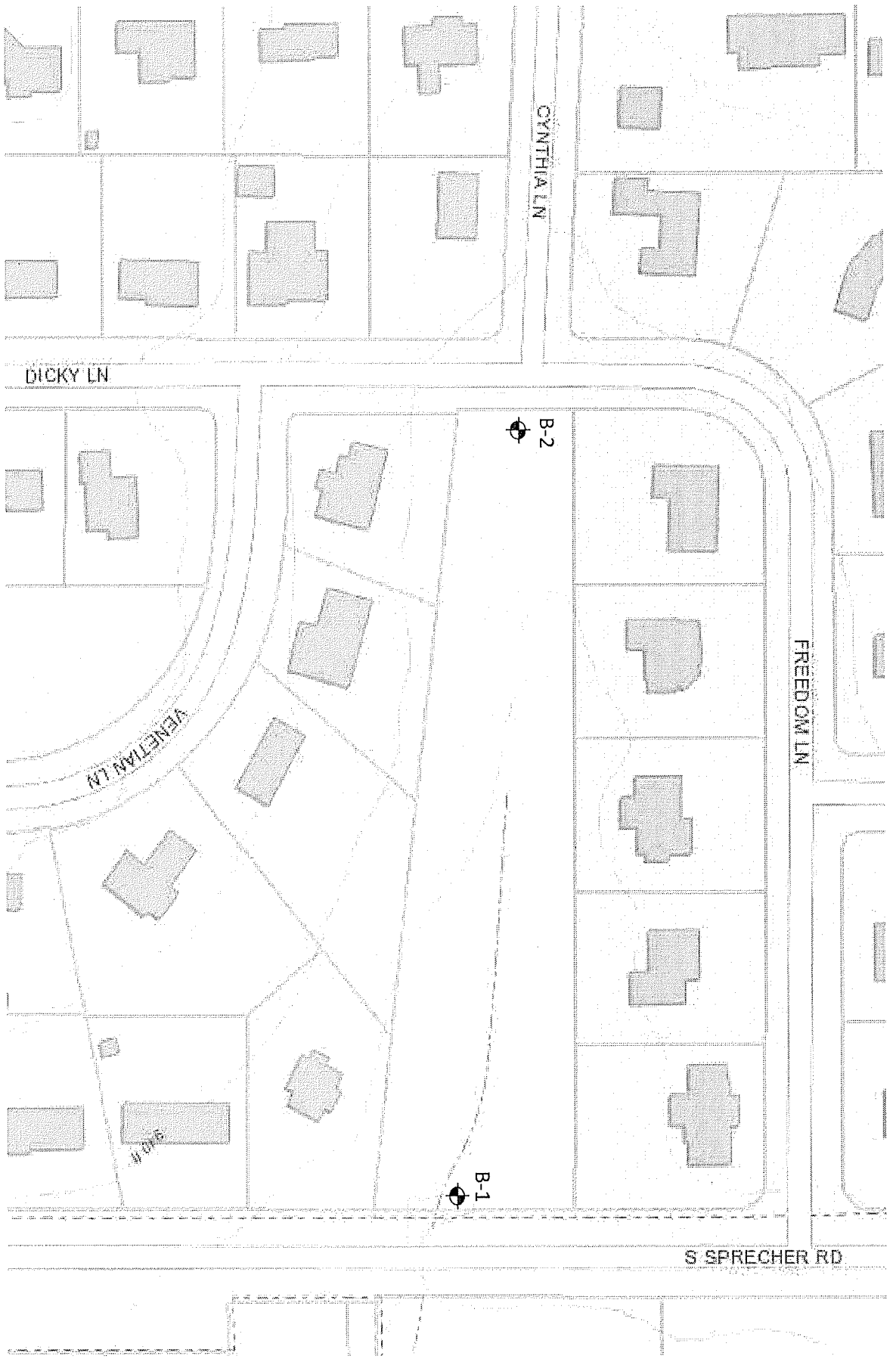
METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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


APPENDIX A: SOIL BORING LOG



Legend
 Denotes Boring Location

- Notes**
1. Boring locations are approximate
 2. Soil borings performed by Badger State Drilling in August 2020

Scale: Reduced

Date: 8/2020	Job No. C20051-8		Soil Boring Location Map Sprecher Greenway Madison, WI



LOG OF TEST BORING

Project Sprecher Greenway
 Location Madison, WI

Boring No. B-1
 Surface Elevation (ft) 922±
 Job No. C20051-8
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	3 in. Silty TOPSOIL					
1	18	M	9	9	Stiff to Very Soft, Brown Lean CLAY, Trace Fine Sand (CL)	(1.5)				
2	18	M/W	2	2		(<0.2)				
				5						
3	14	M	25	25	Medium Dense to Dense, Brown Fine to Coarse SAND, Some Gravel, Little to Some Silt (SP-SM/SM)					
4	16	M	41	41						
				10	End Boring at 10ft					
				15	Borehole backfilled with bentonite chips					
				20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ NW Upon Completion of Drilling NW
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 8/6/20 End 8/6/20
 Driller BSD Chief KD Rig D-50
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Sprecher Greenway
 Location Madison, WI

Boring No. B-2
 Surface Elevation (ft) 935±
 Job No. C20051-8
 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
					10 in. Dark Brown Silty TOPSOIL					
1		8	M	11	Hard, Brown Lean CLAY, Trace Fine Sand (CL)	(4.0+)				
2		9	M	24	Dense, Brown Fine SAND, Little to Some Silt and Gravel (SP-SM/SM)	(4.0+)				
3		14	M	15	Medium Dense, Brown SILT, Trace Sand and Clay (ML)					
4		18	M	31	Dense to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
5		16	M	33						
6		18	M	23						
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling NW
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 8/6/20 End 8/6/20
 Driller BSD Chief KD Rig D-50
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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

CGC, Inc.

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

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

Plasticity characteristics differentiate between silt and clay.

General Terminology

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

Relative Density

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

Relative Proportions Of Cohesionless Soils

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

Consistency

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

Organic Content by Combustion Method

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

Plasticity

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

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 8" before commencing the standard penetration test.

SYMBOLS

Drilling and Sampling

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

Laboratory Tests

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

Water Level Measurement
















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

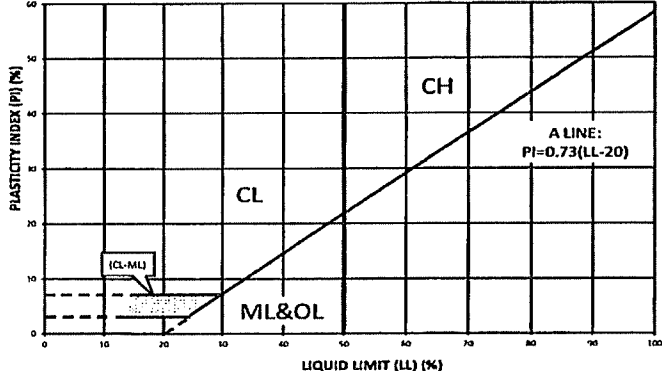
Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

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

LABORATORY CLASSIFICATION CRITERIA		
GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line or P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for GW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
SC	Atterberg limits above "A" line with P.I. greater than 7	
Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:		
Less than 5 percent GW, GP, SW, SP		
More than 12 percent GM, GC, SM, SC		
5 to 12 percent Borderline cases requiring dual symbols		
PLASTICITY CHART		
		

APPENDIX B: SURVEYED TREE LIST FOR REMOVAL

SURVEYED TREE LIST FOR REMOVAL

TOPOGRAPHIC POINT NUMBER	COORDINATE		SURVEY	SIZE (IN)
	EASTING	NORTHING	DESCRIPTION	
797	485425.3	851803.9	TR 12	12
798	485403.6	851842.1	TR 15	15
799	485401.9	851839.6	TR 10	10
800	485395.5	851818.7	TR 18	18
801	485393.1	851817.1	TR 15	15
802	485356.8	851806.1	TR 18	18
803	485354.6	851808.7	TR 18	18
804	485376.6	851814.6	TR 15	15
805	485380.6	851813.7	TR 12	12
806	485382.8	851820.9	TR 10	10
807	485371.0	851830.4	TR 10	10
808	485381.3	851828.2	TR 20	20
897	485359.9	851883.7	TR 10	10
898	485360.6	851881.7	TR 12	12
899	485347.6	851866.2	TRE 15	15
900	485370.7	851847.4	TR 8	8
901	485377.1	851846.1	TR 12	12
902	485380.7	851848.0	TR 20	20
903	485382.9	851854.3	TR 8	8
904	485395.4	851851.7	TR 8	8
906	485376.3	851871.5	TR 15	15
907	485371.2	851901.5	TR 15	15
908	485352.4	851896.1	TR 15	15
909	485370.7	851919.7	TR 12	12
910	485387.4	851922.2	TR 12	12
913	485395.9	851907.4	TR 12	12
914	485361.9	851925.1	TR 18	18
915	485375.8	851944.4	TRE 6	6
918	485369.1	851949.5	TR 15	15
920	485345.7	851937.2	TR 20	20
925	485358.6	851974.6	TR 10	10
926	485368.0	851963.1	TR 12	12
927	485361.3	851957.5	TR 15	15
931	485366.5	851969.4	TR 10	10
932	485357.2	851973.6	TR 10	10
933	485357.6	851982.3	TR 18	18
935	485366.8	851983.7	TR 10	10
937	485366.7	851992.5	TR 12	12
938	485367.4	852000.5	TR 6	6
942	485383.7	852003.4	TR 15	15
944	485385.8	851988.3	TR 15	15
946	485408.4	851880.9	TR 12	12
947	485407.6	851882.1	TR 10	10

948	485406.9	851881.3	TR 10	10
949	485402.0	851886.6	TR 12	12
950	485400.9	851877.0	TR 15	15
951	485403.5	851876.2	TR 18	18
953	485403.6	851899.3	TR 7	7
954	485402.8	851900.5	TR 12	12
956	485411.0	851912.8	TR 30	30
982	485425.0	851953.6	TR 24	24
983	485425.9	851951.2	TR 18	18
984	485413.8	851957.1	TR 12	12
985	485412.3	851957.1	TR 12	12
989	485409.2	851967.6	TR 10	10
990	485409.6	851971.1	TR 8	8
992	485414.9	851983.5	TR 18	18
1006	485408.0	852031.2	TR 12	12
1018	485424.5	851974.3	TR 12	12
1026	485421.3	851999.0	TR 12	12
1028	485420.0	852002.2	TR 12	12
1029	485418.2	852003.7	TR 12	12
1031	485418.5	852011.0	TR 6	6
1032	485410.6	852012.4	TR 8	8
1037	485400.3	852021.7	TR 8	8
1042	485355.8	852022.0	TR 12	12
1047	485354.5	852008.2	TR 12	12
1057	485356.7	852027.3	TR 18	18
1207	485348.9	852052.9	TR 10	10
1208	485354.4	852061.0	TR 15	15
1209	485352.7	852066.0	TR 10	10
1210	485358.9	852088.2	TR 8	8
1211	485350.6	852094.3	TR 12	12
1212	485370.4	852092.7	TR 8	8
1213	485378.8	852090.2	TR 24	24
1214	485377.5	852095.2	TR 8	8
1215	485370.8	852108.3	TR 12	12
1216	485372.5	852117.7	TR 12	12
1217	485351.2	852117.2	TR 12	12
1218	485350.7	852123.9	TR 12	12
1219	485363.4	852123.0	TR 12	12
1220	485343.9	852152.3	TR 15	15
1221	485400.0	852153.7	TR 15	15
1223	485409.3	852036.6	TR 12	12
1224	485415.8	852039.0	TR 12	12
1232	485411.5	852078.1	TR 18	18
1233	485402.1	852080.7	TR 20	20
1239	485399.4	852153.1	TR 18	18
1240	485401.0	852164.5	TR 12	12
1241	485402.2	852165.0	TR 12	12

1242	485392.2	852180.0	TR 7	7
1243	485396.5	852181.8	TR 18	18
1255	485402.8	852194.0	TR 15	15
1256	485409.0	852204.1	TR 24	24
1257	485404.7	852206.8	TR 18	18
1261	485388.5	852197.6	TR 10	10
1266	485373.9	852200.7	TR 15	15
1271	485383.6	852210.2	TR 15	15
1276	485374.5	852237.1	TR 10	10
1277	485368.5	852238.6	TR 18	18
1278	485369.9	852217.9	TR 15	15
1284	485347.5	852190.7	TR 24	24
1310	485398.6	852270.0	TR 24	24
1315	485388.6	852234.6	TR 12	12
1316	485390.3	852233.7	TR 7	7
1317	485399.3	852232.4	TR 20	20
1318	485401.0	852234.5	TR 24	24
1320	485392.8	852223.6	TR 12	12
1322	485404.1	852217.7	TR 9	9
1330	485355.9	852276.2	TR 20	20
1415	485402.0	852233.7	TR 18	18
1419	485393.7	852277.3	TR 16	16
1422	485382.6	852278.1	TR 20	20
1428	485380.6	852308.3	TR 8	8
1431	485394.2	852305.4	TR 12	12
1432	485393.5	852306.7	TR 14	14
1433	485395.7	852299.7	TR 18	18
1434	485398.1	852295.9	TR 24	24
1462	485398.2	852315.4	TR 6	6
1515	485373.6	852422.7	TR 24	24
1517	485384.4	852424.8	TR 12	12
1544	485379.6	852389.5	TR 19	19
1546	485380.0	852380.7	TR 18	18
1547	485391.2	852366.5	TR 15	15
1548	485388.5	852355.4	TR 15	15
1549	485385.6	852354.0	TR 18	18
1553	485393.1	852338.0	TR 22	22
1555	485399.3	852354.1	TR 7	7
1557	485379.0	852330.5	TR 12	12
1592	485345.0	852409.7	TR 12	12
1595	485342.4	852387.0	TR 28	28
1599	485356.9	852358.8	TR 40	40
1601	485368.9	852357.4	TR 12	12
1623	485327.7	852380.4	TR 28	28
1625	485329.7	852372.9	TR 30	30
1630	485300.3	852423.9	TR 36	36
1634	485309.8	852408.0	TR 24	24

1635	485310.4	852409.7	TR 12	12
1638	485335.1	852419.4	TR 15	15
1646	485351.7	852314.6	TR 12	12
1649	485359.2	852324.0	TR 15	15
1669	485358.0	852295.9	TR 8	8
1746	485350.2	852416.5	TR 6	6
1770	485334.3	852469.0	TR 15	15
1776	485352.2	852450.9	TR 15	15
1779	485366.1	852457.4	TR 16	16
1792	485364.4	852435.6	TR 20	20
1793	485367.9	852434.8	TR 8	8
1794	485368.0	852435.3	TR 8	8
1813	485327.0	852445.9	TR 10	10
1814	485322.5	852437.7	TR 18	18
1815	485329.1	852442.4	TR 8	8
1838	485281.6	852476.5	TR 24	24
1890	485313.5	852470.7	TR 6	6
1959	485362.6	852465.1	TR 18	18
1962	485354.0	852472.1	TR 18	18
1963	485353.6	852469.8	TR 15	15
1966	485333.3	852473.9	TR 9	9
2087	485307.6	852474.6	TR 12	12
2094	485310.0	852473.3	TR 8	8
2098	485280.7	852489.1	TR 24	24

TOTAL SUM OF DIAMETER (IN) = 2325

APPENDIX C: PESTICIDE APPLICATION RECORD FORM

Date of Application ____ / ____ / ____
Month Day Year

Restricted-Use Pesticide

PESTICIDE APPLICATION RECORD

This form meets ALL federal and Wisconsin pesticide application recordkeeping requirements.

Applicator

Name _____ Business Phone (____) _____
Certification No. _____ (Exp. Date ____ / ____ / ____) License No. _____
Address (Route or Street) _____

City State Zip Code

Client

Name _____ Business Phone (____) _____
Address (Route or Street) _____

City State Zip Code

Treated Site

Location _____
Specific Crop/Commodity/Structure/Livestock/Other _____
Size/Number _____ Target Pest(s) _____

Pesticide Product(s) Used

Trade Name _____	Manufacturer (optional) _____
EPA Reg. No. _____	Active Ingredient (optional) _____
Trade Name _____	Manufacturer (optional) _____
EPA Reg. No. _____	Active Ingredient (optional) _____
Trade Name _____	Manufacturer (optional) _____
EPA Reg. No. _____	Active Ingredient (optional) _____

Application Information

Start Time ____ : ____ AM/PM End Time ____ : ____ AM/PM Mixing/Loading Location _____
Application Rate(s) _____
Total Amount of Each Product Used _____

Soil Fumigants: Additional Application Information

Soil Temperature at Depth of 5 to 6 Inches (if you used knife rig injection or chemigation) _____
Time of Inspection ____ : ____ AM/PM Results/Action Taken _____
(Inspection must take place within one hour of sunset on day of application)

Comments (optional): Place additional comments (weather, site conditions, pest populations, etc.) on back.



RETURN COMPLETED REPORT TO CWEGNER@CITYOFMADISON.COM

September 2007

How to Use the Pesticide Application Record Form

Fill out the relevant sections of this form on the day that you apply any pesticide. Keep the form on file for at least 2 years (3 years if you apply an atrazine-containing product) to comply with all current federal and Wisconsin recordkeeping requirements.

Restricted-Use Pesticide: Put an 'X' in the box in the upper right hand corner of the form if you applied a restricted-use pesticide. This will make it easier to retrieve records of such applications for the USDA if you are requested to do so.

Applicator: To save time, fill out the applicator information before you make photocopies of the form. Write 'NA' (for 'not applicable') on the appropriate line(s) if you are not certified and/or licensed.

Client: Fill out this part of the form if you are a commercial applicator or if you are a private applicator making an application on another person's land, even if only for exchange of services.

Treated Site:

Location: Provide enough information that would allow someone to find the way to the location of the application. For example, if you use a field-numbering system, enter the field number on the form but also have a copy of the farm plan on file where you keep your pesticide records; that way, a person could look at the farm plan and determine how to get to the field in question.

Specific Crop/Commodity/Structure/Livestock/Other: This is the site to which you applied the pesticide. Be specific enough to accurately describe what was treated. For example, 'field corn' vs. 'sweet corn' vs. 'field corn seed' vs. 'stored corn.' Likewise, if you treat a storage structure, such as a grain bin or potato warehouse, be sure to mention whether or not it was empty at the time of treatment. Other examples of sites include dairy cows, chickens, fence rows, barns, and private ponds.

Size/Number: Generally speaking, use whatever units of measurement are mentioned on the label. Examples include acres, feet of row, cubic feet, and number of livestock.

Target Pest(s): Be as specific as you can be; this will help you determine how effective the application was. For commercial applicators, it is especially important that your client know which pests the treatment was intended to control.

Pesticide(s) Used: You can get the requested information from the product label. If you tank mix 2 or more pesticide products, record each product separately. If you use a restricted-use pesticide, even in a tank mix with nonrestricted-use pesticides, put an 'X' in the box in the upper right-hand corner of the form.

Active Ingredient(s) optional: Record the common name of the active ingredient that appears in the ingredients statement. If a product contains more than 1 active ingredient (as is the case with all pre-packaged tank mixes), record the common name of each active ingredient.

Application Information: The application rate is just your calibrated rate (pints or pounds of product per acre, percent solution, etc.). Also record the spray volume applied per acre (or the spray volume used to treat a barn, fence row, etc.). If you apply a tank mix, be sure to record the application rate and the total amount of product used for each product in the mix. The mixing/loading location is where you loaded the pesticide into the application equipment or nurse tank. To record this location, use the same guidelines described above for the location of the treated site; you can write 'site of application' if that was the mixing/loading location as well.

Soil Fumigants: Additional Application Information: Applications of a soil fumigant that contains chloropicrin or metam sodium are further regulated by a special rule (ATCP 30); refer to this Administrative Code for complete details. At the time of application, record the soil temperature measured at a depth of 5 to 6 inches. Also, monitor the site within one hour of sunset on the day of application, and record your results and/or any action taken (e.g., irrigated site because gas volatilization was occurring). Notify state agencies, if needed, as required by ATCP 30.

Comments: Although not required by law, additional comments can help you evaluate the effectiveness of the pesticide application. Examples include weather conditions, application equipment, adjuvants, and timing of application (e.g., preplant incorporated or postemergence). Because you will use a separate recordkeeping form for each application, write your optional comments on the blank back of the photocopied form.

APPENDIX D: PERMITS



City of Madison Engineering Division

EROSION CONTROL PERMIT

Permit Number: ENG100-2021-05575

City Engineering: (608) 266-4751

Location of Work: 1249 S Sprecher RD

Permittee: Grant Pokos

Telephone: (608) 266-4864

Parcel:

Owner: City of Madison Engineering

Telephone:

Email:

gpokos@cityofmadison.com

Permit Conditions and Requirements:

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

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

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

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

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

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

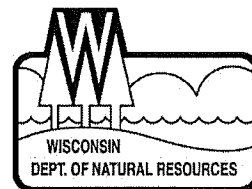
Dust Control, if applicable shall be provided, per WDNR Conservation Practice Standard 1068.

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

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

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

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone (608) 275-3266
Toll Free 1-888-936-7463
TTY Access via relay - 711



November 26, 2021

Grant Pokos
Town of Blooming Grove
210 Martin Luther King Jr. Blvd, Rm 115
Madison WI 53703
Via email: gpokos@cityofmadison.com

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-06: Construction Site Storm Water Runoff
Permittee Name: Town of Blooming Grove
Site Name: Sprecher Road Greenway Improvements
FIN: 80198

Dear Permittee:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on November 09, 2021, for the Sprecher Road Greenway Improvements 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 November 26, 2021. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site:

<http://dnr.wi.gov/topic/stormwater/construction/forms.html>

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

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

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

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

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

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

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

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

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

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

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

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

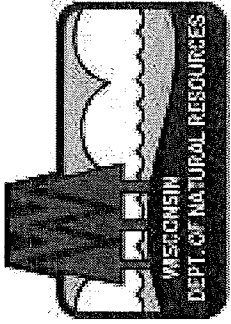
Sincerely,



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

ENCLOSURE: Certificate of Permit Coverage

Cc: Mike Wolf, Town of Blooming Grove (via email)



CERTIFICATE OF PERMIT COVERAGE

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

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

EROSION CONTROL COMPLAINTS

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

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 80198

Site Name: Sprecher Road Greenway Improvements

Location: West of Sprecher Rd/East of Dicky Ln/South of Freedom Ln, Town of BLOOMING GROVE

Additional Information:

Landowner: Town of Blooming Grove

Landowner's Contact Person: Grant Pokos

Contact Telephone Number: (608) 266-4862

Permit Start Date: November 26, 2021

By:

WDNR Publication # WT-813 (10/11)



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

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

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

December 28, 2021

**NOTICE OF ADDENDUM
ADDENDUM 1**

**CONTRACT NO. 9430
SPRECHER ROAD GREENWAY IMPROVEMENTS**

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

PLANS


Remove and replace plan page U1 with attached plan page U1. Page U1 has been updated to call out the storm structures S-7 and S-9 as 6'x6' SAS in the storm sewer schedule. This will match the existing proposal sheet.

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.

 for RFP

Robert F. Phillips, P.E.
City Engineer

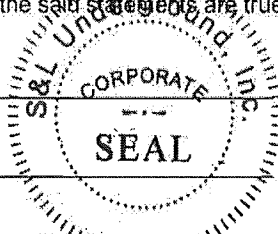
SECTION E: BIDDERS ACKNOWLEDGEMENT

SPRECHER ROAD GREENWAY IMPROVEMENT
CONTRACT NO. 9430

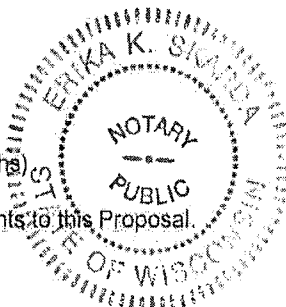
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of S&L Underground, 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]
 SIGNATURE
President
 TITLE, IF ANY



Sworn and subscribed to before me this 6th day of January, 2022
Erika K. Slonick



(Notary Public or other officer authorized to administer oaths)
 My Commission Expires 2-11-2022
 Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 9430 – S&L Underground, Inc.

Section F: Best Value Contracting (BVC)

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

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

I will turn in BVC Downloadable Document by hand.

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

SPRECHER ROAD GREENWAY IMPROVEMENT
CONTRACT NO. 9430

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: S+L Underground, Inc.
Address: W10440 Cty Rd K Lodi, WI 53555
Telephone Number: 608-592-0625 Fax Number: 608-592-3804
Contact Person/Title: Matt Kundert, Operations Manager

Prime Bidder Certification

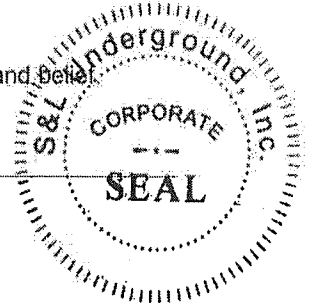
I, Ben Larrabee, President of
Name Title
S+L Underground, Inc. certify that the information
Company

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

Erika Stahl
Witness' Signature

B. Larrabee
Bidder's Signature

1/6/2022
Date



SPRECHER ROAD GREENWAY IMPROVEMENT

CONTRACT NO. 9430

DATE: 1/6/22

S&L Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL-LUMP SUM	1.00	\$1,000.00	\$1,000.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$9,600.00	\$9,600.00
20101 - EXCAVATION CUT - C.Y.	2556.00	\$9.00	\$23,004.00
20217 - CLEAR STONE - TON	118.00	\$18.50	\$2,183.00
20221 - TOPSOIL - S.Y.	4540.00	\$1.70	\$7,718.00
20232 - MEDIUM RIPRAP - GLACIAL FIELD STONE - TON	948.00	\$52.80	\$50,054.40
20236 - HEAVY RIPRAP- GLACIAL FIELDSTONE - TON	7.00	\$76.00	\$532.00
20241 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	2058.00	\$4.00	\$8,232.00
20314 - REMOVE PIPE (INCLUDES APRON ENDWALLS) - LF	18.00	\$27.00	\$486.00
20401 - CLEARING - I.D.	2325.00	\$8.00	\$18,600.00
20406 - GRUBBING - I.D.	2325.00	\$3.00	\$6,975.00
20701 - TERRACE SEEDING - SY	4540.00	\$1.70	\$7,718.00
20970 - DROUGHT WATERING - EACH	1.00	\$100.00	\$100.00
21002 - EROSION CONTROL INSPECTION - EACH	3.00	\$200.00	\$600.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$552.00	\$1,104.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$1,470.00	\$1,470.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	4.00	\$250.00	\$1,000.00
21017 - SILT SOCK (8 INCH)- COMPLETE - L.F.	150.00	\$6.90	\$1,035.00
21021 - SILT FENCE - COMPLETE - LF	1330.00	\$3.15	\$4,189.50
21049 - INLET PROTECTION, RIGID FRAM - PROVIDE AND INSTALL - EACH	1.00	\$225.00	\$225.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	1.00	\$50.00	\$50.00
21051 - INLET PROTECTION, RIDGID FRAME - REMOVE - EACH	1.00	\$40.00	\$40.00
21062 - EROSION MATTING, CLASS 1, URBAN TYPE B - S.Y.	3315.00	\$1.78	\$5,900.70
21073 - EROSION MATTING, CLASS II, TYPE C ORGANIC - SY	1225.00	\$5.15	\$6,308.75
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	556.00	\$18.50	\$10,286.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	141.00	\$0.01	\$1.41
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	12.00	\$136.60	\$1,639.20
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	31.00	\$136.60	\$4,234.60
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	29.00	\$157.10	\$4,555.90
50409 - 36 INCH TYPE I RCP STORM SEWER PIPE - L.F.	21.00	\$220.00	\$4,620.00
50413 - 60 INCH TYPE 1 RCP STORM SEWER PIPE - L.F.	48.00	\$372.00	\$17,856.00
50467 - 30 INCH RCP AE - EACH	1.00	\$1,487.00	\$1,487.00
50468 - 36 INCH RCP AE - EACH	1.00	\$1,910.00	\$1,910.00
50472 - 60 INCH RCP AE - EACH	2.00	\$4,132.00	\$8,264.00
50607 - 30 INCH RCP AE GATE - EACH	1.00	\$1,400.00	\$1,400.00
50608 - 36 INCH RCP AE GATE - EACH	1.00	\$1,660.00	\$1,660.00
50612 - 60 INCH RCP AE GATE - EACH	2.00	\$3,480.00	\$6,960.00
50723 - 3'X3' STORM SAS - EACH	2.00	\$4,402.00	\$8,804.00
50724 - 4'X4' STORM SAS - EACH	2.00	\$6,240.00	\$12,480.00
50726 - 6'X6' STORM SAS - EACH	2.00	\$12,121.00	\$24,242.00
50801 - UTILITY LINE OPENING (ULO) - EACH	3.00	\$880.00	\$2,640.00
90001 - CONSTRUCTION FENCING (PLASTIC) - L.F.	280.00	\$8.00	\$2,240.00
90002 - STORM CONTROL - LUMP SUM	1.00	\$1,790.00	\$1,790.00
90003 - BRUSHING - LUMP SUM	1.00	\$1,515.00	\$1,515.00
90004 - NO STRAT AGGRESSIVE SEED MIX - SY	1225.00	\$2.05	\$2,511.25
90005 - INVASIVE REMOVAL MAINTENANCE - EACH	7.00	\$600.00	\$4,200.00
46 Items	Totals		\$283,421.71

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:

SPRECHER ROAD GREENWAY IMPROVEMENT CONTRACT NO. 9430

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

S&L Underground, Inc.

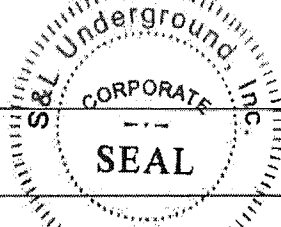
Name of Principal

Ben Larrabee

By

Ben Larrabee, President

Name and Title



1/6/2022

Date

Seal SURETY

Granite Re, Inc.

Name of Surety

Connie Smith

By

Connie Smith, Attorney-in-Fact

Name and Title

12/21/2021

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16492915 for the year 2021/2022, 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.

12/21/2021

Date

Connie Smith

Agent Signature Connie Smith

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

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.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, Its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.


In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

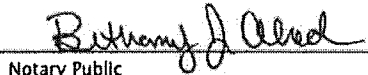


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Notary Public

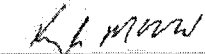
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
11 day of Dec, 2011.





Kyle P. McDonald, Assistant Secretary



SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of February in the year Two Thousand and Twenty-Two between S&L UNDERGROUND, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted FEBRUARY 1, 2022, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

SPRECHER ROAD GREENWAY IMPROVEMENT CONTRACT NO. 9430

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED TWENTY-ONE AND 71/100 (\$283,421.71) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**SPRECHER ROAD GREENWAY IMPROVEMENT
CONTRACT NO. 9430**

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

Countersigned:

S&L UNDERGROUND, INC.

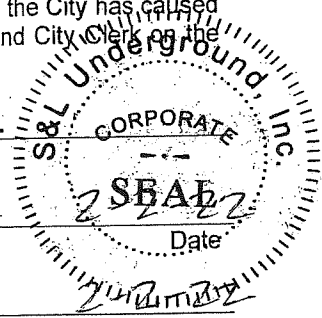
Company Name

Erika Steula 2/2/2022
Witness Date

B. J. J.
President Date

Erika Steula 2/2/2022
Witness Date

Denise
Secretary Date



CITY OF MADISON, WISCONSIN

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

Approved as to form:

Whitney 2/10/22
Finance Director Date

Michael 2/14/22
City Attorney Date

John 2/16/22
Witness Date

[Signature] 2/16/22
Mayor Date

Heather 2-8-22
Witness Date

Maibeth Witzel-Bell 2-8-2022
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **S&L UNDERGROUND, INC.** as principal, and Granite Re, Inc. Company of Minnesota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED TWENTY-ONE AND 71/100 (\$283,421.71)** 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:

**SPRECHER ROAD GREENWAY IMPROVEMENT
CONTRACT NO. 9430**

In Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 2nd day of February, 2022

Countersigned:

Eliot Motu

Witness
Lawrence

Secretary

Approved as to form:

Michael Haas

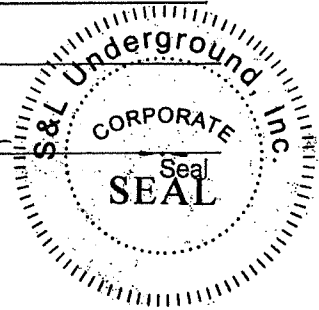
City Attorney

S&L UNDERGROUND, INC.

Company Name (Principal)

B. J. Z...

President



Granite Re, Inc.

Surety Salary Employee Commission Seal

By Eliot Motu
Attorney-in-Fact Eliot Motu

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 19354385 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

02/02/2022
Date

Eliot Motu
Agent Signature Eliot Motu

