

Contract Routing Form

ROUTING: Urgent Rush

printed on: 08/07/2023

Contract between: Drax Inc
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Robin Greenway Storm and Grading

Contract No.: 9333
Enactment No.: RES-23-00532
Dollar Amount: 798,027.85

File No.: 78821
Enactment Date: 08/04/2023

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|-------------------|
| City Clerk | 8.8.23 | 8/8/23 |
| Director of Civil Rights | 8/8/23 | 8/8/23 <i>MSD</i> |
| Risk Manager | 8/9/23 | 8/9/23 <i>mc</i> |
| Finance Director | 8/9/23 | 8/9/23 |
| City Attorney | 8/10/23 | 8/10/23 |
| Mayor | 8/10/23 | 8/14/23 |

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

Original + 2 Copies

08/07/2023 16:56:38 enjls - Grant Pokos 266-4862



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Legislation Details (With Text)

File #: 78821 **Version:** 1 **Name:** Awarding Public Works Contract No. 9333, Robin Greenway Storm and Grading.

Type: Resolution **Status:** Passed

File created: 7/13/2023 **In control:** Engineering Division

On agenda: 8/1/2023 **Final action:** 8/1/2023

Enactment date: 8/4/2023 **Enactment #:** RES-23-00532

Title: Awarding Public Works Contract No. 9333, Robin Greenway Storm and Grading. (District 11)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 9333.pdf, 2. 9333 breakdown.pdf

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--------|--------|
| 8/1/2023 | 1 | COMMON COUNCIL | | |
| 7/19/2023 | 1 | BOARD OF PUBLIC WORKS | | |
| 7/13/2023 | 1 | Engineering Division | Refer | |

Fiscal Note

The proposed resolution authorizes awarding the contract for the Robin Greenway Storm and Grading at a total estimated cost of \$861,870 including contingency. Funding for the project is available in Munis 14412-84-174. No additional appropriation is required.

Title

Awarding Public Works Contract No. 9333, Robin Greenway Storm and Grading. (District 11)

Body

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

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

See attached document (Contract No. 9333) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9333
ROBIN GREENWAY STORM AND GRADING

DRAX, INC.

\$ 798,027.85

Acct. No. 14412-84-174: 54445 (96834)
Contingency 8%±

\$ 798,027.85
63,842.15

GRAND TOTAL

\$ 861,870.00



Demographics

| | | |
|---|---|--|
| Company Name: Philadelphia Indemnity Insurance Company | Short Name: | SBS Company Number: 54219912 |
| NAIC CoCode: 18058 | Country of Domicile: United States | Domicile Type: Foreign |
| State of Domicile: Pennsylvania | Date of Incorporation: 12/31/1980 | NAIC Group Number: 3098 - Tokio Marine Holdings Inc GRP |
| Organization Type: Stock | | Merger Flag: No |

Company Type: Property and Casualty

| | | | |
|--|---|---|--|
| Business Address 3 BALA PLZ E STE 400 BALA CYYNWYD, PA 19004 United States | Mailing Address 3 BALA PLZ E STE 400 BALA CYYNWYD, PA 19004 United States | Statutory Home Office Address 1 BALA PLZ E STE 100 BALA CYYNWYD, PA 19004 United States | Main Administrative Office Address 3 BALA PLZ E STE 400 BALA CYYNWYD, PA 19004 United States |
|--|---|---|--|

Phone, Email, Website

Phone

| Type | Number |
|------------------------|----------------|
| Business Primary Phone | (610) 617-7900 |
| Business Primary Phone | (610) 206-7836 |

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty

| | | |
|---|----------------------------------|--------------------------------|
| Status: Active | Status Reason: | Status Date: 07/31/1986 |
| Effective Date: 08/30/2011 | SBS Legacy Number: 111978 | Expiration Date: |
| Issue Date: 07/31/1986 | Approval Date: | File Date: |
| Articles of Incorporation Received: No | Article No: | COA Number: |
| Business Activities of Members: | | |

Appointments

Show 10 entries

Showing 1 to 3 of 3 entries

| Licensee Name | License Number | NPN | License Type | Line of Authority | Appointment Date | Effective Date | Expiration Date |
|---------------|----------------|---------|---------------------------------|-------------------|------------------|----------------|-----------------|
| DAVID DRUML | 7643916 | 7643916 | Intermediary (Agent) Individual | | 04/07/2020 | 01/13/2023 | 03/15/2024 |
| DAVID DRUML | 7643916 | 7643916 | Intermediary (Agent) Individual | Property | 04/07/2020 | 01/13/2023 | 03/15/2024 |
| DAVID DRUML | 7643916 | 7643916 | Intermediary (Agent) Individual | Casualty | 04/07/2020 | 01/13/2023 | 03/15/2024 |

Line Of Business

| Line of Business | Citation Type | Effective Date |
|--|--|----------------|
| Aircraft | Aircraft | 07/31/1986 |
| Automobile | Automobile | 07/31/1986 |
| Disability Insurance | Disability Insurance | 09/27/1999 |
| Fidelity Insurance | Fidelity Insurance | 08/30/2011 |
| Fire, Inland Marine and Other Property Insurance | Fire, Inland Marine and Other Property Insurance | 07/31/1986 |
| Liability and Incidental Medical Expense Insurance (other than automobile) | Liability and Incidental Medical Expense Insurance (other than automobile) | 07/31/1986 |
| Miscellaneous | Miscellaneous | 07/31/1986 |
| Ocean Marine Insurance | Ocean Marine Insurance | 07/31/1986 |
| Surety Insurance | Surety Insurance | 07/31/1995 |

Contact

| Contact Type | Preferred Name | Name | E-mail | Phone | Address |
|---|----------------|------|--------|-------|--|
| Registered Agent for Service of Process | | * | | | Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703 |

Company Merger

No results found.

Name Change History

| Previous Name | New Name | Effective Date |
|----------------------------------|--|----------------|
| PRESERVER ASSURANCE COMPANY, THE | Philadelphia Indemnity Insurance Company | 06/20/1990 |
| | PRESERVER ASSURANCE COMPANY, THE | 07/31/1986 |

Return completed certificate to:
 City of Madison Engineering
 210 Martin Luther King, Jr. Blvd., Rm. 115
 Madison, WI 53703-3345
 ContractorPrequalification@cityofmadison.com

This Form Must be Completed in its Entirety

Certificate of Insurance



-To-
 City of Madison
 Madison, Wisconsin

This certifies to the Municipality the following described Policies have been issued to the insured named below and are in force at this time.

Name of Insured: Drax, Inc.
 Address: 1213 N. Sherman Ave, Suite 361, Madison, WI 53704

This certificate is furnished to the Municipality to induce the Municipality to take official action and may be relied upon by the Municipality.
 Description of operations insured: _____

| Policies and Insurers | Limits | | Policy Number | Policy Period |
|---|-----------------------|---|---------------|----------------------------|
| Commercial General Liability Zurich American Insurance Company (Insurer) | Each Occurrence | \$ 1,000,000 | GLO694334601 | 10/01/2022 - 10/01/2023 |
| | Aggregate | \$ 2,000,000 | | |
| Business Auto Liability Zurich American Insurance Company (Insurer) | Coverage Symbol | 1 | BAP694334801 | 10/01/2022 - 10/01/2023 |
| | Combined Single Limit | \$ 1,000,000 | | |
| Umbrella Liability American Gurantee and Liability Insurance Company (Insurer) | Occurrence/Aggregate | \$ 5,000,000 | SXS661954001 | 10/01/2022 - 10/01/2023 |
| | Retention | \$ 0 | | |
| Worker's Compensation Zurich American Insurance Company (Insurer) | Employer's Liability | \$ 1,000,000 per Accident | WC694334701 | 10/01/2022 - 10/01/2023 |
| | Statutory (states) | 1,000,000 Policy Limit 1,000,000 Each Employee | | |
| Professional/Other Liability (Insurer) | Per Claim/Other | \$ _____ | | |
| | Aggregate | \$ _____ | | |

The following coverages or conditions are in effect: (MUST BE ANSWERED "YES" FOR APPROVAL)..... YES NO
 The Municipality, its officials, and employees are named on the Commercial General Liability policy(ies) described above as additional insured as respects:
 (a) activities performed for the Municipality by or on behalf of the insured,
 (b) products and completed operations of the Named Insured, and.....
 (c) premises owned, leased or used by the Named Insured.....
 Products and completed operations.....
 The undersigned will mail to the Municipality a written notice within 30 days of cancellation or reduction of coverage or limits.....
 Contractual Liability Coverage applying to this Contract

This certificate is not a policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, terms or conditions of any contractor other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

M3 Insurance Solutions, Inc.
 Agency or Brokerage
828 John Nolen Drive, Madison, WI 53713
 Address/City/State/Zip Code

Cassie Trojanowski
 Name of Contact Person
608-288-2850
 Telephone Number FAX Number

Zurich North America
 Insurance Company
Cassie Trojanowski
 Authorized Signature*

10/03/2022
 Date

*NOTE: Authorized signature may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If the insurance is brokered, the authorized signature must be that of official insurance.

\$798,027.85
FILE COPY

BID OF DRAX, INC

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ROBIN GREENWAY STORM AND GRADING

CONTRACT NO. 9333

PROJECT NO. 14412

MUNIS NO. 14412

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON AUGUST 1, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

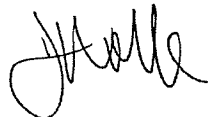
**ROBIN GREENWAY STORM AND GRADING
CONTRACT NO. 9333**

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This Proposal, and Agreement have
been prepared by:

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



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

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: | ROBIN GREENWAY STORM AND GRADING |
| CONTRACT NO.: | 9333 |
| SBE GOAL | 8% |
| BID BOND | 5% |
| SBE PRE BID MEETING | See Pre Bid Meeting info below |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 7/6/2023 |
| BID SUBMISSION (2:00 P.M.) | 7/13/2023 |
| BID OPEN (2:30 P.M.) | 7/13/2023 |
| PUBLISHED IN WSJ | 6/29/2023 & 7/6/2023 |

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 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
ROBIN GREENWAY STORM AND GRADING
CONTRACT NO. 9333

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 20708, 90002, 90009 and 90010.

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to improve approximately 34,500 sq ft of greenway area including but not limited to clearing & grubbing, brushing, grading, erosion control, riprap, soil matting, storm sewer & box culvert improvements, riprap, adding maintenance access 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 plan quantity, unless noted otherwise in the special provisions. Bid items that are not used may be eliminated.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Private utilities exist in the right of way and easements. 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.

COORDINATION WITH MG&E

MG&E may need to replace the gas main and service within project limits. It is anticipated that new gas mains will be installed along the west side of Orchard Drive. The Contractor shall allocate time and space for MG&E to do their work. The Contractor shall coordinate with MG&E gas crews and shall help provide direction on areas of the project to prioritize. The Contractor can coordinate MG&E gas work with Sara Kearns (WorkPlans@mge.com) and Roger Ahles (rahles@mge.com).

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

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

The Contractor shall attend a pre-construction meeting prior to the start of construction. The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, fences, retaining walls, existing utilities, concrete curb, sidewalk, asphalt pavement and other facilities that are in the area to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications. The Contractor shall use care around all existing trees that are to remain. No trees that are to be preserved shall be cut without the approval of the Engineer. The Contractor shall protect and not disturb vegetation located outside of the limits of disturbance. Orange construction fence and silt fence is noted on the plans to help protect some areas outside of the limits during construction. It shall be the contractor's responsibility to understand where the limits of disturbance are located

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. An area is shown on the northeast side of the site within the limits of disturbance where the contractor may stage equipment, stockpile and store materials. This area shall be restored when construction is complete.

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

SECTION 105.13 ORDER OF COMPLETION

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

SECTION 105.7 CONTRACT DOCUMENTS

The Contractor shall submit the following documents prior to beginning work on any of the associated activities. Once approved by the Project Engineer, these submittals shall be considered contract documents, to which the Contractor shall adhere. Additional submittal requirements are listed within Article descriptions or individual bid items.

- TREE CLEARING AND GRUBBING SUBMITTAL (BID ITEMS 20401 & 20406)

SECTION 107.13 TREE PROTECTION

All existing trees on both public and private shall be protected. Tree protection shall be considered incidental to this contract. Any damage to trees including injury to roots, trunks or branches, bark or tree wounding, soil compaction that degrades the function of roots may be determined by the Engineer as damage subject to fine or liquidated damages. Temporary fencing has been specified on plans to minimize impacts to trees. The Contractor may install additional temporary fencing to protect individual trees from damage. Additional temporary fencing for tree protection beyond quantities specified in this contract shall be incidental to this contract.

When encountering roots, the Contractor shall be cleanly cut with lopping shears, chainsaw, sawzall or other means that provide a clean cut. Exposed roots shall be covered as soon as excavation is complete. The Contractor shall not rip or pull roots out wards the trunk of a tree while excavating with a backhoe. The use of a backhoe to clean cut roots is NOT acceptable.

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 travel lanes and bike lanes on Robin Pkwy, Gregg Rd, St Croix Ln, and Mineral Point Rd shall be kept open to all traffic at all times 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. Orchard Dr may be closed to thru traffic for up to 4 calendar days to allow for construction but shall remain open to two-way traffic outside of that time frame. The Contractor shall provide and maintain in safe and adequate condition temporary approaches, crossings and intersections with roads and necessary driveways. The Contractor shall bear all the expense of maintaining traffic over sections of streets adjacent to the project that may be impacted during mobilization, staging, construction, hauling and any other aspect of construction of this project. The Contractor is to create any traffic control plans necessary to complete construction along with recognizing and obtaining any traffic control approvals necessary.

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

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times.

Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract. Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

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

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 608-266-6585 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
- City of Madison Tree Removal Permit

The City of Madison has obtained an Erosion Control Permit and authorization for the City Clerk to issue a permit for tree removal in accordance with City of Madison General Ordinance 10.101 Regulation of Tree Trimming, Pruning and Removal within the Public Right of Way of any Street, Alley, Highway or Greenway. The tree removal permit MUST BE OBTAINED BY THE CONTRACTOR from the City Clerk's office. A copy of authorization for the permit is included in Appendix C Permits.

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 August 14, 2023, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice that was sent to the Contractor. Construction work shall be carried out at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

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

SECTION 109.7 TIME OF COMPLETION

The Contractor shall begin work on or around AUGUST 14, 2023 or when ground is dry enough to begin. Regardless of the start date, all work shall be completed on or prior to DECEMBER 31, 2023.

SECTION 110.1: MEASUREMENT OF QUANTITIES

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

BID ITEM 10911 – MOBILIZATION

DESCRIPTION

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

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

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

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

Cut and fill quantities were calculated using the difference of the existing and proposed surfaces of the digital terrain models. The finished proposed surface model used in the calculations includes the

additional excavation required for placing four (4) inches of topsoil, the additional excavation for the 13 inches 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 three (3) inches of topsoil stripping. Unless there are significant revisions to the design, the plan quantity shall be the final amount for payment. No expansion or shrinkage factors have been or will be applied to the earthwork quantities. Three-dimensional CAD files containing the digital terrain models used for the earthwork calculations are available. Calculations assumed excavation of three (3) inches of existing topsoil, and placement of four (4) inches of proposed topsoil. This bid item includes stripping of topsoil in the excavation quantity and calculation. Stripping and stockpiling of topsoil is incidental to this bid item. Contractor can reuse additional topsoil greater than four (4) inches to meet grade in areas other than maintenance access areas, and any other structural areas.

- Total Cut:
 - 3" Topsoil Stripping 864.00 CUYD
 - Anticipated Subsurface Cut 273.00 CUYD
 - 591.00 CUYD

- Total Fill
 - Site Grading: 1712.00 CUYD
 - Topsoil Placement (Bid Item 20221) (Includes Topsoil for Channel Repair) 952.00 CUYD
 - (Additional 10% Added to Account for Field Variability of existing 3" Strip): 366.00 CUYD
 - Heavy Duty Riprap Placement (Bid Item 20236)(2148 SQFT X 2 FT): 159.00 CUYD
 - Access Road Aggregate (Bid Item 40102) (7638 SQFT x 0.83 FT): 235.00 CUYD

Topsoil placement was calculated as the limits of disturbance multiplied by 4". Some areas outside of the slope intercept line and inside the limits of disturbance may not end up being disturbed and require topsoil removal or placement

It is estimated that a minimum of ~ 366 cubic yards of topsoil and 952 cubic yards of subsoil shall be made available for fill. Suitable materials (to be determined by the Engineer) may be re-used as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is incidental in this bid item.

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 four (4) inches of topsoil has been included in the excavation quantity. Topsoil segregation, temporary stockpiling, and redistribution over disturbed areas, shall be paid under Bid Item 20221 – Topsoil.

Additional excavation required for the box culvert and storm sewer is incidental to those bid items. The Fill volume shown in the bid quantity may be found lower in the field. The void space created by these items is not included in these quantities.

Concrete curb and gutter, concrete sidewalk, concrete driveway aprons and pavements damaged or dislocated in line or elevation or both by the Contractor in the work of excavating, filling, rolling and grading shall be replaced by the Contractor immediately per the City of Madison Standard Specifications, at the Contractor's expense and incidental to this bid item. The Contractor shall operate equipment in such a manner that equipment tires or tracks do not discolor, mark, and damage existing curb and gutter, sidewalk or pavements.

This contract has been written so that the contractor shall take any possible field excavation cut discrepancies in quantities under 10% difference into account with their submitted bid. The contractor bidding shall take note and bid accordingly that No changes to this quantity shall be approved during construction unless there are significant revisions to the design that result in (>10%) increase or decrease

in quantity. This is not limited and includes minor differences in additional topographic surveys that may arise, earth movement, sediment build up, erosion, organics, design calculations and shrink/swell.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20202 – 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 four (4) inches unless otherwise shown on plans. The channel repair area shown on the plans shall receive an average of twelve (12) inches of topsoil. All salvaged topsoil shall be stored in an appropriate manner, which includes storing the material in an upland area and surrounding the stockpile with silt fence or silt sock. In cut sections, if over-excavation is required to place adequate topsoil thickness, excavation for topsoil shall be considered to be incidental to this Bid Item.

From the borings taken on this site, It is assumed that the site will average three (3) inches of existing topsoil over the existing limits of disturbance. It is estimated that ~273 cubic yards of topsoil shall be made available through Excavation Cut and ~ 366 cu yd of a minimum four (4) inches topsoil shall be distributed on-site through BID ITEM 20221-Topsoil. The area of topsoil to be spread was calculated from the limits of disturbance outside of the channel repair area, laydown area, riprap, street and sidewalk areas x 4 inches (2192 sq yd x 4"=243cuyd) . This estimated quantity also includes an additional 12 inches average topsoil for the channel repair area (270 sq yd x 12" = 90 cu yd). An additional 10% (33 cu yd) was included in the fill quantity under excavation cut to account for possible field variability of the existing three 3 inches strip depth and additional 10% area of 246 sq yd was added to this quantity account for any additional topsoil that may be needed . Offsite topsoil locating and hauling required for this site shall be included in this unit price. No additional extra compensation will be allowed for off-site topsoil.

If insufficient quantities of topsoil are available at this site, or the available material is unacceptable, the Contractor shall import topsoil from a suitable location. No additional compensation shall be paid for imported material; it is considered incidental to this bid item.

METHOD OF MEASUREMENT

Topsoil shall be paid per Square Yard of material based on Plan Quantity without measurement thereof. No expansion or shrinking factors have been or will be applied to this quantity. The Plan Quantity

measured is described above in the description. The Contractor shall note the square yard quantities reflected in the proposal page incorporate 2192 square yards of topsoil at 4 inches at 270 square yards of topsoil at 12 inches.

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 20217 – CLEAR STONE

DESCRIPTION

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

BID ITEM 20251 – 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 to a depth of 24 inches, unless otherwise stated. The material shall be underlain with Type HR filter fabric – which shall be paid separately under BID ITEM 20241-RIPRAP FILTER FABRIC, TYPE HR.

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

place stone as defined in the plan set and these Special Provisions. **BID ITEM 20401 and 20406 – CLEARING AND GRUBBING**

DESCRIPTION

Work under these items consists of all equipment, materials, labor and incidentals required for the clearing, grubbing, removal and disposal of individual trees over four (4) inches in diameter as shown on the drawings and identified in Attachment B: SURVEY TREE LIST FOR REMOVAL. This may also include any additional trees over four (4) 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 four (4) inch diameter at breast height or greater at the time of the tree survey. The tree survey was conducted in 2022. Tree diameter measurement shall be per the 2022 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 less than four (4) inches and not identified in Appendix B shall be removed under bid item 90001- BRUSHING.

All clearing and grubbing shall be overseen by an ISA certified arborist. The Contractor shall provide the name and license number of the certified arborist who will be overseeing the project. Tree clearing shall be gentle, and carefully performed to minimize damage to the existing ground layer, adjacent trees, and to minimize soil compaction and erosion. Equipment for tree clearing shall be selected to least cause soil erosion and compaction. Preferred methods for tree removal include climbing, and removal with low pressure equipment such as Spider-lifts. Low pressure bucket trucks shall be allowed with approval from the Engineer. The Contractor shall submit the methodology for all tree removals, including timing, equipment, temporary stockpiling, to the Engineer prior to starting construction.

The Contractor to note that trees (1679, 1692, 1694, 1695, 1696, 1697) have been identified as no grubbing. However, they shall be treated for resprouts with an appropriate tree stump herbicide based on tree species.

Black Locusts

For all Black Locust trees, the Contractor shall apply a combination on 80% penetrating oil, 20% triclopyr, 3% aminopyralid to stumps prior to grubbing. The Contractor shall follow the recommendations by the University of Wisconsin Extension.

<https://cdn.shopify.com/s/files/1/0145/8808/4272/files/A3924-17.pdf>

Herbicide application shall be applied within one hour of cutting stump of black locust trees.

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

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

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

- Proposed application methods and timing
- Qualifications of personnel as highlighted in the section below

Herbicide application shall be applied by a Commercial Certified Pesticide Applicator. All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

The Contractor shall grub stumps from Black Locust after a minimum of three days, to allow the herbicide to be absorbed by the tree.

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

Work for all trees under four (4) inch diameter per the tree survey, shrubs, brush, windfalls, stumps, logs and other vegetation with project limits shall be incidental to bid item 90001 - Brushing bid item.

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

CONSTRUCTION METHODS

Contractor shall mark the trees to be removed in the field and shall review the individual trees to be removed with the Construction Engineer prior to removing them. The construction Engineer may designate certain trees near or within the intercepts to be saved or protected. Such trees shall be clearly marked in the field. A list of surveyed trees over four (4) inches in diameter is available in Appendix B.

BID ITEM 20708- WOODLAND SEEDING

DESCRIPTION

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

Dormant native seeding shall occur between October 15 and December 31, 2023 to allow for stratification, see Article 207 of the standard specification for seeding information.

Submit additions or substitutions and final mix to the Engineer for approval. The Engineer shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

These species shall be seeded prior to installation of any erosion matting.

The Contractor shall contact the Engineer for approval of grading prior to seeding and matting.

METHOD OF MEASUREMENT

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

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

DESCRIPTION

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

300 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 as shown on the plans in accordance with the City of Madison Standard Specifications for Public Works Construction.

BID ITEM 50501 – 4' x 6' PRECAST REINFORCED CONCRETE BOX CULVERT

DESCRIPTION

This section describes construction of 343' of 6' span x 4' rise Precast reinforced concrete box culvert crossing Orchard Drive and within Robin Greenway at the lengths and locations specified on the plan set and as specified here and in the Standard Specifications. This includes all work, materials, equipment and incidentals required for the box culvert installation.

A box culvert structural design is required for this bid item and shall be provided and stamped by a Professional Engineer. The box culvert design and fabrication shall be in accordance with the Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD, ASTM C1577 – 19 and AASHTO LRFD Specifications, using the controlling cover depth along the profile of the box. The box shall be manufactured, provided, and installed with the appropriate amount of reinforcing steel, as specified in the structural design. This special provision specifies the dimensions and structural design standards required for this box culvert.

This item includes all excavation, hauling and stockpiling required for installation of the box culvert and all necessary removal and disposal of excess trench excavation, off site at a location to be provided by the Contractor if required. All trench backfill required for the box culvert is incidental to this bid item.

All bends in the box culvert and storm sewer connections to the box culvert are incidental to this bid item with no further payment.

Per the Standard Specification the culvert shall be undercut 1' (incidental to this bid item) and backfilled with 12" of 3" clear stone (incidental to this bid item) with WDOT Type HR Filter Fabric (incidental to this bid item). Excavation and bedding shall extend 1' beyond culvert outer wall.

The Contractor shall be responsible for coordinating delivery of the box culvert sections, unloading, and other incidentals associated with the installation.

The Contractor shall abide by the following guidelines when installing the box culverts:

- 1) The subgrade for the boxes shall have Type HR Filter Fabric (Incidental to the bid item) placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes. Excavation and bedding shall extend 1' beyond the outer walls of the box culvert.

- 2) A one (1) foot thick layer of three (3) inch clear stone shall be placed on the geotextile as bedding stone. Three (3) inch clear stone for box culvert bedding is incidental to the price of box culvert installation.
- 3) All trench backfill required, box culvert bends and storm sewer connections to the box culvert are incidental to this bid item.
- 4) The joints of the box culvert shall be sealed per City of Madison Standard Specification 503.3. Joint sealing shall be included in the price of this bid item.

METHOD OF MEASUREMENT

Precast Reinforced Concrete Box Culvert shall be measured by the linear foot for box culvert acceptably provided and installed

BASIS OF PAYMENT

Precast Reinforced Concrete Box Culvert, as measured above, shall be paid at the contract price and be considered full compensation for all work, equipment, materials, and incidentals required to complete the work as described above

BID ITEM 90000 – STORMWATER CONTROL

DESCRIPTION

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90001 - BRUSHING

DESCRIPTION

Work under this item includes all equipment, materials, labor, and incidentals necessary to remove and dispose of all trees under four (4) inches in diameter including shrubs, brush, windfalls, branches, stumps, fallen logs and other vegetation located within the project limits of disturbance as shown on the drawings. Removal of trees larger than four (4) inches in diameter shall be paid under the bid items for Clearing and Grubbing. The Tree survey was conducted in 2022. Tree diameter measurements shall be per the 2022 tree survey findings. Trees that were measured under four (4) 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 (5) inches from the time of the tree survey to the time of removal.

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

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

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

All black locust sprouts should be cut and treated with 80% penetrating oil, 20% triclopyr and 3% aminopyralid. For all Black Locust trees, the Contractor shall apply a combination on 80% penetrating oil, 20% triclopyr, 3% aminopyralid to stumps prior to grubbing. The Contractor shall follow the recommendations by the University of Wisconsin Extension.

<https://cdn.shopify.com/s/files/1/0145/8808/4272/files/A3924-17.pdf>

The Contractor shall grub stumps from Black Locust after a minimum of three days, to allow the herbicide to be absorbed by the tree.

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

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

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

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

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

METHOD OF MEASUREMENT

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

BID ITEM 90002 – NO ROOT CUT

DESCRIPTION

Work under this bid item shall include all work, materials, equipment and incidentals necessary to complete root cutting following this bid item. The Contractor shall contact the city's hired arborist Tree Health Management to monitor the below ten (10) trees during construction.

Trees:

- Tree Tag 1600 – 18" shagbark hickory
- Tree Tag 1617 – 21.5" shagbark hickory
- Tree Tag 1587 – 40" black oak
- Tree Tag 1667 – 18" black walnut
- Tree Tag 1564 – 34" bur oak
- Tree Tag 1565 – 17.5" black walnut
- Tree Tag 1568 – 19" black walnut
- Tree Tag 1537 – 40" black oak
- Tree Tag 1536 – 11" American elm
- Tree Tag 1720 – 10" American elm

The intent of this design is to prevent damage to trees that are not marked for removal within the greenway. It is recognized that grading operations and root cutting of some trees will need to occur within 5-10 feet of trees in order to complete work, and care must be taken in these areas.

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

Prior to construction, the Contractor shall contact Tree Health Management (phone: 608-223-9120; email: info@treehealthmgmt.com) to discuss root protection for trees marked No Root Cut. Trees marked as No Root Cut on the plans shall not have grading completed within an arborist-defined radius without a Tree Health Management on site. Tree Health Management will define tree protection zones, and provide detailed instructions as to how to protect the trees throughout the project.

The Contractor shall not grade within the no root cut radius without Tree Health Management on site unless given permission from Tree Health Management. Tree Health Management may root prune and seal wounds of trees if necessary to minimize impacts to the tree from construction activities.

The Contractor shall pay \$500 for each instance that they grade within the no root cut radius offset without the City-hired arborist on-site, or without consent from the City-hired arborist. The Contractor shall

pay \$500 for each no root cut tree where the Contractor completes work that is contrary to the City-hired arborist official recommendations.

Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut—not jagged or ripped. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

METHOD OF MEASUREMENT

Root Cutting shall be measured per each tree that is marked with no root cut on the plans.

BASIS OF PAYMENT

Root Cutting shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above regardless of the degree of difficulty per given location.

BID ITEM 90003 – REMOVE/RELOCATE EXISTING STONE AND CHANNEL ARMORING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to remove and relocate any glacial erratics over 12" in diameter found within the project limits. Glacial erratics discovered during construction over 12" shall not be buried. They shall be stockpiled and placed throughout the finished site at the direction of the City of Madison's Landscape Architect.

Also, work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to remove any concrete and sideslope armoring found within the project limits. This material 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.

METHOD OF MEASUREMENT

Remove/Relocate Existing Stone and Channel Armoring shall be measured as a Lump Sum for all completed work described above throughout construction.

BASIS OF PAYMENT

Remove/Relocate Existing Stone and Channel Armoring shall be paid at the contract unit price, which shall be considered full compensation for all work as provided in the description

BID ITEM 90004 – CONSTRUCTION SURVEYING

DESCRIPTION

The Contractor shall be responsible for all surveying and staking required for layout, construction and accurate completion of the project in accordance with the plans or any field changes directed by the Engineer. This includes staking all objects shown in the plans, limits, lines, contours, bid items, additional control, and grades required for construction of the project. An AutoCAD (.dwg) file will be provided by the City upon request after a bid is selected and prior to construction. The Contractor shall be responsible

for configuring the file to a usable format in order to create nodes, alignments, or other useful data to facilitate surveying and staking.

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90005 – TRUEGRID PRO PLUS PERMEABLE PAVERS

DESCRIPTION

Work under this item shall include all labor, materials, equipment, and incidentals necessary to provide and install the Truegrid paver system on the maintenance access where called out in the plans. The paver system shall be Truegrid Pro Plus Permeable Pavers (or equal). All materials shall be installed in accordance with manufacturer specifications and recommendations. The Truegrid pavers shall be placed in the topsoil section on the maintenance access where called out on the plans. The base course below the paver shall be placed and compacted before the Truegrid Pro Plus Permeable Pavers are set. The pavers shall be set in the bottom section of the topsoil just above basecourse. All additional materials required by the manufacture's specifications shall be considered incidental to this bid item.

CONSTRUCTION METHODS

The Truegrid Pro Plus Permeable Pavers (or equal) shall be installed in accordance with the manufacturer's recommendations where called out on the plans and above the base course and within the topsoil section.

METHOD OF MEASUREMENT

The Truegrid Pro Plus Permeable Pavers (or equal) shall be measured by the square yard, in place.

BASIS OF PAYMENT

Truegrid Pro Plus Permeable Pavers (or equal) shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals necessary to provide, store and place the Truegrid Pro Plus Permeable Pavers in accordance with the Standard Specifications and supplier's recommendations to complete the work as described above.

BID ITEM 90006 – TEMPORARILY REMOVE, SALVAGE AND REINSTALL CHAIN LINK FENCE

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials and incidentals necessary to remove, salvage, store, protect, and reinstall in kind the existing black chain link fence from the southeast side of 333 Orchard Drive. This fence is to be temporarily removed for grading to occur in these areas to raise the grade and better connect with the greenway. If any of the fencing components need to be replaced to work with new slopes it shall be replaced by the Contractor at no cost to the City and incidental to this bid item. If any of the fencing is damaged during removal or storage, it shall be replaced by the Contractor at no cost to the City and incidental to this bid item. Prior to removal of the fence the Contractor shall coordinate with the land owner on timing.

Once grading is complete the fence that was removed shall be returned to its same horizontal location in the same condition and structural integrity as before it was removed. The existing fence is a four (4) foot high tall black residential grade chain link fence. The posts and top rail are 0.055" tubing. The wire is a 9 gauge finished mesh. The posts are spaced ten (10) foot on center with no in ground concrete reinforcement, the posts were all driven in place.

The Contractor shall reinstall the railing and mesh in a manner that creates a smooth contiguous fence, and does not damage the portions of fence that are not removed for the project.

METHOD OF MEASUREMENT

Remove, Salvage and Reinstall Black Chain Link Fence shall be measured by linear foot, acceptably installed.

BASIS OF PAYMENT

Remove, Salvage and Reinstall Black Chain Link Fence shall be measured as described above and shall be paid for at the contract unit price, which shall be considered full compensation for removing, storing, and reinstalling the fence, posts and railings, including all equipment, tools, labor and incidentals necessary to complete the work as set forth in the description. Any replacement of damaged fence sections, sections that need to be replaced and parts shall be incidental to this bid item.

BID ITEM 90007 – CULVERT WINGWALL RAILINGS

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to construct and install railings along culvert headwalls and wingwalls on the upstream section of the Box Culvert per the City of Madison's Standard Detail Drawing 5.5.3.

METHOD OF MEASUREMENT

Culvert Wingwall Railings shall be measured per linear foot acceptably completed.

BASIS OF PAYMENT

Culvert Wingwall Railings, as measured above, shall be paid at contract price, which shall be full compensation for all work, materials, labor, painting, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90008 – SWALE SEED MIX

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place Swale 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. Dormant native seeding shall occur between October 15 and December 31, 2023 to allow for stratification, see Article 207 of the standard specification for seeding information.

The native mix shall be as listed below.

Dormant native seeding shall occur between October 15 and December 31, 2023 to allow for stratification, see Article 207 of the standard specification for seeding information.

Submit additions or substitutions and final mix to the Engineer for approval. The Engineer shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

The Contractor shall add the Swale Seed Mix as described in this bid item in areas as shown on the vegetation plan. Note: The Swale Seed Mix shall be placed at a rate of 2.5 lbs/ac in addition to a Seed Oats nurse crop placed at a rate of 20 lbs/acre. The oats cover crop shall be incidental to the Swale Seed Mix bid item. Winter wheat shall not be allowed.

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.

| Common Name | Scientific Name | Quantity (Oz. PLS) | |
|----------------------------|---------------------------------|--------------------|--|
| Cool-season grasses | | | |
| Blue Joint Grass | <i>Calamagrostis canadensis</i> | 0.91 | |
| Virginia Wild Rye | <i>Elymus virginicus</i> | 26.97 | |
| Fowl Manna Grass | <i>Glyceria striata</i> | 2.12 | |
| Cool-season sedges | | | |
| Yellow Fox Sedge | <i>Carex annectens</i> | 1.26 | |
| Bebb's oval sedge | <i>Carex bebbii</i> | 5 | |
| Crested Sedge | <i>Carex cristatella</i> | 0.98 | |
| Field oval sedge | <i>Carex molesta</i> | 2.27 | |
| Woolly Sedge | <i>Carex pellita</i> | 0.4 | |
| Lance-fruited oval sedge | <i>Carex scoparia</i> | 1.35 | |
| Common Fox Sedge | <i>Carex stipata</i> | 3.33 | |
| Brown Fox sedge | <i>Carex vulpinoidea</i> | 3.4 | |
| Dark-green Bulrush | <i>Scirpus atrovirens</i> | 0.74 | |

| Warm-season grasses | | | |
|----------------------------|-------------------------------------|-------|--|
| Big Bluestem | <i>Andropogon gerardii</i> | 65.34 | |
| Switchgrass | <i>Panicum virgatum</i> | 7.08 | |
| Prairie Cordgrass | <i>Spartina pectinata</i> | 4.69 | |
| Legumes | | | |
| Milk Vetch | <i>Astragalus canadensis</i> | 3.33 | |
| White Wild Indigo | <i>Baptisia alba</i> | 1.67 | |
| Showy Tick Trefoil | <i>Desmodium canadense</i> | 2.57 | |
| Forbs | | | |
| Nodding onion | <i>Allium cernuum</i> | 1.69 | |
| Canada Anemone | <i>Anemone canadensis</i> | 0.35 | |
| Swamp Milkweed | <i>Asclepias incarnata</i> | 2.36 | |
| Common Milkweed | <i>Asclepias syriaca</i> | 1.42 | |
| Tall Coreopsis | <i>Coreopsis tripteris</i> | 0.61 | |
| Shootingstar | <i>Primula media</i> | 0.09 | |
| Rattlesnake Master | <i>Eryngium yuccifolium</i> | 2.27 | |
| Joe Pye Weed | <i>Eupatorium maculatum</i> | 0.3 | |
| Grass-leaved Goldenrod | <i>Euthamia graminifolia</i> | 0.16 | |
| Bottle Gentian | <i>Gentiana andrewsii</i> | 0.2 | |
| Sneezeweed | <i>Helenium autumnale</i> | 2.18 | |
| Alumroot | <i>Heuchera richardsonii</i> | 0.02 | |
| Meadow blazingstar | <i>Liatris ligulistylis</i> | 0.57 | |
| Prairie Blazingstar | <i>Liatris pycnostachya</i> | 1.03 | |
| Cardinal Flower | <i>Lobelia cardinalis</i> | 0.03 | |
| Great Blue Lobelia | <i>Lobelia siphilitica</i> | 0.57 | |
| Wild Bergamot | <i>Monarda fistulosa</i> | 0.81 | |
| Stiff Goldenrod | <i>Oligoneuron rigidum</i> | 1.38 | |
| Common Mt. Mint | <i>Pycnanthemum virginianum</i> | 0.51 | |
| Black-eyed Susan | <i>Rudbeckia hirta</i> | 0.62 | |
| Sweet Coneflower | <i>Rudbeckia subtomentosa</i> | 2.63 | |
| Mad-dog Skullcap | <i>Scutellaria lateriflora</i> | 0.44 | |
| Riddell's goldenrod | <i>Solidago ridellii</i> | 0.61 | |
| Meadowsweet | <i>Spirea alba</i> | 0.11 | |
| Smooth Blue Aster | <i>Symphyotrichum laeve</i> | 1.03 | |
| Panicked aster | <i>Symphyotrichum lanceolatum</i> | 0.18 | |
| New England Aster | <i>Symphyotrichum novae-angliae</i> | 0.86 | |

| | | | |
|-------------------|---------------------------------|------|--|
| Purple Meadow Rue | <i>Thalictrum dasycarpum</i> | 0.51 | |
| Ohio Spiderwort | <i>Tradescantia ohiensis</i> | 1.06 | |
| Blue Vervain | <i>Verbena hastata</i> | 1.22 | |
| Ironweed | <i>Vernonia fasciculata</i> | 1.18 | |
| Culver's Root | <i>Veronicastrum virginicum</i> | 0.14 | |
| Golden Alexanders | <i>Zizia aurea</i> | 2.57 | |

These species shall be seeded either before or after the cover crop, prior to installation of any erosion matting.

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

The Contractor shall contact the Engineer for approval of grading prior to seeding and matting.

METHOD OF MEASUREMENT

Swale Seed Mix shall be measured by plan square yard as listed on the proposal page, including installation of annual cover crop

BASIS OF PAYMENT

Swale 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 90009 – BROWN FOX SEDGE SEED

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place Brown Fox Sedge (*Carex vulpinoidea*) seed over the entire access path as shown on plans and as defined in these special provisions and in accordance with Part Two of the City of Madison Standard Specifications for Public Works Construction.

The Contractor shall add the Brown Fox Sedge seed as described in this bid item in areas as shown on the vegetation plan. Note: The Brown Fox Sedge seed shall be placed at a rate of 2.5 lbs/ac in addition to an annual winter wheat nurse crop placed at a rate of 20 lbs/acre. Seed mix shall be placed after October 15th for dormant seeding.

If seeding prior to October 15th h sow *only* annual oats at a rate of 90 lbs/acre. After October 15th sow the Brown Fox seed into the cover crop.

The oats and/or winter wheat cover crop shall be incidental to the Brown Fox Sedge seed bid item.

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.

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

METHOD OF MEASUREMENT

Brown Fox Sedge Seed shall be measured by plan square yard as listed on the proposal page, including installation of annual cover crop

BASIS OF PAYMENT

Brown Fox Sedge Seed 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 90010 – REMOVE EXISTING CONCRETE HEADWALL AND CHAIN LINK FENCE

DESCRIPTION

Work under this item shall include all work, material and incidentals necessary to remove the existing culvert concrete headwalls and chain link fence along Orchard Drive. This item includes but is not limited to all required sawcutting of the existing structure, removal of material, stockpiling as needed, hauling away of reinforced concrete, chain link fence, and any other material associated with the headwall and fence structure. This includes disposal of material offsite. Contractor is responsible for determining a suitable off-site disposal location and paying all fees associated with disposal as part of this bid item.

METHOD OF MEASUREMENT

Remove Existing Concrete Headwall and Chain Link Fence shall be measured as a Lump Sum for all removal, hauling and disposal of material.

BASIS OF PAYMENT

Remove Existing Concrete Headwall and Chain Link Fence is measured as described above, will be paid at the contract price and shall be considered full compensation for all work, materials, disposal and incidentals to complete the work as explained in the description above.

BID ITEM 90011 – RELOCATE WATER MAIN

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate 6-inch water main to avoid conflicts with the proposed storm sewer construction. This work shall include, but be not limited to, installation of new water main to go beneath or around (offset from) proposed storm sewer. The work will include new joints, 6-inch water main, and other materials to complete the work as noted on the plans.

Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the Standard Specifications. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

Prior to any direct or related work, contact Jeff Belshaw (jbelshaw@madisonwater.org, (608) 261-9835) for coordination of inspection.

METHOD OF MEASUREMENT

Measured as a lump sum for all materials and labor as described on the plans and in these specifications.

BASIS OF PAYMENT

Paid for at the full contract unit price upon satisfactory completion of the work.

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE 9333 – ROBIN GREENWAY

CONTRACT NO. 9333

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 - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 0 through 0 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of Drax Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of DE of the City of Madison, State of WI; 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.

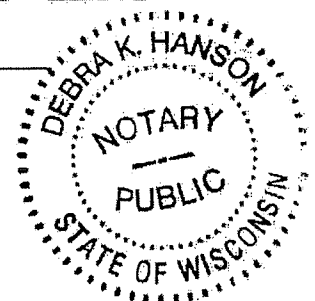
Scott J.
SIGNATURE

Manager
TITLE, IF ANY

Sworn and subscribed to before me this 11th day of July, 2023

Debra K. Hanson
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 9-22-25

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



Contract 9333 – Drax, Inc.

Section F: Best Value Contracting (BVC)

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

Method of Submittal for BVC (click in box below to choose) *
I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

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

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

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

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

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

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

CONTRACT NO. 9333

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: | Drax Inc |
| Address: | 1213 Sherman Ave #361 Madison, WI |
| Telephone Number: | 6088198298 |
| Fax Number: | 6082377014 |
| Contact Person/Title: | Scott Langum/Manager |

Prime Bidder Certification

| | |
|----------|--------------|
| Name: | Scott Langum |
| Title: | Manager |
| Company: | Drax Inc |

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

Andrew Langum

Witness' Signature

7.12.23

Date

scott langum

Bidder's Signature

CONTRACT NO. 9333

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|-------------------------|-----------------------|
| Bullet Transportation | Trucking | 4.1 % |
| Burse Survey | Survey | .2 % |
| Double D Landscaping | Landscaping & Plantings | 3.9 % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal SBE who are NOT suppliers: | | <u>8.2 %</u> |

SBE Subcontractors Who Are Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|--------------------|--------------------------------|
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal Contractors who are suppliers: | <u>0</u> % x 0.6 = | <u>0</u> % (discounted to 60%) |

Total Percentage of SBE Utilization: 8.2 %.

ROBIN GREENWAY STORM AND GRADING

CONTRACT NO. 9333
 DATE: 7/13/23

Drax, Inc.

| Item | Quantity | Price | Extension |
|---|----------|-------------|-------------|
| Section B: Proposal Page | | | |
| 10701 - TRAFFIC CONTROL - LUMP SUM | 1.00 | \$2,000.00 | \$2,000.00 |
| 10911 - MOBILIZATION - LUMP SUM | 1.00 | \$28,000.00 | \$28,000.00 |
| 20101 - EXCAVATION CUT - C.Y. | 864.00 | \$12.00 | \$10,368.00 |
| 20202 - FILL BORROW - C.Y. | 454.00 | \$5.00 | \$2,270.00 |
| 20217 - CLEAR STONE - TON | 105.00 | \$34.00 | \$3,570.00 |
| 20219 - BREAKER RUN - TON | 37.00 | \$26.00 | \$962.00 |
| 20221 - TOPSOIL - S.Y. | 2708.00 | \$6.00 | \$16,248.00 |
| 20251 - HEAVY RIPRAP- GLACIAL FIELDSTONE - TON | 322.00 | \$150.00 | \$48,300.00 |
| 20256 - RIPRAP FILTER FABRIC, TYPE HR - S.Y. | 1306.00 | \$5.00 | \$6,530.00 |
| 20302 - SAWCUT CONCRETE FULL DEPTH - L.F. | 30.00 | \$10.00 | \$300.00 |
| 20312 - REMOVE CATCH BASIN - EACH | 3.00 | \$1,000.00 | \$3,000.00 |
| 20322 - REMOVE CONCRETE CURB & GUTTER - LF | 61.00 | \$15.00 | \$915.00 |
| 20323 - REMOVE CONCRETE SIDEWALK & DRIVE - SQFT | 350.00 | \$5.00 | \$1,750.00 |
| 20314 - REMOVE PIPE - LF | 226.00 | \$18.00 | \$4,068.00 |
| 20401 - CLEARING - I.D. | 838.50 | \$20.00 | \$16,770.00 |
| 20406 - GRUBBING - I.D. | 734.50 | \$20.00 | \$14,690.00 |
| 20701 - TERRACE SEEDING - SY | 131.00 | \$3.00 | \$393.00 |
| 20708 - WOODLAND SEEDING - S.Y. | 2093.00 | \$4.50 | \$9,418.50 |
| 21002 - EROSION CONTROL INSPECTION - EACH | 5.00 | \$200.00 | \$1,000.00 |
| 21011 - CONSTRUCTION ENTRANCE - EACH | 2.00 | \$1,000.00 | \$2,000.00 |
| 21013 - STREET SWEEPING - LUMP SUM | 1.00 | \$1,500.00 | \$1,500.00 |
| 21014 - CLEAR STONE BERM (DITCH CHECK) - EACH | 2.00 | \$1,000.00 | \$2,000.00 |
| 21017 - SILT SOCK (8 INCH)- COMPLETE - L.F. | 300.00 | \$8.00 | \$2,400.00 |
| 21021 - SILT FENCE - COMPLETE - L.F. | 387.00 | \$4.00 | \$1,548.00 |
| 21049 - INLET PROTECTION, RIGID FRAM - PROVIDE AND INSTALL - EACH | 5.00 | \$150.00 | \$750.00 |
| 21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH | 5.00 | \$50.00 | \$250.00 |
| 21051 - INLET PROTECTION, RIDGID FRAME - REMOVE - EACH | 5.00 | \$50.00 | \$250.00 |
| 21062 - EROSION MATTING, CLASS 1, URBAN TYPE B - S.Y. | 2621.00 | \$3.25 | \$8,518.25 |
| 21073 - EROSION MATTING, CLASS II, TYPE C - S.Y. | 397.00 | \$6.50 | \$2,580.50 |
| 21302 - CONSTRUCTION FENCE (PLASTIC) - LF | 1900.00 | \$3.00 | \$5,700.00 |
| 30201 - TYPE "A" CONCRETE CURB & GUTTER - LF | 61.00 | \$50.00 | \$3,050.00 |
| 30301 - 5 INCH CONCRETE SIDEWALK - S.F. | 350.00 | \$15.00 | \$5,250.00 |
| 40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON | 517.00 | \$26.00 | \$13,442.00 |
| 40202 - HMA PAVEMENT 4 LT 58-28 S - TON | 21.00 | \$275.00 | \$5,775.00 |
| 40218 - TACK COAT - GAL | 18.00 | \$4.00 | \$72.00 |
| 40301 - FULL WIDTH GRINDING - S.Y. | 173.00 | \$25.20 | \$4,359.60 |
| 50103 - RECONSTRUCT BENCH & FLOWLINES - EACH | 1.00 | \$1,500.00 | \$1,500.00 |
| 50211 - SELECT BACKFILL FOR STORM SEWER - T.F. | 504.00 | \$15.00 | \$7,560.00 |
| 50204 - UNDERCUT FOR STORMSEWER - C.Y. | 16.00 | \$34.00 | \$544.00 |
| 50212 - SELECT BACKFILL FOR SANITARY SEWER - T.F. | 60.00 | \$15.00 | \$900.00 |
| 50225 - UTILITY PATCH TYPE III - T.F. | 33.00 | \$50.00 | \$1,650.00 |
| 50301 - 8 INCH PVC SANITARY SEWER PIPE - LF | 60.00 | \$110.00 | \$6,600.00 |
| 50359 - COMPRESSION COUPLING - EACH | 1.00 | \$400.00 | \$400.00 |
| 50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F. | 13.00 | \$50.00 | \$650.00 |

ROBIN GREENWAY STORM AND GRADING

CONTRACT NO. 9333

DATE: 7/13/23

Drax, Inc.

| Item | Quantity | Price | Extension |
|--|---------------|-------------|---------------------|
| 50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F. | 123.00 | \$85.00 | \$10,455.00 |
| 50409 - 36 INCH TYPE I RCP STORM SEWER PIPE - L.F. | 25.00 | \$155.00 | \$3,875.00 |
| 50465 - 24 INC RCP AE - EACH | 6.00 | \$1,100.00 | \$6,600.00 |
| 50501 - 4'X6' PRECAST REINFORCED CONCRETE BOX CULVERT - LF | 323.00 | \$1,200.00 | \$387,600.00 |
| 50511 - BOX CULVERT WINGWALLS & SPLASH PAD - EACH | 2.00 | \$15,000.00 | \$30,000.00 |
| 50641 - BOX CULVERT INLET GATES - EACH | 1.00 | \$6,500.00 | \$6,500.00 |
| 50651 - BOX CULVERT OUTLET GATES - EACH | 1.00 | \$3,500.00 | \$3,500.00 |
| 50721 - 3'X3' STORM SAS - EACH | 1.00 | \$5,500.00 | \$5,500.00 |
| 50766 - TERRACE INLET TYPE 1 - EACH | 1.00 | \$3,000.00 | \$3,000.00 |
| 50791 - SANITARY SEWER TAP - EACH | 1.00 | \$1,500.00 | \$1,500.00 |
| 50802 - CONCRETE SUPPORTS - EACH | 1.00 | \$2,200.00 | \$2,200.00 |
| 90000 - STORMWATER CONTROL - LUMP SUM | 1.00 | \$6,000.00 | \$6,000.00 |
| 90001 - BRUSHING - LUMP SUM | 1.00 | \$8,000.00 | \$8,000.00 |
| 90002 - NO ROOT CUT - EACH | 10.00 | \$750.00 | \$7,500.00 |
| 90003 - REMOVE/RELOCATE EXISTING STONE & CHANNEL ARMORING - LUMP SUM | 1.00 | \$5,000.00 | \$5,000.00 |
| 90004 - CONSTRUCTION SURVEYING - LUMP SUM | 1.00 | \$4,000.00 | \$4,000.00 |
| 90005 - TRUEGRID PRO PLUS PERMEABLE PAVER - S.Y. | 352.00 | \$65.00 | \$22,880.00 |
| 90006 - TEMPORARILY REMOVE & RESET CHAIN LINK FENCE - LF | 80.00 | \$30.00 | \$2,400.00 |
| 90007 - CULVERT WINGWALL RAILING - LF | 32.00 | \$300.00 | \$9,600.00 |
| 90008 - SWALE SEED MIX - S.Y. | 397.00 | \$4.50 | \$1,786.50 |
| 90009 - BROWN FOX SEDGE SEED - S.Y. | 851.00 | \$4.50 | \$3,829.50 |
| 90010 - REMOVE EXISTING HEADWALL & CHAIN LINK FENCE - LUMP SUM | 2.00 | \$3,500.00 | \$7,000.00 |
| 90011 - RELOCATE WATER MAIN - LUMP SUM | 1.00 | \$9,500.00 | \$9,500.00 |
| 67 Items | Totals | | \$798,027.85 |



Department of Public Works
Engineering Division

James M. Wolfe, P.E. City Engineer

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

Deputy City Engineer

Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris J. Petykowski, P.E.

Deputy City Engineer

Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.
Mark D. Moder, P.E.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects
from the time period of December 14, 2022 through December 30, 2024.

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

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

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

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

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

PRINCIPAL

Drax, Inc.
COMPANY NAME AFFIX SEAL

14 / DECEMBER / 2022
DATE

By: Carl H. Layman Jr. president
SIGNATURE AND TITLE

SURETY

Philadelphia Indemnity Insurance Company
COMPANY NAME AFFIX SEAL

December 14, 2022
DATE

By: David F. Druml
SIGNATURE AND TITLE David F. Druml, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 18058 for the year 2022 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 14, 2022
DATE

David F. Druml
AGENT SIGNATURE

1135 Farragut Blvd.,
ADDRESS

Foster City, CA 94404
CITY, STATE AND ZIP CODE

(650) 341-8414
TELEPHONE NUMBER

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

CERTIFICATE OF BIENNIAL BID BOND

| |
|--|
| TIME PERIOD- VALID (FROM/TO) <i>12/14/22 - 12/30/24</i> |
| NAME OF SURETY Philadelphia Indemnity Insurance Company |
| NAME OF CONTRACTOR Drax, Inc. |
| CERTIFICATE HOLDER City of Madison, Wisconsin |

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

19 / December / 2022

DATE

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

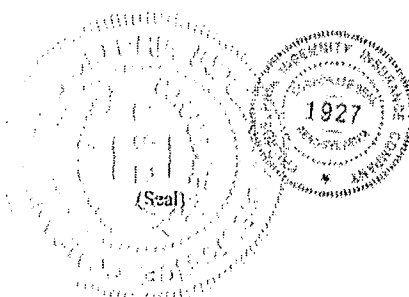
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David F. Druml or Horace A. Nabers III of Druml Group, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



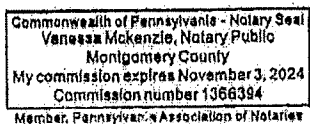
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of December, 2022

Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Mateo)

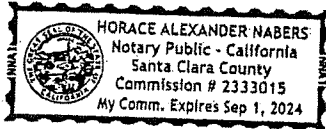
On 12/14/2022 before me, Horace Alexander Nabers,
Date Here Insert Name and Title of the Officer

personally appeared David F. Druml
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

[Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Boutelle, Alane

From: andrewlangum draxco.com <andrewlangum@draxco.com>
Sent: Tuesday, January 3, 2023 11:20 AM
To: Boutelle, Alane
Subject: RE: Biennial Bid Bond Acceptance Letter - OK to Correct NPN Number?

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Hi Alane,

Happy New Year, I just spoke to him, go ahead and add the number.

Best

Andrew Langum IV
Drax Inc.
6082683468 Desk

From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Friday, December 30, 2022 10:43 AM
To: andrewlangum draxco.com <andrewlangum@draxco.com>
Subject: RE: Biennial Bid Bond Acceptance Letter - OK to Correct NPN Number?

Hi Andrew,
I just noticed that Mr. Druml used the wrong number for the NPN blank on the bid bond.
It should be 7643916.
Can you please ask him if it would be acceptable for me to change it on the bond?
That's what we did in 2020. He got it right last year!?

Thanks,

Alane Boutelle

City of Madison Engineering
Phone (608) 267-1197
aboutelle@cityofmadison.com

From: Boutelle, Alane
Sent: Tuesday, December 27, 2022 2:13 PM
To: Drax, Inc. (AndrewLangum@draxco.com) <AndrewLangum@draxco.com>
Subject: Biennial Bid Bond Acceptance Letter

Attached please find the acceptance letter for your 2022-2024 biennial bid bond application.
A copy of the letter has been sent to your bonding agent.

Alane Boutelle



Department of Public Works
Engineering Division
1600 Emil Street
Madison, WI 53713
aboutelle@cityofmadison.com
(608) 267-1197

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

PRINCIPAL

Drax, Inc.
COMPANY NAME AFFIX SEAL

14 / DECEMBER / 2022
DATE

By: Col H. Sawyer Jr president
SIGNATURE AND TITLE

SURETY

Philadelphia Indemnity Insurance Company
COMPANY NAME AFFIX SEAL

December 14, 2022
DATE

By: David F. Druml
SIGNATURE AND TITLE David F. Druml, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 18058 7643916 per AL email for the year 2022 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 14, 2022
DATE

David F. Druml
AGENT SIGNATURE

1135 Farragut Blvd.,
ADDRESS

Foster City, CA 94404
CITY, STATE AND ZIP CODE

(650) 341-8414
TELEPHONE NUMBER

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of August in the year Two Thousand and Twenty-Three between DRAX, 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 AUGUST 1, 2023, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

ROBIN GREENWAY STORM AND GRADING CONTRACT NO. 9333

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of SEVEN HUNDRED NINETY-EIGHT THOUSAND TWENTY-SEVEN AND 85/100 (\$798,027.85) 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 Contractor 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.

**ROBIN GREENWAY STORM AND GRADING
CONTRACT NO. 9333**

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:

DRAX, INC.

Company Name

Charles Long 8/2/23
Date

Witness

Carl H. Long 8/2/23
Date
President

Charles Long 8/2/23
Date

Witness

Carl H. Long 8/2/23
Date
Secretary

CITY OF MADISON, WISCONSIN

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

Approved as to form:

William Medley 8/9/23
Date
Finance Director

Finance Director

William Medley 8/14/23
Date
Witness

Witness

[Signature] 8-10-23
Date
City Attorney

City Attorney

[Signature] 8/17/23
Date
Mayor

Mayor

[Signature] 8/18/23
Date
Witness

Witness

[Signature] 8-8-23
Date
City Clerk

City Clerk

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **DRAX, INC.** as principal, and Philadelphia Indemnity Insurance Company Company of Pennsylvania as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **SEVEN HUNDRED NINETY-EIGHT THOUSAND TWENTY-SEVEN AND 85/100 (\$798,027.85)** 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:

ROBIN GREENWAY STORM AND GRADING CONTRACT NO. 9333

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 August, 2023

Countersigned:

[Signature]
Witness

[Signature]
Secretary

DRAX, INC.
Company Name (Principal)
[Signature]
President Seal

Approved as to form:

[Signature]
City Attorney

Philadelphia Indemnity Insurance Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact, David F. Druml

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 7643916 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

8/2/2023
Date

[Signature]
Agent Signature David F. Druml

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **David F. Druml or Horace A. Nabers III of Druml Group, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



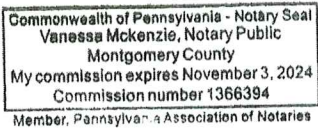
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of August, 2023

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Mateo)

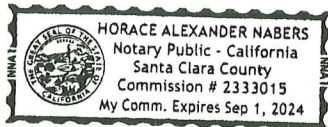
On 8/2/2023 before me, Horace Alexander Nabers,
Date Here Insert Name and Title of the Officer

personally appeared David F. Druml
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Horace Alexander Nabers
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

APPENDIX A: SOIL BORING LOG



Legend


⊕ Denotes boring location

Notes

1. Soil borings performed by America's Drilling Co. in April of 2023
2. Boring locations are approximate



Scale: Reduced

| | | |
|---------------------|--|---|
| Job No. C23051-8 |  | SOIL BORING LOCATION MAP Robin Greenway Madison, Wisconsin |
| Date: 4/2023 | | |



LOG OF TEST BORING

Project Robin Greenway
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) 920±
 Job No. C23051-8
 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 |
| | | | | | 3 in. TOPSOIL | | | | | |
| 1 | | 8 | M | 4 | Medium Stiff, Dark Brown Lean CLAY, Trace Sand (CL) | (0.75) | | | | |
| 2 | | 16 | M | 8 | Very Stiff, Brown Sandy Lean CLAY (CL) | (3.0) | | | | |
| 3 | | 6 | M | 50/9" | Medium Dense to Dense, Brown Clayey Fine to Medium SAND, Scattered Cobbles and Boulders (SC) (Large Cobble Near 6.5') | | | | | |
| 4 | | 16 | M | 7 | Loose to Very Loose, Brown Fine SAND, Little to Some Silt (SP-SM/SM) | | | | | |
| 5 | | 18 | M | 3 | Very Dense, Light Brown Silty Fine SAND, Some Gravel, Scattered Cobbles and Boulders (SM) | | | | | |
| 6 | | 18 | M | 69 | End of Boring at 20 ft Borehole Backfilled with Bentonite Chips | | | | | |

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in 16.5'

Start 4/3/23 End 4/3/23
 Driller ADC Chief DB Rig D-50
 Logger KD 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 Robin Greenway
 Location Madison, Wisconsin

Boring No. 2
 Surface Elevation (ft) 930±
 Job No. C23051-8
 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 | LOI |
| | | | | | 3 in. TOPSOIL | | | | | |
| 1 | 0 | M | 12 | | Soft to Stiff, Brown Lean CLAY, Scattered Cobbles (CL - Possible Fill) | (0.5-1.0) | | | | |
| 2 | 12 | M | 8 | | Loose, Brown Clayey Fine to Medium SAND (SC) | (1.25) | | | | |
| 3 | 16 | M | 37 | | Dense, Light Brown Silty Fine SAND, Some Gravel, Scattered Cobbles and Boulders (SM) | | | | | |
| 4 | 18 | M | 39 | | | | | | | |
| 5 | 18 | M | 45 | | | | | | | |
| End of Boring at 15 ft | | | | | Borehole Backfilled with Bentonite Chips | | | | | |
| Borehole Backfilled with Bentonite Chips | | | | | | | | | | |

| WATER LEVEL OBSERVATIONS | GENERAL NOTES |
|---|--|
| While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____ | Start <u>4/3/23</u> End <u>4/3/23</u> Driller <u>ADC</u> Chief <u>DB</u> Rig <u>D-50</u> Logger <u>KD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u> |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual. | |



LOG OF TEST BORING

Project Robin Greenway
 Location Madison, Wisconsin

Boring No. 3
 Surface Elevation (ft) 938±
 Job No. C23051-8
 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 | LOI |
| | | | | | 5 in. TOPSOIL | | | | | |
| 1 | 8 | M | 6 | | FILL: Stiff Brown Clay with Sand and Gravel to 3' | (1.5) | | | | |
| | | | | | Loose Brown Clayey Sand with Gravel to 5.5' | | | | | |
| 2 | 10 | M | 9 | | | | | | | |
| | | | | | Medium Stiff to Soft, Dark Brown Organic to Lean CLAY (CL) | (0.5) | | | | |
| 3 | 14 | M | 4 | | | | | | | |
| | | | | | Loose, Brown Clayey Fine to Medium SAND, Trace Gravel (SC) | | | | | |
| 4 | 18 | M/W | 5 | | | | | | | |
| | | | | | Stiff, Reddish-Brown and Gray (Mottled) Lean CLAY (CL) | (1.5) | | | | |
| 5 | 18 | M | 12 | | | | | | | |
| | | | | | Loose, Brown Clayey Fine to Medium SAND, Scattered Cobbles and Boulders (SC) | | | | | |
| 6 | 18 | M/W | 6 | | | | | | | |
| | | | | | Medium Dense, Light Brown Sandy SILT, Stratified with Stiff Grayish-Brown Lean CLAY (ML/CL) | (1.5) | | | | |
| 7 | 18 | M | 15 | | | | | | | |
| | | | | | End of Boring at 20 ft | | | | | |
| | | | | | Borehole Backfilled with Bentonite Chips | | | | | |

| WATER LEVEL OBSERVATIONS | | | | | GENERAL NOTES | | | | |
|--------------------------|-------------------------------------|----|-----------------------------|--------------------------|---------------|-----------------------|--------|--------|----------|
| While Drilling | <input checked="" type="checkbox"/> | NW | Upon Completion of Drilling | <input type="checkbox"/> | Start | 4/3/23 | End | 4/3/23 | |
| Time After Drilling | | | | | Driller | ADC | Chief | DB | Rig D-50 |
| Depth to Water | | | | | Logger | KD | Editor | ESF | |
| Depth to Cave in | | | | | Drill Method | 2.25" HSA; Autohammer | | | |

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

APPENDIX B: SURVEYED TREE LIST FOR REMOVAL

SURVEYED TREE LIST FOR REMOVAL

| Tree Survey # | TOPOGRAPHIC POINT NUMBER | COORDINATE | | SURVEY | | Notes |
|---------------|--------------------------|------------|----------|-------------|-----------|-------|
| | | EASTING | NORTHING | DESCRIPTION | SIZE (IN) | |
| 1402 | 364 | 801900.6 | 477887.2 | DT14 1402 | 13.5 | |
| 1403 | 363 | 801899.7 | 477883.4 | DT11 1403 | 11 | |
| 1404 | 362 | 801895.6 | 477879.4 | DT35 1404 | 35 | |
| 1405 | 365 | 801891.3 | 477887.1 | DT4 1405 | 4 | |
| 1406 | 366 | 801884.7 | 477881.1 | DT 1406 | 8 | |
| 1407 | 367 | 801883.5 | 477879.9 | DT6 1407 | 6 | |
| 1434 | 407 | 801874.3 | 477892.5 | DT10 1434 | 10 | |
| 1435 | 408 | 801880.1 | 477898.2 | DT11 1435 | 10.5 | |
| 1436 | 410 | 801888.3 | 477903.8 | DT10 1436 | 10 | |
| 1437 | 411 | 801890.1 | 477905.0 | DT10 1437 | 9.5 | |
| 1538 | 1538 | 802263.0 | 478288.5 | DT8 | 8 | |
| 1594 | 1594 | 802272.8 | 478034.9 | DT5 | 4.5 | |
| 1595 | 1595 | 802269.0 | 478035.0 | DT6 | 6 | |
| 1596 | 1596 | 802255.3 | 478046.0 | DT22 | 22 | |
| 1597 | 1597 | 802246.8 | 478050.5 | DT12 | 11.5 | |
| 1598 | 1598 | 802238.8 | 478045.1 | DT13 | 13 | |
| 1599 | 1599 | 802222.4 | 478044.6 | DT8 | 7.5 | |
| 1601 | 1601 | 802222.2 | 478026.3 | DT14 | 14 | |
| 1602 | 1602 | 802217.5 | 478017.2 | DT16 | 16 | |
| 1603 | 1603 | 802190.8 | 478014.7 | DT34 | 33.5 | |
| 1604 | 1604 | 802262.9 | 478026.6 | DT6 | 6 | |
| 1621 | 1621 | 802123.6 | 477981.9 | DT11 | 11 | |
| 1623 | 1623 | 802109.3 | 477979.1 | DT14 | 13.5 | |
| 1624 | 1624 | 802112.1 | 477967.4 | DT19 | 19 | |
| 1626 | 1626 | 802115.7 | 477961.7 | DT12 | 12 | |
| 1628 | 1628 | 802102.4 | 477960.4 | DT14 | 13.5 | |
| 1630 | 1630 | 802095.0 | 477961.2 | DT8 | 8 | |
| 1631 | 1631 | 802101.8 | 477980.5 | DT25 | 25 | |
| 1632 | 1632 | 802097.1 | 477981.3 | DT8 | 7.5 | |
| 1634 | 1634 | 802083.8 | 477960.5 | DT19 | 18.5 | |
| 1635 | 1635 | 802074.8 | 477959.4 | DT6 | 6 | |
| 1636 | 1636 | 802070.9 | 477954.8 | DT4 | 3.5 | |
| 1638 | 1638 | 802050.1 | 477951.7 | DT5 | 5 | |
| 1639 | 1639 | 802049.9 | 477950.6 | DT3.5 | 3.5 | |
| 1640 | 1640 | 802033.7 | 477944.9 | DT12 | 11.5 | |
| 1641 | 1641 | 802035.1 | 477954.3 | DT14 | 14 | |
| 1642 | 1642 | 802025.2 | 477953.1 | DT7 | 7 | |

| Tree Survey # | TOPOGRAPHIC POINT NUMBER | COORDINATE | | SURVEY | SIZE (IN) | Notes |
|--|--------------------------|------------|----------|-------------|--------------|-------------|
| | | EASTING | NORTHING | DESCRIPTION | | |
| 1643 | 1643 | 802025.7 | 477943.1 | DT5 | 4.5 | |
| 1644 | 1644 | 802018.8 | 477943.8 | DT25 | 25 | |
| 1645 | 1645 | 802009.1 | 477944.2 | DT13 | 12.5 | |
| 1646 | 1646 | 801996.7 | 477940.1 | DT6 | 5.5 | |
| 1647 | 1647 | 801977.1 | 477935.0 | DT5 | 5 | |
| 1648 | 1648 | 801972.5 | 477937.6 | DT49 | 49 | |
| 1650 | 1650 | 802181.9 | 478082.0 | DT6 | 6 | |
| 1651 | 1651 | 802180.4 | 478061.1 | DT7 | 6.5 | |
| 1652 | 1652 | 802165.5 | 478067.9 | DT30 | 29.5 | |
| 1655 | 1655 | 802180.5 | 478083.4 | DT9 | 8.5 | |
| 1657 | 1657 | 802201.7 | 478104.7 | DT8 | 7.5 | |
| 1658 | 1658 | 802211.1 | 478111.2 | DT12 | 11.5 | |
| 1659 | 1659 | 802209.2 | 478112.9 | DT7 | 6.5 | |
| 1660 | 1660 | 802209.7 | 478115.8 | DT9 | 8.5 | |
| 1661 | 1661 | 802212.0 | 478123.8 | DT17 | 16.5 | |
| 1662 | 1662 | 802215.9 | 478131.0 | DT8 | 8 | |
| 1663 | 1663 | 802218.9 | 478138.3 | DT15 | 14.5 | |
| 1664 | 1664 | 802202.6 | 478135.4 | DT14 | 13.5 | |
| 1670 | 1670 | 802210.6 | 478176.9 | DT12 | 11.5 | |
| 1672 | 1672 | 802197.7 | 478207.3 | DT6 | 6 | |
| 1678 | 1678 | 802181.3 | 478235.2 | DT6 | 5.5 | |
| 1679 | 1679 | 802186.2 | 478250.3 | DT17 | 16.5 | Do not Grub |
| 1681 | 1681 | 802201.9 | 478310.7 | DT6.5 | 6.5 | |
| 1682 | 1682 | 802201.3 | 478310.3 | DT4 | 4 | |
| 1686 | 1686 | 802193.2 | 478342.5 | DT4 | 3.5 | |
| 1688 | 1688 | 802210.4 | 478372.3 | DT6 | 5.5 | |
| 1689 | 1689 | 802209.7 | 478385.8 | DT10 | 9.5 | |
| 1690 | 1690 | 802211.4 | 478397.9 | DT6 | 6 | |
| 1692 | 1692 | 802170.2 | 478379.9 | DT24 | 24 | Do Not Grub |
| 1693 | 1693 | 802168.6 | 478396.1 | DT4 | 3.5 | Do Not Grub |
| 1694 | 1694 | 802173.2 | 478393.6 | DT18 | 18 | Do Not Grub |
| 1695 | 1695 | 802172.7 | 478395.5 | DT12 | 12 | Do Not Grub |
| 1696 | 1696 | 802178.5 | 478395.6 | DT7 | 7 | Do Not Grub |
| 1697 | 1697 | 802179.4 | 478400.7 | DT23 | 23 | Do Not Grub |
| CLEARING: TOTAL SUM OF DIAMETER (IN) = | | | | | <u>838.5</u> | |
| GRUBBING: TOTAL SUM OF DIAMETER (IN) = | | | | | <u>734.5</u> | |

APPENDIX C: PERMITS



City of Madison Engineering Division

EROSION CONTROL PERMIT

Permit Number: ENG100-2023-04561
City Engineering: (608) 266-4751

Location of Work: 4609 Gregg RD

Parcel: 070920309014

Permittee: Grant Pokos

Telephone: (608) 266-4864

Email:

Owner: CITY OF MADISON ENGINEER

Telephone:

gpokos@cityofmadison.com

Table with 3 columns: FEE SCHEDULE, APPROVALS, and DIGGERS HOTLINE. Includes rows for Total Disturbed Area Fee, Full Plan Base Fee, Total Fee Amount, Total Invoiced Amount, Paid, and Balance Due. Approvals include Plan Review and Issuance by MAE. Diggers Hotline contact info is provided.

PROPOSED WORK: Robin Greenway Storm & Grading
Project Description: Robin Greenway (between Orchard Dr to Gregg Rd)
Permit Type: Full Plan
Construction Start Date: 8/14/2023 Permit Expiration Date: 5/1/2024 Seed Sod Restore Date: 12/31/2023
USLE Rate: 5 Total Disturbed Area: 34,492
EC Checklist Attached EC Plan Attached Pumping Plan Attached

FOR CITY OF MADISON USE ONLY: APPROVED

Megan Eberhardt

06/14/2023

- Erosion Control Permit Reviewer

Date

Full Plan

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



City of Madison Engineering Division

EROSION CONTROL PERMIT

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Email:

gpokos@cityofmadison.com

Owner: CITY OF MADISON ENGINEER

Telephone:

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



Department of Public Works

Streets Division – Urban Forestry

Charlie Romines, Superintendent

1402 Wingra Creek Pkwy.

Madison, WI 53715

Phone: (608) 266-4816 | Fax: (608) 267-8696

streets@cityofmadison.com

cityofmadison.com/forestry

May 10, 2023

City of Madison Engineering Division
Attn: Jim Wolfe
City-County Building, Room 115
210 Martin Luther King Jr. Boulevard
Madison, WI 53703

Dear Mr. Wolfe :

City of Madison General Ordinance **10.101 Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of any Street, Alley, Highway or Greenway** allows for the payment of a fee in the sum of fifty dollars (\$50.00) to the City Clerk's Office per *Section 3(e) 1.c and (e) 2.*

City of Madison – Engineering Division, City County Building, Room 115, 210 Martin Luther King Jr. Blvd Madison, WI 53703 has submitted a tree pruning and removal plan for greenways located at 4609 Gregg Rd (Robin Greenway) and 338 Orchard Drive that are in accordance with the intent and purpose of this ordinance. The required public hearing was held on May 9, 2023. Pursuant to City of Madison General Ordinance 10.101, I hereby authorize the City Clerk to issue Madison - Engineering a permit upon remittance of the required \$50.00 annual fee.

A handwritten signature in black ink, appearing to read "Craig Klinke". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Craig Klinke
Operations Supervisor
City of Madison Urban Forestry

APPENDIX D: 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.