

Contract Routing Form

printed on: 06/13/2023

ROUTING: Routine

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

Project: Madison Senior Center Courtyard

Contract No.: 9313
Enactment No.: RES-23-00398
Dollar Amount: 1,022,641.73

File No.: 77488
Enactment Date: 06/12/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-13-2023	6/13/23
Director of Civil Rights	6-15-2023	6-16-2023
Risk Manager	6/20/2023	6/20/2023
Finance Director	6/20/23	6/20/23
City Attorney	6/20/2023	6/20/23
Mayor	6/20/2023	6/21/23

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

Original + 2 Copies

06/13/2023 11:12:15 enjls - Mike Sturm 267-4921



Legislation Details (With Text)

File #: 77488 **Version:** 1 **Name:** Awarding Public Works Contract No. 9313, Madison Senior Center Courtyard.

Type: Resolution **Status:** Passed

File created: 4/26/2023 **In control:** Engineering Division

On agenda: 6/6/2023 **Final action:** 6/6/2023

Enactment date: 6/12/2023 **Enactment #:** RES-23-00398

Title: Awarding Public Works Contract No. 9313, Madison Senior Center Courtyard. (4th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 9313 breakdown.pdf, 2. 9313_BidOpeningTab.pdf

Date	Ver.	Action By	Action	Result
6/6/2023	1	COMMON COUNCIL	Adopt	Pass
5/17/2023	1	BOARD OF PUBLIC WORKS		
5/3/2023	1	BOARD OF PUBLIC WORKS		
4/26/2023	1	Engineering Division	Refer	

Fiscal Note

The proposed resolution authorizes awarding the contract for the Madison Senior Center Courtyard at a total estimated cost of \$1,104,500.00 including contingency. Funding for the project is available in Munis 12728-30-130. No additional appropriation is required.

Title

Awarding Public Works Contract No. 9313, Madison Senior Center Courtyard. (4th AD)

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. 9313) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9313
MADISON SENIOR CENTER COURTYARD

DRAX, INC.

\$1,022,641.73

Acct. No. 12728 -30-130
Contingency 8%+

\$1,022,641.73
81,858.27

GRAND TOTAL

\$1,104,500.00



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

Address

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
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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

Business Primary Phone	(610) 617-7900
Business Primary Phone	(610) 206-7836

Company Type: Property and Casualty

Status: Active	Status Reason:	Status Date: 07/31/1986
Effective Date: 08/30/2011	Legacy State ID: 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 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

Company Type: Property and Casualty

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

\$1,022,641.73
FILE COPY

BID OF DRAX, INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MADISON SENIOR CENTER COURTYARD

CONTRACT NO. 9313

MUNIS NO. 12728

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 6, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MADISON SENIOR CENTER
COURTYARD CONTRACT NO. 9313**

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APPENDIX A – ELECTRICAL SPECIFICATIONS

This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

EK: MS

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:	MADISON SENIOR CENTER COURTYARD
CONTRACT NO.:	9313
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
DEADLINE FOR BIDDER QUESTIONS AND SUBSTITUTION REQUESTS	04/12/23
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	04/13/23
BID SUBMISSION (2:00 P.M.)	04/20/23
BID OPEN (2:30 P.M.)	04/20/23
PUBLISHED IN WSJ	03/30/23, 04/06/23 & 04/13/23

BIDDER QUESTIONS, CLARIFICATIONS AND REQUESTS FOR SUBSTITUTIONS: If needed, the City Project Manager (CPM) shall publish addenda to respond to Contractor questions or requests for clarification or substitutions.

- Any questions or requests regarding plans and specifications shall be submitted directly to the CPM. See contact information at the end of Section D – Special Provisions. Responses that change the contract scope and/or schedule will be published by the CPM in a bid addendum.
- Requests for substitutions shall be done according to Specification 00 43 25 Substitution Request Form (during bidding) and other specifications as necessary. Contractors are cautioned to review all specifications and note whether substitutions for specific products are allowed.
- All questions and/or substitution requests shall be sent via email to the CPM with reference to “Madison Senior Center Courtyard Contract 9313” in the subject line.
- The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above.

PUBLISHING ADDENDUMS:

The City of Madison shall publish bidding addenda as needed during the bidding period. The last addenda (if needed) shall be published on or about 12:00PM, Tuesday, April 18, 2023, to provide sufficient time for Contractors to review the addenda before bids are due. The City of Madison reminds all General Contractors that you must acknowledge receipt of all addenda when submitting a bid.

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

- 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 Poured-In-Place Playground Surface Installer

- 262 Playground Installer

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

MADISON SENIOR CENTER COURTYARD CONTRACT NO. 9313

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.

Wherever in these Specifications the term "WisDOT SSHSC" appears, it shall be taken to refer to the Wisconsin Department of Transportation Standard Specifications for Highway and Structures Construction and Supplements thereto.

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$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).

SECTION 104: SCOPE OF WORK

The work under this contract shall include, but is not limited to, renovation of the courtyard including demolition of existing features, protection of existing trees, full-depth pavement removals, light fixture removal, storm sewer demolition, excavation, base preparation, footings, concrete pavements, poured in place rubber surfacing, vertical curbing, specialty and pre-manufactured furnishings and features, and landscaping installation including plants, sod, mulches and miscellaneous landscape accessory materials; the project also includes lighting and storm sewer.

The project limits for the work are on indicated in the project drawings and encompass the area Owned by the City of Madison and referred to as the Madison Senior Center Courtyard.

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 existing and proposed utilities within and adjacent to the site 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

SECTION 104.10: CLEANING UP

Excess materials from demolition or finishing operations and/or from spillage on adjacent pavements and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications

SECTION 105.9: SURVEYS, POINTS AND INSTRUCTION

The Contractor shall be responsible for setting all lines and/or grades required to complete the work.

Any questions regarding this project should be directed to Mike Sturm at the Parks Division at: msturm@cityofmadison.com or (608) 267-4921.

SECTION 105.12: COOPERATION BY THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within contract duration. It is also expected that certain items of work, especially all concrete work, may require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

Existing Items to Remain

The Contractor shall use care around existing trees, planting areas, buildings, adjacent properties, utilities and any other structures or amenities that are indicated on the plans to remain. No trees, other than those shown on the plan to be removed, shall be cut without the approval of a City Project Manager and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal.

The Contractor shall use care around existing storm sewer to remain. All costs to protect existing pipe and structures shall be incidental to construction. All private storm sewer discharges shall be maintained for all properties in the project area.

There are existing MG&E electrical vaults on site that have below-grade volumes associated with them and will require extraordinary coordination. Known vault locations are shown on the plans. When working adjacent to the vaults, the Contractor shall take care to not damage any structure of the vault, including the waterproofing material. Any damage caused to the vaults shall be repaired to MG&E requirements by the Contractor at their expense.

Access to Properties

The Contractor shall maintain pedestrian access along all public sidewalks and vehicle access to all commercial properties at all times. This includes buildings and driveway access to Capitol Centre Market. All means necessary to maintain this access shall be considered incidental which may include but is not limited to phasing construction demolition and restoration, the use of an off-site job trailer, utilization of off-site locations for storage and staging of materials, and carefully scheduled delivery of materials and equipment to the site.

Access to the courtyard crosses two public access easements over private property. Contractor shall keep private property clear of construction equipment, debris, and/or construction materials.

Temporary cross walks shall be used as needed to maintain safe access through and around the project, and these will be paid under the appropriate bid item.

Coordination with Utilities

This project will require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them.

The Contractor will be responsible for coordination and providing workspace for any conflict resolution work that will need to be performed by the private utility. Contractor shall coordinate with MG&E and provide access to the existing electrical vaults for grate improvements as needed.

Meetings

Prior to construction, the Contractor shall attend a preconstruction meeting at a date and location to be determined. The Contractor shall have a project schedule prepared prior to this meeting so that the project schedule can be discussed with the attendees.

During Construction, the Contractor shall attend bi-weekly coordination meetings at a date, time and location that is to be determined. These meetings will be held to coordinate with the private utilities, to discuss upcoming events, and to coordinate with businesses and residential development building managers on any upcoming access or utility service issues.

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 take care when accessing the site not to damage the existing utilities, adjacent pavements or site features, or vegetation. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all construction activities.

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 City Project Manager, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 107.7: MAINTENANCE OF TRAFFIC

All signing 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 Contractor shall create a traffic control plan overlay/redline of the Traffic Control Plan included in the Drawings noting all additional materials, signage types and locations, phasing of traffic control measures, flagger location(s) as applicable; as necessary to convey proposed changes to the Traffic Control plan; and any/all other information required to provide full and complete pedestrian, vehicular and emergency service control to and around the project site at all times. Time-of-day restrictions for lane closures, if applicable, must be noted on the traffic control plan.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Sean Malloy, smalloy@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control measures or providing additional traffic control. The Contractor shall install and maintain any and all necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Access shall be maintained at all times to any parking areas with 5 or more parking stalls.

The work areas shall be completely secured with lockable construction fencing and all excavations, work areas, and materials storage and staging areas shall be fully and completely protected during non-working hours.

No construction equipment or materials shall be stored in the roadway, street right-of-way, or in the public access easements on private property connecting the courtyard to W. Dayton Street or W. Mifflin Street. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Dayton-Mifflin Alley

There are bike parking stalls, vending features, and an active loading area all located along or adjacent to the alley. The loading area is heavily used by the adjacent grocery market and is accessed regularly, as are the bike parking stalls and vending features (ice sale cabinet). The Contractor shall phase the work such that there is full access to the entirety of the adjacent property for commercial access by vehicles, pedestrians, and bicycles as well as access for deliveries and loading/unloading functions. Access to the vehicular and bicycle parking areas for Capitol Centre Market shall be maintained at all times. The Contractor shall inform affected properties of the appropriate access route. When work impacts access along the Dayton-Mifflin Alley immediately adjacent the project site, the Contractor shall ensure that there is access on both ends of the alley from Dayton Street and Mifflin Streets. Phasing of work shall be considered incidental to the items of work.

All materials, labor and equipment necessary to provide full traffic control for the duration of the project shall be paid for under BID ITEM – 10701 TRAFFIC CONTROL.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection.

The intent of this design is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative.

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. 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.

SECTION 108.2: PERMITS

The following permits have been applied for by the City:

1. City of Madison Erosion Control Permit
2. City of Madison Stormwater Management Permit

The City's obtaining 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 is anticipated the following permits shall be obtained by the Contractor:

1. City of Madison Electrical Construction Permit

It shall be the responsibility of the Contractor to identify and obtain all other permits needed for construction.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control and electrical measures and items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. All electrical work shall be performed by a licensed electrician in the state of Wisconsin. This work will be paid for under the appropriate contract bid items.

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by the Contractor weekly and at all times following storm events (Monday-Friday), and this work will be paid for under the appropriate bid item. See **SECTION 210.1(a)**. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control and electrical measures and items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. A copy of the permit is available at the City of Madison, Engineering Division office. The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

The Contractor shall be responsible for erosion control inspections as defined in these special provisions.

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

SECTION 109.2: PROSECUTION OF WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried 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.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Project Manager, and the agreed upon date must be determined prior to the public preconstruction meeting.

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. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

SECTION 109.7: TIME OF COMPLETION

It is anticipated the City of Madison will issue a Start to Work letter on or about June 19, 2023. All work shall be substantially complete NO LATER THAN December 15, 2023.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page shall be paid for at the quantity listed in the proposal page, and shall not be measured in the field unless otherwise indicated in these special provisions. In the event there is a significant change quantity, approval by the City Project Manager is required prior to the Contractor commencing the work. A significant change is defined as greater than a 30% change in the listed proposal page quantity.

Items listed as "Undistributed" on the proposal page shall only be paid if determined necessary by the City Project Manager and shall be measured in the field by the engineer.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the workday.

SECTION 210.2(c): EROSION MATTING

Provide Class 1, Urban, Type A erosion matting in conformance with the City of Madison and WisDOT SSHSC Standard Specifications. Due to the sensitive nature of the bioinfiltration area and the native plant material installed, erosion matting shall be Curlex II, Curlex Net Free, or equivalent aspen coir fiber erosion control mat with biodegradable filament. Coconut coir or straw mats are not an acceptable substitute. Provide manufacturer's standard biodegradable erosion control stakes.

Install erosion control mat for bioinfiltration area for the full area of the basin (side slopes and bottom of entire basin), overlapping roll seams by a minimum of 6-inches or as indicated by the manufacturer, whichever is greater. Install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten with twice the number of biodegradable stakes as typically

recommended by the manufacturer to ensure that the erosion control blanket maintains firm contact with the soil surface, even during times of inundation.

Erosion Matting shall be paid for under BID ITEM 21061 "EROSION MATTING, CLASS 1, URBAN, TYPE A.

SECTION 210.6: EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued both by the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The contractor shall have forty-eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty-eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty-four (24) hour period that passes after the initial forty-eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in the City of Madison Standard Specifications and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in City of Madison Standard Specifications. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time, then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

ARTICLE 501 STORM SEWER STRUCTURES

501.1 Description

STORM SEWER GENERAL

Reconnection of existing pipes at new structures, or new pipes at new structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the contractor shall saw

cut the existing pipe in the required location to accommodate the placement of the new structure. If the contractor for his/her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the contractor's responsibility and shall not be compensated.

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until approval of the design engineer has been received.

Storm sewer pipe length on plan is measured from center of structure to center of structure. Actual pipe length is from structure wall to structure wall. Pipe slope is calculated using actual pipe length.

BID ITEM 10911 – MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits as shown on plans. **No equipment or materials shall be parked or stored on top of the MG&E vaults.** The Contractor may only enter the construction site through the construction entrance as shown on the plans. **THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE SITE OUTSIDE THE CONSTRUCTION LIMITS UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.**

The Contractor is responsible for restoration of any damage to the site due to construction access.

Work under this contract will require multiple mobilizations for various aspects of the work in order to complete the work per the traffic control specifications and to meet the erosion control and phasing requirements of the projects. All necessary mobilizations for each project location shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum.

BASIS OF PAYMENT

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

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Work under this item shall include loosening, loading, hauling and disposal of all non-concrete pavement and subgrade materials including, but not limited to, specialty pavement (poured in place rubber surfacing) areas, concrete curbs, brick pavers and aggregate base materials, and any/all other surface pavements and subsurface features required for the through execution of the work. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The Excavation Cut quantity for this contract has been calculated using alternate methods involving anticipated depth measurements based on typical proposed sections and assumed existing concrete, paver, and base thicknesses multiplied by the area of impervious surface removal. No shrinkage or expansion factors have been applied to the fill quantities to estimate net volume. Excavation for utility

trenches and disposals of surpluses and unsuitable material is incidental to the other items of this project and will not be paid for separately.

Excavation to obtain access to and removal of the existing storm catchbasin and all associated catchbasin aggregates, geotextiles or miscellaneous constructions or materials associated with the catchbasin shall be paid for under BID ITEM – 20312 REMOVE CATCHBASIN.

Excavation to obtain access to and removal of the existing storm pipe system and all associated bedding aggregates, geotextiles or miscellaneous constructions or materials associated with the pipe shall be paid for under BID ITEM – 20314 REMOVE PIPE.

Excavation and removal of the existing concrete pavement, including aggregate base and/or subbase materials, geotextiles, reinforcing, and/or other miscellaneous constructions or materials associated with the existing concrete pavements shall be paid for under BID ITEM – 20321 REMOVE CONCRETE PAVEMENT.

Suitable materials (to be determined by the Engineer) may be reused 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 included in this bid item.

There may be subsoils made available through Excavation Cut that could be distributed on-site through this bid item. Contractor shall prioritize utilizing suitable excavated material first. Any additional imported subsoil material necessary to complete the work shall be paid for in BID ITEM 20202 FILL BORROW (UNDISTRIBUTED).

All disturbed areas that will receive sodded bluegrass lawns shall be restored with six (6) inches of topsoil, per BID ITEM 20221 – TOPSOIL, and a minimum of six (6) inches of clean subsoil.

All disturbed areas that will receive plants shall be restored with Planting Mixture, (Type), and a minimum of six (6) inches of clean subsoil.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be "open" during non-work hours.

Test rolling for undercut determination is required and incidental to this bid item.

The Contractor shall contact the Engineer to proof subgrade prior to paving

METHOD OF MEASUREMENT

Excavation Cut shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 20202 – FILL BORROW (UNDISTRIBUTED)

Fill Borrow (Undistributed) shall be provided and installed per the standard specifications and in coordination with the Excavation Cut bid item.

BID ITEM 20221 – TOPSOIL

Topsoil shall be installed per the standard specifications except as follows:

In locations where lawns are specified, install 6 Inches of Topsoil.

In locations where plants are specified, Planting Mixture, Type 1 or Planting Mixture, Type Two shall be placed in lieu of Topsoil.

The Contractor shall notify the Engineer a minimum of 48 hrs. prior to inspect and approve the finish grade. The inspection shall occur prior to sodding.

BID ITEM 20801 – SODDING

DESCRIPTION

Work under this bid item shall consist of preparing sod beds, furnishing and installing sod in accordance with Article 208 of the City of Madison Standard Specifications for Public Works Construction and as supplemented below.

MATERIALS

All sod used under this contract shall be a tall fescue variety. The Contractor is responsible for choosing a fescue sod that will be appropriate for the site conditions. The sod must consist primarily of fescue grasses that will blend in with the surrounding non-disturbed lawn and will tolerate weekly mowings. Acceptable tall fescue varieties will be turf types only and include, but are not limited to: Grande II, ATM, 3rd Millennium SRP, Aggressor, Spyder LS, Firenze, and Wolfpack. Forage type varieties of fescue and Kentucky bluegrass sod varieties will be rejected.

The Contractor shall submit to the Engineer a spec sheet for the variety of fescue sod that is selected prior to the installation; spec sheet must be on sod supplier's letterhead and state the composition of the sod blend, the soil type the sod is grown on, and shall be dated within the same growing season as the sod being supplied for this project will be harvested and installed. Installation of the sod may only proceed after the variety of sod has been approved.

BID ITEM 30301 – 5 INCH CONCRETE SIDEWALK

BID ITEM 30302 – 7 INCH CONCRETE SIDEWALK

DESCRIPTION

All work under this bid item shall be per Parts III & IV of the Standard Specifications, except as follows. All dowel and tie bars, shall be considered incidental to this bid item, including tie bars to existing pavement or curb. All asphaltic expansion joint filler and urethane caulk for joints where concrete pavement abuts frost-protected stoops and/or building foundations shall be considered incidental to this bid item. All thickened-edge areas poured integrally with (DEPTH), CONCRETE SIDEWALK items shall be considered incidental to the sidewalk item, including additional excavation, forming, subbase preparation, aggregate base material placement and compaction, concrete, and reinforcing.

Asphaltic Expansion Joint Filler: Provide asphaltic expansion joint material and an all-weather, industrial-grade urethane concave caulk joint at the top for all lengths of seatwall that abut concrete pavement. Color of urethane caulk shall be selected by the Engineer. Miscellaneous materials are considered incidental to this item.

Caulk: Provide exterior-rated, industrial grade urethane caulk specifically suited for adhering to sealed precast concrete for joints between precast concrete units and finishing the top surface of the asphaltic expansion joint at the front face of precast seatwall lengths where they abut adjacent site concrete pavements. Color shall be selected by the Engineer to match precast concrete color as closely as possible from caulk manufacturer's standard full range of colors.

Installation: Install asphaltic expansion joint material at full perimeter of any frost-protected building stoop and/or building foundation where those existing constructions will abut new concrete pavement. Install asphaltic joint material for the full depth of the concrete pavement, finishing ¼” below concrete pavement elevation. Install urethane caulk joint along the length of the expansion joint, concave profile with full contact, to seal the joint between the pavement and adjacent foundations. Clean all errant caulk material off of pavement and foundations.

Article 301 Concrete and Concrete Structures

301.1 General

All concrete shall be Air-Entrained, and content shall conform to:

- Slip-formed concrete 7.0% +/- 1.5%
- All other concrete 6.0% +/- 1.5%

Maintain a uniform consistency in consecutive batches of concrete. Use the following slumps for the technique used in horizontal pours (pavements, slabs curb & gutter, etc.):

- Slip-Formed – 2.5 inches or less
- Not Slip-Formed – 4 inches or less

Coarse Aggregates

This special provision describes specialized material requirements for aggregates used in Concrete Pavements. Conform to Sections 415 and 501 of the WisDOT standard specifications except as modified in this special provision.

Replace 501.2.5.4.1 of the WisDOT standard specifications with the following:

501.2.5.4.1 General

- (1) Provide coarse aggregates from a department-approved source as specified under 106.3.4.2.
- (2) Use clean, hard, durable crushed gravel or crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.
- (3) Use virgin aggregates only.

Replace the first paragraph of 501.2.5.4.2 with the following:

- (1) The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale.....	1.0
Coal.....	1.0
Clay lumps.....	0.3
Soft fragments.....	5.0
Any combination of above.....	5.0
Thin or elongated pieces based on a 3:1 ratio.....	15.0
Materials passing the No. 200 sieve.....	1.5
Chert ^[1]	2.0

^[1] Material classified lithologically as chert and having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of chert by dividing the weight of chert in the sample retained on a 3/8-inch sieve by the weight of the total sample.

Replace the first paragraph of 501.2.5.4.3 with the following:

- (1) The percent wear shall not exceed 40, the weighted soundness loss shall not exceed 9 percent, and the weighted freeze-thaw average loss shall not exceed 12 percent.

BID ITEM 90000 – TEMPORARY PAVEMENT (UNDISTRIBUTED)

DESCRIPTION

This work shall include all work, materials, labor and incidentals necessary to construct a 3" minimum thick HMA pavement or other ADA-compliant surface suitable for use as a temporary pedestrian access or as directed by the Engineer for maintenance of traffic.

Preparation for the temporary pavement is included with this item including excavation or fill as needed. The pavement shall be installed on existing base course material or, in areas where the grade is too low, the Contractor shall install Gradation 2 crushed aggregate base course as needed, which shall be considered incidental to this item. The Contractor shall be responsible for maintaining the temporary pavement and all components with no additional compensation.

All materials, preparation and placement shall be in accordance with Part IV of the Standard Specifications. The Contractor shall place the temporary pavement such that it is even with the adjacent paved surfaces and will be suitable for use for a driving surface or for pedestrian use.

Excavation of the temporary pavement prior to placement of permanent infrastructure shall be considered incidental to the Excavation Cut item.

METHOD OF MEASUREMENT

Temporary Pavement (Undistributed) shall be measured by the square yard acceptably installed.

BASIS OF PAYMENT

Temporary Pavement (Undistributed) shall be measured as described above shall be full payment for all work, materials and incidentals required to complete the work in accordance with the description

BID ITEM 90001 – FENCE SAFETY

DESCRIPTION

This special provision describes constructing a temporary fence between the construction zone and sidewalk open to the public, or as directed by the Engineer and as hereinafter provided. Fence shall only be installed in areas where pedestrians will be immediately adjacent to the work zone or in areas that become problematic with pedestrians crossing the street at areas not designated as cross walks. Safety fence installation shall not interfere with access to any properties or any space within the right-of-way used by adjacent businesses, if approved by the City. Fence shall also extend to the ground to be detectable by cane for the blind.

MATERIALS

Provide fence fabric and materials meeting the following requirements.

Construction:	Chain link
Color:	galvanized steel
Roll Height:	8 feet
Mesh Opening:	2 inch min to 3-inch max
Wire Diameter:	0.148-inch
Pipe line post OD:	1.9-inch
Pipe corner and pull post OD:	2-3/8-inch
Top rail OD:	1-5/8-inch

Top and Bottom Tension Wire Diameter: 0.177-inch
Accessories for a complete fence system

CONSTRUCTION

In areas where concrete pavement is not to be removed, the contractor shall provide other means for securing fencing and posts so as not to disturb the concrete pavement. Such means could be by use of barrels, fence posts with concrete bases, or other approved means.

It is expected that all fencing will be promptly removed once the concrete pavement work has been completed and concrete is cured or at an earlier date as required by the Engineer.

METHOD OF MEASUREMENT

City Engineering will measure Fence Safety by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities on the same side of the street will not be measured and paid again.

BASIS OF PAYMENT

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90002 – ELECTRICAL DEMOLITION

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to complete the electrical demolition work. Work shall be completed per City of Madison Standard Specifications for Public Works Construction, as specified in specification section 260502, Appendix A, and as shown on the ED-series plans.

METHOD OF MEASUREMENT

Electrical demolition as described above and as noted on plans shall be measured, as one unit and payment shall be made upon completion, in place, and accepted in accordance with the contract.

BASIS OF PAYMENT

Electrical Demolition shall be paid for at the contract unit bid price per LUMP SUM.

BID ITEM 90003 – TREE AND STUMP REMOVAL

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to completely fell existing trees indicated to be removed, including the removal of all felled material completely from the site, and grinding the stumps out to the full depth of each stump. No evidence of tree removal operations shall be present after the tree and stump removal has been completed.

METHOD OF MEASUREMENT

Tree and Stump Removal as described above and as noted on the plans shall be measured as a lump sum payment upon completion, in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Tree and Stump Removal shall be paid for at the contract unit bid price per LUMP SUM.

BID ITEM 90004 – REMOVE AND DISPOSE OF SITE FURNISHINGS

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to completely remove all existing site furnishings and features indicated in the project drawings.

Removal and re-installation of specific Precast Concrete Planters, as indicated in the drawings, will be paid for separately.

Removal and re-installation of the Canopy Enclosure Assembly, as indicated in the drawings, will be paid for separately.

No evidence of removal operations shall be present after the removal and disposal has been completed.

METHOD OF MEASUREMENT

Remove and Dispose of Site Furnishings as described above and as noted on the plans shall be measured as a lump sum payment upon completion, in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Tree and Stump Removal shall be paid for at the contract unit bid price per LUMP SUM.

BID ITEM 90005 – CONSTRUCTION SURVEYING AND STAKING

DESCRIPTION

The Contractor shall be responsible for surveying and staking all lines and grades, contours and grade points, to the elevations shown on the plans or as field changes directed by the Engineer. An AutoCAD (.dwg) file will be provided upon request. The Contractor shall be responsible for configuring the file to a usable format in order to create nodes, alignments, or other useful data to facilitate surveying and staking. The Contractor shall use the established horizontal and vertical control points as provided by the City of Madison. The Contractor shall run a level circuit for the project in order to check for accuracy. If GPS is used to establish vertical and horizontal control, the Contractor shall provide a check on accuracy by checking established control locations. If vertical control is established using GPS, the vertical control must be distributed across the site using conventional level circuits.

The horizontal survey data is in Wisconsin County Coordinate System-Dane Zone, NAD83 (1997) datum. Vertical survey data has been referenced to NAVD 88.

METHOD OF MEASUREMENT

Construction Surveying and Staking shall be measured as lump sum as completed in the field.

BASIS OF PAYMENT

Construction Surveying and Staking, as measured above shall be full compensation for providing all materials, labor, equipment and incidentals necessary to complete surveying and staking for this project; for locating and setting construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

BID ITEM 90006 – PRECAST CONCRETE CATCHBASIN, 30-INCH DIAMETER
BID ITEM 90007 – PRECAST CONCRETE CATCHBASIN, 36-INCH DIAMETER

DESCRIPTION

This special provision describes providing precast concrete catchbasins, complete and including new castings as shown on the plans. Conform to Wisconsin DOT Standard Specification Section 611 and this special provision.

MATERIALS

Materials shall conform to Wisconsin DOT Standard Specification Section 611.

The adjusting ring(s) shall be Cretex Pro-Ring, or approved equal. Use manufacturer approved adhesive sealant. Supply manufacturer's recommendations prior to installation.

All castings shall be heavy duty rated and as shown on the drawings.

CONSTRUCTION

Construction shall be conforming to the drawings and with Wisconsin DOT Standard Specification Section 611.3.

Replace standard spec 611.3.3(1) with the following:

Set casting on Pro-Ring adjustment riser ring. Use adhesive/sealant between the ring and the inlet structure. Use adhesive/sealant between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. A maximum of 6 inches of total adjustment height is allowed. Use manufacturer approved adhesive/sealant to join the rings. If the adjustment rings must be cut, the joints must be staggered, and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the casting.

Use sloped adjusting rings to match the slope of the frame to the cross slope of the finished grade. The slope shall not be less than the cross slope of the of the pavement. See plan sheets for finished grade slopes.

METHOD OF MEASUREMENT

Precast Concrete Catchbasin, (Size), shall be measured as each individual precast concrete catchbasin with new casting, acceptably completed.

BASIS OF PAYMENT

Precast Concrete Catchbasin, (Size), as measured above shall be full compensation for all materials, labor, equipment and incidentals necessary to complete the work as described above.

BID ITEM 90008 – PVC CATCHBASIN, 8-INCH DIAMETER
BID ITEM 90009 – PVC CATCHBASIN, 12-INCH DIAMETER
BID ITEM 90010 – PVC CATCHBASIN, 18-INCH DIAMETER

DESCRIPTION

This special provision describes providing PVC catchbasins with new drainage grates as shown on the plans.

MATERIALS

Catchbasin shall be manufactured from PVC pipe stock conforming to ASTM D1784 cell class 12454. A thermo-molding process shall be used to reform the pipe stock to the specified configuration. Provide 6-12 inches of additional contiguous structure material above the plan rim elevation.

Pipe connection stubs shall be manufactured from PVC pipe stock conforming to ASTM D1784 cell class 12454 to provide a watertight connection with the specified connecting pipe. Joint tightness shall conform to ASTM D3212 and F477 when connecting to plastic storm sewer pipe.

Drainage grates shall be ductile iron conforming to ASTM A536 Grade 70 50 05. Drainage grates shall be furnished by the catchbasin manufacturer, and be made specifically for each catchbasin so as to provide a round bottom flange that closely matches the outside diameter of the PVC structure body.

Approved manufacturer for PVC catchbasins and drainage grates is ADS Nyloplast, or equal.

CONSTRUCTION

Excavate to the elevation required to place structure base and bedding material in order to achieve the new pipe invert and rim elevations. Excess excavated material shall be removed from site and properly disposed of by contractor.

Provide a minimum of 6-inches of base aggregate open graded bedding material.

Install PVC catchbasin on prepared bedding material and align the pipe connection stubs to receive the new storm sewer and draintile pipes.

Complete the connections to the new storm sewer and draintile pipes using inlet and outlet adapters, if necessary, per manufacturer's recommendations. If adjustments to the plan invert elevations are required, contractor shall discuss the adjustments with the City and Engineer prior to making the adjustments. All adjustments to the plan invert elevations shall be measured, noted, and submitted by the contractor to the City for inclusion on the as-built drawings.

Cut the catchbasin to the final rim elevation. If adjustments to the plan rim elevation are required, contractor shall discuss the adjustments with the City and Engineer prior to making the cut. All adjustments to the plan rim elevation shall be measured, noted, and submitted by the contractor to the City for inclusion on the as-built drawings. Contractor shall remove and properly dispose of the cut off portion of the catchbasin off site.

Install drainage grate matching the catchbasin outside diameter.

Backfill the area around the catchbasin and pipe connections with bedding material to the finish subgrade elevation.

Remove debris from the grate and catchbasin after backfilling, as necessary, and install inlet protection per the drawings and specifications.

METHOD OF MEASUREMENT

PVC Catchbasin, (Size), shall be measured as each individual PVC catchbasin with new grate, acceptably completed.

BASIS OF PAYMENT

PVC Catchbasin, (Size), as measured above shall be full compensation for all materials, labor, equipment and incidentals necessary to complete the work as described above.

BID ITEM 90011 – ELECTRICAL

DESCRIPTION

Work under this bid item shall include all labor, equipment, and materials necessary to complete the new electrical system and lighting system. Work shall be completed per City of Madison Standard Specifications for Public Works Construction, as specified in specifications in Appendix A, excluding section 2560502, and as shown on the E-series plans. Work includes furnishing and installation of all electrical improvements, including but not limited to; conduit, wiring, lighting, concrete pole foundations, panelboard, lighting controls, handholes and all cutting and patching necessary to complete electrical work.

METHOD OF MEASUREMENT

Electrical System and lighting as described above and as noted on plans shall be measured, as one unit and payment shall be made upon completion, in place, and accepted in accordance with the contract.

BASIS OF PAYMENT

Electrical System and Lighting shall be paid for at the contract unit bid price per LUMP SUM.

SITE SPECIALTY ITEMS AND LANDSCAPING, GENERAL

All materials furnished by the Contractor for installations under this contract are subject to approval by the Engineer.

Unless otherwise stipulated in the specifications or noted on the drawings, all materials and equipment incorporated in the work shall be new and unused and in complete accordance with the specification requirements.

Materials and/or work not specifically identified as in a bid item shall be considered incidental to work and shall be included in appropriate bid item(s) unless specifically excluded.

It is the Contractor's responsibility to verify the model numbers shown on the plans and specifications and update same before submitting shop drawings. Any model number revisions or subsequent material cost increases shall be made at no additional cost to the contract whether it is because of a different type or mounting due to project conditions, discontinued model numbers or other such issues. In the case of discontinued model numbers, the Contractor shall bring it to the Engineer's attention with the manufacturer's recommended substitution before shop drawings are submitted so that the appropriate equipment can be selected by the Engineer.

Contractor shall make his/her best effort to obtain the exact plant material indicated in the plans and specifications. If plant material is not available, the Contractor must submit, in writing, a request for substitution along with three (3) letters from reputable, commercial nurseries in Wisconsin indicating that the plant is not available. Substitutions for larger size plant material of the same species and variety is acceptable but will not incur any additional cost to the project.

The Contractor shall furnish a complete list and cut sheets/shop drawings of materials to be furnished and used for specialty items and plant lists from suppliers. Such list shall include the names and addresses of manufacturers, suppliers, or plant nurseries, together with catalog numbers, certificates of compliance, specifications, and other product information requested by the Engineer of specifically listed in each of the following specification sections. Catalog numbers shall be identified on respective data sheet. The list and cut sheets/shop drawings shall be submitted within 20 calendar days of the award of the contract. No materials shall be incorporated into the project prior to the written approval of the Engineer. Approval does not change the intent of the specifications. The Contractor shall not substitute or make changes in material without resubmittal for approval.

Utility Coordination

Coordinate with Electrical Contractor and any other Contractors on work that requires coordination between site specialty items, pavements, and electrical service to any components of the work.

Coordinate with Plumbing and Storm Utility Contractor(s) on work that requires coordination between site specialty items, pavements and water service or storm piping for all components of the work.

Paving Coordination

Coordinate with Contractor performing concrete flatwork for all components of the project (curbs, subbase pavements, concrete walks, etc.) on work that requires coordination between site specialty items and concrete pavements. Coordinate with the Contractor performing poured in place rubberized surfacing installation on work that requires coordination with other site specialty items and pavements.

Field Measurement and Verification

The Contractor and all subcontractors will be responsible for continually reviewing and evaluating field conditions and constructions and verifying that grades, dimensions, tolerances and connections between all disciplines and all constructions are in accordance with the drawings and will result in a high-quality project.

Contractors and suppliers/manufacturers will be required to work independently and with one another to coordinate with adjacent work, verify all materials, confirm structural integrity of the work, continuously verify field measurements and field construction criteria related thereto, check and coordinated the information contained in submittals and shop drawings, and produce mock-ups and final construction in conformance with the requirements of the contract documents.

Material Substitutions

Any request for substitutions will only reviewed by the City and Engineer after the bid.

Materials, equipment, or methods of installation other than those named, will be considered only if such articles are in accordance with the general requirements and are similar in composition, dimension, construction, capacity, aesthetics, finish, and performance.

In any case where the Contractor wishes to use equipment or methods other than those listed by name, such equipment shall be considered a substitution and must be approved by the City and Engineer. To gain approval for substitutions, the Contractor shall submit the following to the City and Engineer for review:

Documentation from the equipment manufacturer indicating where this equipment or material meets and does not meet the specifications or drawings as written. This documentation shall state all exceptions taken to the specification and the reasons for such exceptions. All documentation relative to the request for substitution shall be submitted on the manufacturer's letterhead and signed by a representative of the manufacturer.

Manufacturer's Cut Sheets: Cut sheets shall be originals as are contained in the manufacturer's catalog. Photocopies of these sheets will not be accepted for review.

The Contractor shall provide samples of the proposed equipment or material for the Engineer's review, if requested by the City and/or Engineer.

The Contractor shall furnish any other information or materials as requested by the City and/or Engineer to establish equality.

The Contractor shall acknowledge that they have reviewed the submission criteria for the request for substitution by stamping the submission with a review stamp or acknowledgment by an accompanying letter.

Equipment and materials submitted for review without proper documentation will be rejected without review.

Review fees are \$200 per each bid item per substitution request. A business check to cover Engineer's time in reviewing substitution shall be included with substitution request. Submittals without review fees shall be discarded and not reviewed

Information specific to required sample and product submittals is indicated in each individual section.

Cast-in-Place Concrete, Reinforcing and Aggregate Base

All concrete, including reinforcing, listed as an item or incidental to the site specialty items on the project shall conform to the following minimum material standards and construction requirements:

Concrete Flatwork for Site Specialty Items:

Conform all concrete materials and construction for concrete flatwork, with the exception of the colored/textured concrete, to the City of Madison Standard Specifications for Public Works Construction, current edition, Part IV "Pavements".

Cast-In-Place Concrete for Footings and Site Specialty Items:

Wisconsin Department of Transportation, Standard Specifications for Highway and Structures Construction (SSHSC), Current Edition, Sections 501.

Unless otherwise noted, provide Type I (General Purpose) with the following:

- Fly Ash: ASTM C 618, Class C
- Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded from a single source.
- Lightweight aggregates: ASTM C 330
- Potable Water: ASTM C 94/C 94M
- Air-Entraining Admixture: ASTM C 260. 6% air entrainment to deal with freeze-thaw conditions.
- Chemical admixtures, curing materials, and miscellaneous materials only as approved by the Engineer.

Footings: Design mix to provide normal weight concrete with the following properties:

- Min. Compressive Strength (28 days): 3000 psi
- Maximum Aggregate Size: 1.5-inches.
- Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.68
- Air Entrainment (+/- ½%): None
- Maximum Replacement of Portland Cement with Fly Ash: 25 percent

Finish: Finish for any exposed (visible) cast-in-place concrete is called out in the Drawings; refer to drawings and approved mock-ups for final finish of concrete elements for this project.

Reinforcement:

Provide reinforcing in conformance with the Wisconsin Department of Transportation, Standard Specifications for Highway and Structures Construction (SSHSC), Current Edition, Sections 505. All reinforcing shall be epoxy-coated.

Ensure all reinforcing is installed a minimum of 3-inches clear of all outside surfaces of concrete construction.

Aggregate:

Provide "Standard Gradation 3" in accordance with the City of Madison Standard Specifications or "Base Aggregate Dense ¾-Inch per the Wisconsin Department of Transportation, Standard Specifications for Highway and Structures Construction (SSHSC), Current Edition, Section 305 for aggregate base as indicated in the plans and through approved shop drawings.

Geotextiles:

Provide geotextiles for subgrade separation and stabilization, drainage filtration, and subgrade reinforcement in conformance with the Wisconsin Department of Transportation, Standard Specifications for Highway and Structures Construction (SSHSC), Current Edition, Sections 645. If type of geotextile (also referred to as 'filter fabric') is not indicated in the Section or on the drawings, provide RFI to Engineer for review and response prior to construction.

Mockups

Build mock-ups off-site to verify appropriate materials, cross sections, color selections made, subbase and base course preparation, to demonstrate aesthetic effects and to set quality standards for materials and execution. Mockups must be reviewed and approved by the City or a Representative of the City prior to proceeding with future installations.

Approved mockups may become part of the completed work if undisturbed at the time of substantial completion.

Build the following mock-ups, at a minimum, and any others deemed necessary by the City Project Manager during the course of construction:

- Full-scale, single length of precast concrete seatwall
- Full-scale, vertical curb, minimum of 10 linear feet.
- Full-scale panel, 5 or 7-inch Concrete Pavement, 6'x6' minimum.

Shop Drawings and Sample Submittals:

Sample Submittals

General: Provide any and all other sample submittals indicated in individual Sections of the Project Documents.

Shop Drawings

All shop drawings and sample submittals shall be reviewed by the General Contractor for conformance with all requirements prior to being sent to the City Project Manager for final review and approval.

Where concrete footings or walls are indicated in the plan details, pay special attention to providing information related to all reinforcing (regardless of whether or not reinforcing is indicated in the plans) to conform to industry standards, including bending steel, radii, and bar overlap. Final reinforcing location, type and size will be approved through the shop drawing process for each individual item.

Shop drawings shall consist of (as applicable), details of the concrete base and reinforcing; sizes, profiles, connection details including all reinforcing/hardware/cast components to one another and as anchoring to pavement or footings; details for the lighting elements including fixtures (manufacturers cut sheet, color ranges, etc.), conduit(s) and connections and integration of all lighting and electrical equipment cavities with precast concrete seat walls and/or other work of the project.

By accepting submitted, approved shop drawings, the Contractor represents that he has determined and verified all materials, structural integrity, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract documents by the Engineer's approval of shop drawings unless the Contractor has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Engineer's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Engineer on previous submittals.

No portion of the work requiring submission of a shop drawing shall be commenced until the submittal has been approved by the Engineer.

Contractors shall submit a single set of all shop drawings every time a submission is made until final approval is received.

Drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor.

Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission.

Provide Shop Drawings for the following items, at a minimum, and any others deemed necessary by the City Project Manager during the course of construction:

- Precast Concrete Seatwalls
- Wood Bench Tops
- Log Feature Base and all Hardware for Mounting and Connections
- Poured In Place Rubber Surfacing (including connection to or interface with adjacent work)
- Screen Fence

BID ITEM 90012 – SALVAGE AND REINSTALL PRECAST CONCRETE PLANTERS

DESCRIPTION

This bid item describes carefully salvaging, storing and re-setting the existing precast concrete planters in accordance with this Section, as show on the plans, and as hereinafter provided.

MATERIALS

Existing Precast Concrete Planters: Existing precast concrete pots, approximately 30" diameter by 24" tall. Photograph available upon request.

Drainage Aggregate: Hard, durable, washed and rounded clear stone, 1.5-inch to 2-inch diameter size range, no color preference.

Filter Fabric: Non-woven, polypropylene or polyester filter fabric, 3 oz./sq. yd. minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.

Potting Soil: Provide all-purpose potting soil specifically blended with peat moss, processed softwood bark, horticultural-grade perlite, water retention granules, dolomitic lime, and fertilizer. Basis of Design: "Premium All-Purpose Potting Soil" by Proven Winners, or Approved Equal.

CONSTRUCTION

Contractor shall document the pre-construction condition of each individual planter unit prior to the start of construction and/or removal from the site. This set of photographs will establish the pre-construction condition of each planter and be the basis by which scratches, cracks and other damaged will be viewed against. If the Contractor fails to adequately document the pre-construction condition, any damage to planters will be assumed to be by the Contractor and will require repair and/or replacement with a new unit at no additional cost to the project.

Carefully remove each precast concrete planter unit from its existing location, indicated in the drawings, and ensure that it is not damaged or destroyed. Remove existing soil materials from each pot and gently clean inside of pots with water and soft scrub brush to remove dirt and debris prior to storage. Store units in a safe, secure off-site location of the Contractor's designation.

Return the precast concrete planter units to the site and examine areas to receive Precast Concrete Planters for compliance with requirements and conditions affecting installation and performance. Review locations of Precast Concrete Planters with the City Project Manager prior to final placement.

Install the Precast Concrete Planters plumb and level onto concrete surfaces as required by plans.

Place a single layer of filter fabric at the bottom of each planter, taking care to wrap up the inside vertical edges of the planter a minimum of 6-inches and securing in place. Filter Fabric shall be installed as a

single, continuous piece (no seams). Install a 3" layer of drainage aggregate on top of the filter fabric, leveling the mulch surface. Place a second layer of filter fabric on top of the stone mulch drainage layer, taking care to wrap up the inside vertical edges of the planter a minimum of 6-inches above the top level of the stone and securing in place. Filter fabric shall be installed as a single, continuous piece (no seams).

Place initial 6-inch-deep lift of specialized potting soil for planters in each planter, gently compacted, and lightly wetted. Install subsequent lifts of specialized potting soil for planters in 4-inch lifts, lightly tamping and wetting each lift. Finish elevation of specialized potting soil for planters 3-inches below the top lip of the salvaged and reinstalled planters.

Do not apply any mulch as a surfacing. Annual/seasonal plants will be planted by others.

Furnish all incidental items necessary to make the units complete and the installation acceptable, including shimming, if required.

Contractor is responsible for cleaning salvaged precast concrete planter units after installation based on industry standards for cleaning precast concrete site furnishings.

The City Project Manager will carefully inspect all furnishings after installation and cleaning for scratches or damage and dictate a plan of action for correction which could include but is not limited to wholesale replacement of the item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage are considered incidental to the installation.

Re-planting of pots with any plant material and/or re-placing soil within planters or mulch surfaces within planters is not required of the Contractor.

METHOD OF MEASUREMENT

Salvaged and Reinstalled Concrete Planters shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for providing materials necessary to completely remove, transport, store, and re-install the precast concrete planter units, shimming them as needed, and for all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90013 – SALVAGE AND REINSTALL CANOPY ENCLOSURE ASSEMBLY

DESCRIPTION

This bid item describes carefully salvaging, storing and re-installing the existing metal frame, canvas canopy, and plastic side enclosures, including any footings uncovered during the removals process. This item is noted in the plans as "Canopy Enclosure" in accordance with this Section, as show on the plans, and as hereinafter provided.

MATERIALS

Existing Canopy Enclosure Assembly: Existing assembly composed of metal frame, canvas canopy and plastic side enclosures, approximately 8'-11" long by 7'-8" wide by 12'-0" tall. Photograph available upon request. Footings for canopy posts may be present.

CONSTRUCTION

Contractor shall document the pre-construction condition of each individual piece (metal, canvas, and/or plastic, including hardware, footings (type/size/depth), and accessory materials) prior to the start of

construction and/or removal from the site. This set of photographs will establish the pre-construction condition of the canopy enclosure assembly as a whole as well as each individual component and be the basis by which scratches, cracks, tears, dents, missing pieces and/or other damaged will be viewed against. If the Contractor fails to adequately document the pre-construction condition, any damage to individual components, the assembly as a whole, or missing pieces will be assumed to be by the Contractor and will require repair and/or replacement with a new material in order to complete the full assembly and restore it to its pre-construction condition at no additional cost to the project.

Carefully remove each component of the canopy enclosure assembly from its existing location, and ensure that components are not damaged or destroyed. Contractor shall document materials, quantities, and create assembly drawings keyed to individual materials labeled with a non-permanent means of marking and make note in particular of any missing pieces during dis-assembly.

Store individual components of the assembly in a safe, secure off-site location of the Contractor's designation.

Return the assembly components to the site after final pavements and landscape restoration has been completed and examine areas to receive re-installed Canopy Enclosure for compliance with requirements and conditions affecting installation and performance. Review location of re-installed Canopy Assembly with the City Project Manager prior to final assembly and construction.

Install the Canopy Assembly fully and completely to match the pre-construction condition exactly and provide a secure, stable and sound installation. Provide footings if footings were included in the original work in the size, type and quantity to match the pre-removal condition.

Furnish all incidental items necessary to make the units complete and the installation acceptable.

Contractor is responsible for cleaning canopy enclosure components before, during or after installation based on industry standards for cleaning each different type of material (metal, canvas, plastic, etc.).

The City Project Manager will carefully inspect the re-installed Canopy Enclosure after installation and cleaning for scratches, tears, dents, missing components, or other damage and dictate a plan of action for correction which could include but is not limited to wholesale replacement of the item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage by the Contractor are considered incidental to the installation.

Re-planting of pots with any plant material and/or re-placing soil within planters or mulch surfaces within planters is not required of the Contractor.

METHOD OF MEASUREMENT

Salvaged and Reinstalled Concrete Planters shall be measured as a lump sum, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for providing materials necessary to completely remove, transport, store, and re-install the precast concrete planter units, shimming them as needed, and for all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90014 – POURED IN PLACE PLAYGROUND SURFACING

DESCRIPTION

This bid item shall be performed by a Contractor prequalified in Category 399: Poured-In-Place Playground Surfacing Installer. This item shall include all necessary work, labor and incidentals required

to obtain, receive, store, transport and install base course aggregate, geotextile and aliphatic rubber poured-in-place playground surfacing; for all excavation, subbase preparation, material placement and installation; and any/other materials and constructions associated with the poured in place playground surfacing detail assembly.

Poured-in-place playground surfacing shall be:

PlayBound Poured-In-Place applied using aliphatic urethane as manufactured by Surface America (P.O. Box 157, Williamsville NY 14231 (716) 632-8413 or (800) 999-0555 www.surfaceamerica.com) or Approved Equal

Proposed playground surfacing products must meet the following criteria:

- must carry a minimum ten (10) year limited warranty.
- must carry IPEMA Certification to ASTM F1292 standard for critical fall heights.
- surface / wear layer shall consist of recycled post-industrial Ethylene Propylene Diene Monomer (EPDM) rubber composed of 50% bright blue and 50% black colors
- basemat or cushion base shall be post-consumer recycled Styrene Butadiene Rubber (SBR) no less than 3.5" applied depth

Contractor shall order surfacing material for delivery from the proposed poured-in-place rubber vendor to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for loading, trucking, and off-loading as needed. Contractor is responsible for securing all deliveries and ensuring the completeness of the poured-in-place playground surfacing order prior to installation.

The poured-in-place playground surfacing shall be installed per the manufacturer's installation instructions to a depth of 4" for the entire playground surface, to include 0.5" of surface/wear layer and 3.5" of cushion base. Quantities identified in the proposal page describe installation of four (4) inches of poured-in-place rubber surfacing for the surface area of the install location.

Provide #2 clear stone base aggregate and type SAS geotextile fabric.

Double handling, stockpiling, and placing poured-in-place surfacing shall be incidental to this bid item.

METHOD OF MEASUREMENT

Poured-In-Place Playground Surfacing shall be measured by the square foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Poured-In-Place Playground Surfacing shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, labor, tools, equipment, and incidentals required to complete the work as set forth in the description and detail drawing.

Adjacent concrete band will be paid separately as part of 7-Inch Concrete Sidewalk Bid Item

BID ITEM 90015 – TREE PROTECTION FENCE

DESCRIPTION

This special provision describes furnishing and installing Tree Protection Fence as shown on the plans and as hereinafter provided prior to the start of construction and maintaining the fencing in place until final landscape restoration work commences.

MATERIALS

Fence

Conform fencing to Section 213.2(b), "Construction Fence (plastic)" of the City of Madison Standard Specifications for Public Works Construction.

Stakes

Provide 14 ga. galvanized, u-channel fence posts, min. 60-inch length with bottom flanges and green PVC coating. Stakes from Contractor's surplus may be utilized for this project provided that they meet the requirements listed and are in good working condition (not bent, rusting, etc.).

CONSTRUCTION

Refer to City of Madison Standard Spec 107.13, "Tree Protection".

Install Tree Protection Fence along edges of protection zones in a manner that will prevent people from easily entering protected area. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

Erect fence before any construction activities commence and preserve in place until construction has concluded. Install and remove without harm to trees, shrubs, bark mulch bed(s) or other landscape materials or signage. If any landscape areas are disturbed or damaged, notify the City immediately.

Set or drive posts into ground at 6'-0" o.c. minimum, closer as necessary to maintain the integrity of the installed fence and to form corners or directional changes in fencing. Where a post is located on existing pavement or concrete to remain, provide appropriate means of post support acceptable to the City.

Maintain Tree Protection Fence in good condition as acceptable to the City Engineer and remove only when construction operations are complete, equipment has been removed from the site, and final site and landscape restoration is underway.

If trees with the tree protection fence are damaged, contact the City Project Manager immediately and document the extent of damage. The Contractor will be required to repair or replace damaged trees or plant material or compensate the City in a manner consistent with the Guide for Plant Appraisal by the Council of Tree and Landscape Appraisers, current edition. The City Project Manager will make the final determination on whether replacement or monetary compensation will be sought based on the type of damage, extent of damage and overall impact to the project.

MEASUREMENT

Tree Protection Fence, completed in accordance with the contract, will be measured by the linear foot (LF), acceptably completed.

BASIS OF PAYMENT

Tree Protection Fence, as measured above, is full compensation for providing, handling, and storing all material; for preparing the site, installation, and maintenance of the fence and stakes; for furnishing and installing all materials and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work

BID ITEM 90016 – CAST IN PLACE CURB

DESCRIPTION

This special provision describes furnishing and installing cast-in-place concrete curb indicated in the drawings as: Vertical Curb. Curb shall be constructed of cast-in-place concrete, as show on the plans, and as hereinafter provided including shop drawings and mockups.

MATERIALS

Concrete

Provide concrete in conformance with Section, "Site Specialty Items and Landscaping, General / Concrete, Reinforcing and Aggregate Base"; specific mixture design (including admixtures and any/all other materials) must be submitted to the City Engineer for review and approval prior to use on the project.

Provide cylinder testing for all concrete materials.

Aggregate Base

Provide aggregate in conformance with Section, "Site Specialty Items and Landscaping, General / Concrete, Reinforcing and Aggregate Base".

Reinforcing

Provide reinforcing in conformance with Section, "Site Specialty Items and Landscaping, General / Concrete, Reinforcing and Aggregate Base".

CONSTRUCTION

Examine areas adjacent to Cast in Place Curbs for compliance with requirements and conditions affecting installation and performance of the work. Proceed with installation only after unsatisfactory conditions have been corrected.

Provide materials and labor for constructing all excavations, base preparation/installation, foundation preparation/installation and backfilling.

Protect structures, utilities, pavements, and other improvements, planting beds, and turf areas from damage caused by Curbwall installation.

METHOD OF MEASUREMENT

Cast In Place Curbs, completed in accordance with the contract, will be measured by the linear foot (LF), acceptably completed.

BASIS OF PAYMENT

Cast In Place Curbs, as measured above, is full compensation for providing cast-in-place concrete, reinforcing and aggregate base; for any miscellaneous materials required to complete the work in the approved fashion; for excavating and preparing the base and foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site and for all labor, tools, equipment and incidentals necessary to complete the work.

Adjacent concrete pavements, specialty pavements, planting beds or lawns will be paid separately.

BID ITEM 90017 – LOG FEATURE WITH CAST IN PLACE CONCRETE FOOTINGS

DESCRIPTION

This special provision describes furnishing and installing the log feature with cast in place concrete footings constructed of a locally-sourced, milled and finished hardwood tree trunk and branching structure with cast-in-place concrete footings, attachment and reinforcing hardware, and installation as shown on the plans, and as hereinafter provided.

MATERIALS

Concrete

Provide concrete for cast-in-place (CIP) concrete footings in conformance with Section, "Site Specialty Items and Landscaping, General / Concrete, Reinforcing and Aggregate Base", "*Footings*". The specific mixture design (including admixtures and any/all other materials) intended for use on this project must be submitted to the Engineer for review and approval prior to use on the project.

Aggregate Base

Provide aggregate for CIP concrete footings in conformance with Section, "Site Specialty Items and Landscaping, General / Concrete, Reinforcing and Aggregate Base".

Hardware

Provide all hardware required for final completion of a stable, sound, and vandal-resistant installation. Hardware shall be stainless steel, grade 316 minimum.

Log Feature:

The Contractor shall provide a hardwood tree piece of approximately 12-15 feet in length, 5-8 feet in width, maximum height (as measured lying on its side) is 4 feet, a minimum of 3 and maximum of 5 limbs, and 15-20" diameter trunk. Contractor shall submit a photograph of proposed log with protracted tape measure or some other scale element with which to judge conformance with these requirements for review and acceptance by the City Project Manager. Tree shall be completely de-barked and rough sanded to eliminate burrs and create a smooth, continuous surface. At the sharp interface between the tree trunk/limbs and the cuts through the trunk/limbs, the Contractor or supplier shall chamfer sharp edges to provide a rounded, radiused profile or approximately 1/2" to 3/4".

Sealant: Tung Oil Sealant, apply to all exposed surfaces of entire piece, including cut ends.

The Engineer retains the right to reject any or all proposed logs based on unsatisfactory species or size conditions or for any other reason.

CONSTRUCTION

Form and pour cast-in-place concrete footings in accordance with the special provision for cast-in-place concrete and the drawings. Ensure that concrete base is fully cured prior to beginning work on the remaining installation and/or the installation of any surfacing adjacent to the footings. Coordinate the footing height with the poured-in-place playground surfacing (surfacing paid separately) such that the concrete footings for the log feature sit slightly above the aggregate base course layer of the playground surfacing but do not extend above the surfacing rubberized base course; the concrete footings shall not be visible at the surface in any location and the poured in place playground surfacing shall appear seamless across the entire area underneath the log feature.

Provide materials and labor for constructing all excavations, base preparation/installation, foundation preparation/installation, securing, finishing, and backfilling of footings.

Provide stainless steel hardware as indicated in the drawings, approved shop drawings, and this Section to secure log feature to CIP concrete footing and to ensure a complete, stable and durable installation.

All connection hardware shall be visually unobtrusive or hidden. Contractor will be required to route out the face of the log where hardware connections will be installed through the log such that the nuts do not extend beyond the face of the log in any location, are visually tucked into the surface of the log, and do not create potential for scratches or snags.

METHOD OF MEASUREMENT

Log Feature with Cast in Place Concrete Footings, completed in accordance with the contract, will be measured as a lump sum, acceptably installed.

BASIS OF PAYMENT

Log Feature with Cast in Place Concrete Footings, as measured above, is full compensation for providing excavation, aggregate base and concrete materials for cast-in-place concrete footings, for supplying and finishing the log feature piece, for all connection anchors, for any miscellaneous materials, anchors, and hardware required to complete the work in the approved fashion; for excavating and preparing the base and foundation; backfilling and disposing of surplus material; for unloading, storing and installing the log feature; and for all labor, tools, equipment and incidentals necessary to complete the work.

Adjacent concrete pavements, precast concrete seatwalls, poured in place playground surfacing, topsoil, planting soil, sodding, and/or bark mulch surfacing will be paid separately.

BID ITEM 90018 – PRECAST CONCRETE SEATWALLS

DESCRIPTION

Description This special provision describes furnishing, fabricating and installing precast concrete seatwalls, customized to fit the specific requirements of this project, as shown on the plans and as hereinafter provided; including shaping and finishing as detailed, and delivered and fully installed on-site. Guarantee all materials, workmanship, and installation for a period of one year from the date of acceptance.

The Contractor shall review drawings and submit shop drawings, product data, and samples with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the City or any separate Contractor.

Precast Concrete Seatwalls, after assembly, must be able to withstand a minimum of 100 lb.f./s.f. live (uniform) load and concentrated load of 300lbf applied on an area of 4 sq. in.

Sample Submittals

Submitted samples shall consist of the following in order to confirm final material and color selections:

1. A 6" x 6" minimum piece of precast concrete, indicative of type, surface finish, color, aggregate size, and any and all other structural or visual qualities as the precast that will be used to produce the final product. Note: multiple sample iterations may be required to determine final color blends and finishes.

Shop Drawing Submittals

Provide full shop drawings for each separate length of Precast Concrete Seatwall. Include plan view layouts for each different precast seat wall length. Include profile and elevation details for each individual unit making up the different lengths and types, keyed to the plan view layouts. Indicate all pertinent dimensions, general construction, component connections, anchoring methods and materials, hardware, and installation procedures for both the thickened edge concrete that the seatwalls will be placed upon and the precast concrete seat portions of the work. In addition, shop drawings must include:

Detail fabrication and installation of precast concrete seatwall units.

Indicate connection or setting of one precast unit to the next and heights and sizes of individual units.

Indicate locations, plans, elevations, dimensions, shapes, and cross sections of each unit.

Indicate joints, reveals, chamfers, cast skate deterrent notches, and extent and location of each type of surface finish.

Detail loose and cast-in hardware and connections, including metal types and applicable ASTM standards.

Indicate locations, tolerances, and details of anchoring devices to be embedded in or attached to structure or other construction.

Indicate locations, sizes and details for integrating electrical items and lighting into precast units and overall precast seatwall lengths.

Indicate reinforcing, if/when required to meet structural performance requirements based on precast concrete seatwall unit size and fastening.

Indicate points for lifting and supporting unit.

Indicate all hardware types, sizes, metal, finish, threading pattern, head type, etc. for ALL hardware used in assemblies and to attach one component of work to the next, including Contractor's best practices utilizing hardware types and sizes successfully employed in similar installations and to secure similar material types to one another to complete secure, durable, and elegant assemblies.

Indicate all miscellaneous materials and/or constructions required to complete the installation.

By accepting submitted, approved shop drawings, the Contractor represents that he has determined and verified all materials, structural integrity, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract documents by the Engineer's approval of shop drawings unless the Contractor has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Engineer's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Engineer on previous submittals.

No portion of the work requiring submission of a shop drawing shall be commenced until the submittal has been approved by the Engineer.

Contractors shall submit a single set of shop drawings every time a submission is made until final approval is received.

Drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission.

MATERIALS

Furnish and deliver materials conforming to the requirements shown on the plans, as approved through the shop drawing process, and as outlined in this Section.

Lead time for precast concrete seat walls is a minimum of 12-15 weeks from receipt of order and deposit to manufacturer for precast concrete. Contractor shall work with precast concrete supplier to provide shop drawings and sample submittals in a timely manner so as not to hold up ordering, delivery or installation within the overall project schedule.

Precast Concrete Seatwall Units

Basis of Design: Based on 'Centenaire' Series (multiple individual models/unit numbers utilized) by Wausau Tile with customization for this project's specific requirements.

High density, wet-cast, fiber-reinforced precast concrete sections with XYPEX waterproofing additive and reinforcing meeting the following performance requirements:

Compressive Strength: No less than 5,000 psi

Air Content: 6-8%

Water-Cement Ratio: 45:1

Portland Cement: ASTM C-150

Deflection Max: L/720

Aggregates: Utilize standard aggregates. All aggregates must meet ASTM C-33 specifications, cleaned and properly graded to size; aggregates shall be blended to meet individual project requirements.

Coloring Pigments: Inorganic, resistant to alkalinity and used per manufacturer's recommendations.

Reinforcement and Hardware: Conform to American Concrete Institute (ACI) recommendations, manufacturer's design, and approved shop drawings. Reinforce precast concrete with deformed rods or wire or both as recommended by the precast manufacturer.

Threaded Inserts: Threaded Inserts: Precast concrete manufacturer shall integrate 3/8" ferrule inserts into each individual unit of precast; min. 4 inserts per piece, for anchoring precast units to cured, poured-in-place concrete base material. Contractor to provide grade 316 stainless steel threaded pins of sufficient length for min. 2-inch imbed into precast units and concrete substrate below if hardware is not provided by precast manufacturer.

Concrete Sealer: Provide colorless, pure acrylic water-repellent penetrating sealer. Sealer shall maintain the natural look of the concrete surface with no glaze or gloss, darkening or color change.

Size Tolerances: Construct all pieces to conform to approved shop drawings with a 1/16" tolerance in any dimension.

Color: To be selected from manufacturer's standard full range of precast colors.

Texture: Final color and texture shall be determined through sample submittal and approval process. Final texture shall be selected from manufacturer's full range of textures available for precast concrete; provide samples of a minimum of three textures (acid wash, weather stone and smooth cast) to select from.

Skateboard Deterrent: Provide notches cast into individual precast concrete seating units in accordance with the Working Drawings and approved shop drawings. Cast skate deterrents are integral to individual precast concrete seat pieces.

Precast concrete manufacturer and trade contractor must have a minimum of 5 years of successful experience on projects of similar magnitude and complexity to that indicated in this project.

Comply with specified provisions and recommendations of the Precast/Prestressed Concrete Institute (PCI).

Provide precast by one of the following manufacturers:

Wausau Tile (715-359-5441, Contact: Jeff Gramling)

Stonecast Products (262-253-6600)

Footings, Aggregate Base and Drainage Pipe

Footings: There is no true footing for the precast concrete seatwalls; the construction will attach to a thickened edge concrete sidewalk over a compacted aggregate base. Thickened edge concrete sidewalk, including excavation for sidewalk, subgrade preparation, pavement aggregate base course and pavement is included in bid items for 5-Inch and/or 7-Inch Concrete Sidewalk and will be paid separately from this Precast Concrete Seatwall bid item.

Aggregate Base: Provide open-graded base course, gradation size No. 2, per WisDOT SSHSC Section 501.2.7.4.2. Wrap entire volume of aggregate base in Type SAS non-woven geotextile fabric, overlapping seams a minimum of 2-inches and pinning in place. Aggregate and geotextiles are considered incidental to this item.

Drain Pipe: Provide 6-inch perforated HDPE pipe underdrain, wrapped per WisDOT specification Section 612. Pipe and geotextile wrap is considered incidental to this item.

Caulk: Provide exterior-rated, industrial grade urethane caulk specifically suited for adhering to sealed precast concrete for joints between precast concrete units. Color shall be selected by the Engineer to match precast concrete color as closely as possible from caulk manufacturer's standard full range of colors.

Backer Rod: Provide exterior-rated, industrial grade backer rod for any joints between precast units that exceed 1/8" and for the back side of all walls that will be buried below adjacent soil grades to keep soil materials from washing through joints.

Thinset Mortar: Provide latex modified, exterior grade thinset mortar as a setting bed for all units as a thin leveling and adhesive layer between concrete pavement and base of precast seatwall units.

Epoxy Adhesive: Provide exterior-grade, high-strength, structural epoxy adhesive suitable for vertical and horizontal applications subject to weathering and freeze-thaw and specifically suited for setting any/all anchoring hardware into holes in the precast concrete units.

Wood Top, Framing and Fastening for Precast Seat Wall

Refer to bid item for Wood Bench Tops. All Wood tops, framing and hardware for anchoring bench tops to precast units will be paid separately.

CONSTRUCTION

Examine all adjacent work and conditions for compliance with requirements for installation tolerances and other conditions affecting the performance of the Work. Do not proceed with installation of any precast concrete seatwall units or lengths until all unsatisfactory conditions affecting the long-term performance or conformance with the documents have been corrected.

Take extreme care during delivery, storage, and handling to ensure that precast concrete seatwall units are not damaged. Avoid chipping, scratches, abrasions, and marking with foreign substances.

Excavate to depths required for coordinated installation of seatwalls with open-graded base, HDPE pipes and geotextiles. Install open graded base course aggregate, geotextile fabric, and wrapped 6" perforated HDPE pipe underdrain in accordance with the drawings and approved shop drawings, taking care to ensure that aggregate is not contaminated with subsoils, debris or other material. Overlap all seams of geotextile and pipe wrap fabric a minimum of 6-inches, securing in place longitudinally and at all ends.

Coordinate subgrade work with all electrical service components. Subgrade work associated with open-graded base, HDPE pipe, and geotextiles and the materials themselves are all considered incidental to the precast concrete seatwall item and will not be paid separately.

Ensure that concrete pavements upon which precast concrete seatwall units will be installed is fully cured prior to beginning work on the seatwall installation.

Apply thin set mortar in accordance with manufacturer's written instructions and only when weather conditions allow for optimum results to be achieved to the horizontal surface between all precast units and concrete pavements. Apply continuously across entire contact surface in depth recommended by mortar manufacturer for leveling and adhesion. Hold the mortar 1/4" back from the face of the precast units and provide a caulked joint at the interface between the precast units and the adjacent concrete pavement. Remove any mortar that appears at the face of the precast units or on adjacent pavements.

The precast concrete seatwalls include an element of lighting that is considered integral to the piece. Coordinate fully the fabrication of the seat walls with the integration of the LED light strip; refer to electrical plans and specs for additional information. The casting in and coordination with lighting

elements is considered incidental to this item. The actual electrical components (wiring, controllers, lighting elements) will be paid separately.

Fabricate seams and other connections that are exposed to weather in a manner to exclude water. If weep holes are deemed necessary, include as part of shop drawing submittal, and obtain approval for location, size, and frequency prior to fabricating with weeps.

Set work to required levels and lines, with units or members plumb, true to line, cut, and fitted. Fit work to other construction.

After all units have been installed, joints shall be thoroughly cleaned to remove any debris. Wipe joints with caulk manufacturer's recommended cleaner prior to application. Install backer rods in the joints at the back edge of units where joints between precast units exceed 1/8" and/or on the back side of the precast seatwalls where soil, mulch or landscape materials will be mounded up against the precast to prevent soil weeping through joints. Caulk, with concave profile, both vertical faces and horizontal surface between bottom of precast unit lengths and adjacent concrete pavements. Caulk shall be applied smoothly and continuously at each joint and in firm contact with adjacent surfaces. Clean excess caulk per caulk manufacturer's written instructions.

After installation and prior to turning the project over to the Owner, clean precast concrete seatwalls to remove any markings or dirt according to the precast concrete manufacturer's written recommendations. Do not use cleaning materials or processes that could change the color, appearance, or finish of the exposed surfaces.

Any precast units or assemblies marred, marked, or damaged during the duration of the construction project will be replaced, at no additional cost to the owner, with like material from the same supplier.

METHOD OF MEASUREMENT

Precast Concrete Seat Wall, completed in accordance with the contract, will be measured as a lump sum (LS), acceptably completed.

BASIS OF PAYMENT

Precast Concrete Seat Walls, as measured above, is full compensation for providing excavation and subgrade preparation and materials for the open graded base, perforated underdrain pipe wrap and all geotextile and pipe wrap material(s); for all miscellaneous materials listed in this Section and additional materials required to fully complete the work unless otherwise specifically excluded; for the precast concrete seatwall units and all accessory anchors and reinforcing; for all mortars, backing rods and caulks and adhesives; for the coordination and cast-in recesses required for the LED lighting elements to be integrated into the precast concrete seat walls (not including conduit, wiring or controller(s) or lighting elements) and for any miscellaneous materials required to complete the work in the approved fashion; for backfilling and disposing of surplus material; for placing, finishing, protecting; and restoring the work site; for cleaning all units and constructions; and for all labor, tools, equipment and incidentals necessary to complete the work.

Adjacent concrete pavements, other site surfaces, planting beds, lawns and/or other site furnishings or features will be paid separately. All electrical service items including conduit, wiring, controller(s), and/or lighting elements will be paid separately.

BID ITEM 90019 – WOOD BENCH TOPS

DESCRIPTION

Description This special provision describes furnishing, fabricating and installing custom wood bench tops, with and without arms as indicated in the drawings. Guarantee all materials, workmanship, and installation for a period of one year from the date of acceptance.

The Contractor shall review drawings and submit shop drawings, product data, and samples with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the City or any separate Contractor.

Wood bench tops, after assembly, must be able to withstand a minimum of 100 lb.f./s.f. live (uniform) load and concentrated load of 300lbf applied on an area of 4 sq. in.

Sample Submittals

Submitted samples shall consist of the following in order to confirm final material and color selections:

2. A 12"x12" minimum photograph of an example section of custom wood seating top panel, indicative of type, surface finish, color, staining or sealing techniques and products, variations in natural material grain or quality, and of sufficient size to accurately represent the lot of wood to be used, the metal framing, and the interface between the two components. Panel must be assembled with the configuration, spacing between slats, and hardware used for assembly that will be used to produce the final product.

Shop Drawing Submittals

Provide full shop drawings for each different type of Wood Bench Top (i.e., with arms and without arms). Include plan view layouts. Include profile and elevation details, keyed to the plan view layouts. Indicate all pertinent dimensions, general construction, component connections, anchoring methods and materials, hardware, and installation procedures for the wood bench tops and their connection to the precast concrete seatwall units. In addition, shop drawings must include:

Detail fabrication and installation of wood seat tops and their connection to the precast concrete seatwall units

Detail loose and cast-in hardware and connections, including metal types and applicable ASTM standards.

Indicate locations, tolerances, and details of anchoring devices to be embedded in or attached to precast concrete seatwalls.

Indicate all hardware types, sizes, metal, finish, threading pattern, head type, etc. for ALL hardware used in assemblies and to attach one component of work to the next, including Contractor's best practices utilizing hardware types and sizes successfully employed in similar installations and to secure similar material types to one another to complete secure, durable, and elegant precast-wood assemblies.

Indicate all miscellaneous materials and/or constructions required to complete the installation.

By accepting submitted, approved shop drawings, the Contractor represents that he has determined and verified all materials, structural integrity, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract documents by the Engineer's approval of shop drawings unless the Contractor has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Engineer's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Engineer on previous submittals.

No portion of the work requiring submission of a shop drawing shall be commenced until the submittal has been approved by the Engineer.

Contractors shall submit a single set of shop drawings every time a submission is made until final approval is received.

Drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor.

Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission.

MATERIALS

Furnish and deliver materials conforming to the requirements shown on the plans, as approved through the shop drawing process, and as outlined in this Section.

Lead time for wood bench tops is likely to be a minimum of 12-15 weeks from receipt of order and deposit to manufacturer. Contractor shall work with wood bench top supplier to provide shop drawings and sample submittals in a timely manner so as not to hold up ordering, delivery or installation within the overall project schedule.

Acceptable Wood Bench Top Manufacturers Could Include: Wausau Tile, Landscape Forms, Forms + Surfaces and/or Thomas Steele.

Wood Top, Framing and Fastening

Wood Slats: Provide 4" x 1" (nominal) thermally modified ash with no checking, wane, shake or structural defects. Fabricate with radius and/or angle cut edges as shown in Drawings.

Fasteners for Wood Slats: Provide stainless steel hardware on the underside of the wood bench slats to secure slats to the metal plate support straps. Coordinate with wood thickness to ensure secure, sound installation with fasteners embedding completely through pre-drilled holes in SS plate and no less than 1/2" and no more than 2/3" into the wood slats.

Stainless Steel Plate Straps: Provide custom-welded 3/8" (min) to 1/4" (max) thick Grade 316 stainless steel plate, fabricated into support straps and arm rests. Provide pre-drilled holes to accept fasteners for wood slats at 2 holes per wood piece where it connects to each support strap. For support straps that fasten seat surfaces to precast concrete units only, provide pre-drilled holes for nylon anchors, 2 holes per strap; do not include pre-drilled holes for seat backs in any location. Finish: Brushed, No. 4.

Nylon Anchors: Provide +/- 1.5" to 2" long nylon dowels only for plate straps that fasten to precast concrete seatwall units to form seat surfaces; do not provide for support straps for seat backs in any location as they do not 'anchor' to anything. Provide qty. 2 dowls per support strap, spaced approximately 8.5 inches apart and placed offset to pre-drilled holes for securing wood slats to same steel plate straps.

Epoxy Adhesive: Provide industrial-grade epoxy adhesive for pre-drilled holes in precast into which the nylon anchors will be set. Ensure epoxy is properly handled and mixed per manufacturer's written instructions and take care to use the amount necessary to ensure full and firm contact without weeping, overage or epoxy migration onto visible surfaces of any piece of the wood bench top assembly.

Materials, shop assembly and all wood, framing, fastening and miscellaneous materials included in this Section and as required to complete a full assembly are considered incidental to this item.

CONSTRUCTION

Examine all adjacent work and conditions for compliance with requirements for installation tolerances and other conditions affecting the performance of the Work. Do not proceed with installation of the wood bench tops until all unsatisfactory conditions affecting the long-term performance or conformance with the documents have been corrected.

Take extreme care during delivery, storage, and handling to ensure that wood bench top assemblies are not damaged. Avoid chipping, scratches, abrasions, and marking with foreign substances.

Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

Steel plate straps and wood slats shall be assembled as individual units or lengths, corresponding to the individual units of precast concrete seatwall that they attach to; do not span multiple units of precast with a single seat top unit.

Fabricate seams and other connections that are exposed to weather in a manner to exclude water. If weep holes are deemed necessary, include as part of shop drawing submittal, and obtain approval for location, size, and frequency prior to fabricating with weeps.

Set work to required levels and lines, with units or members plumb, true to line, cut, and fitted. Fit work to other construction.

Install level, plumb, true, positioned, and securely anchored at locations indicated on Drawings. Fasten mounting rails to precast concrete seatwall units with nylon anchors and epoxy as indicated; fasten wood decking to metal frame sleeper assembly with concealed decking fasteners per manufacturer's instructions. Space wood decking as indicated in the drawings or as directed by the concealed fasteners manufacturer.

Include fabrication and erection of all metal work complete, including all required shapes, clip angles, bolts, hangers, and accessories to complete metals work. Grind off sharp areas of exposed metals including sheared edges. Except as amended herein, materials and workmanship shall be in accordance with each applicable and appropriate standard practice issued by National Association of Architectural Metal Manufacturers.

Perform cutting, fitting, drilling, welding, tapping, etc., as may be required to complete this work and to join or accommodate work of other trades. Welding shall be in accordance with code of American Welding Society for stainless steel. Before welding, clean surfaces of loose scale, rust, paint, or other foreign matter and properly align. After welding, brush welds with wire brushes. Welds shall show uniform section, smoothness of weld metal, weather edges without overlaps and freedom from porosity and clinkers. Where necessary to achieve smooth connections, joints shall be dressed smooth. All welding shall be done by certified welders.

Fabricate structural steel connections, parts, and accessories in accordance with current edition of Specifications and Code of Standard Practice adopted by AISC. Metals shall be made with structural properties to safely sustain and withstand stresses and strains to which normally subjected, true to detail, clean, straight, with sharply defined profiles, lines, and angles and unless otherwise noted, with smooth finished surfaces.

Conceal all fasteners wherever possible; recess fasteners where concealment is not possible and, in particular, along seat surfaces.

After installation and prior to turning the project over to the Owner, clean wood bench top units to remove any markings or dirt according to the supplier's written recommendations. Do not use cleaning materials or processes that could change the color, appearance, or finish of the exposed surfaces. Clean wooden seat tops of materials or films after construction following the recommendations of the wood supplier.

Any wood bench top assemblies marred, marked, or damaged during the duration of the construction project will be replaced, at no additional cost to the owner, with like material from the same supplier.

METHOD OF MEASUREMENT

Wood Bench Tops, completed in accordance with the contract, will be measured as a lump sum (LS), acceptably completed.

BASIS OF PAYMENT

Wood Bench Tops, as measured above, is full compensation for providing all materials listed in this Section and additional materials required to fully complete the work; for the finished wood bench tops, with and without arms; for any miscellaneous materials required to complete the work in the approved fashion; for assembling, installing, finishing, and protecting the wood bench tops; for restoring the work site; for cleaning all units and constructions; and for all labor, tools, equipment and incidentals necessary to complete the work.

Precast concrete seatwalls will be paid separately.

BID ITEM 90020 – SCREEN FENCE

DESCRIPTION

All work under this bid item shall consist of furnishing and installing the Screen Fence, and all miscellaneous hardware required to complete the assembly and mounting of the fence in accordance with the manufacturer's written instructions, as show on the plans, and as hereinafter provided.

Furnish and deliver fence and all associated hardware and materials conforming to the details and in locations indicated in the plans.

Shop Drawing Submittals

Provide shop drawings for the Screen Fence. Drawings shall consist of details of the fence; indicate the method of fastening or installing; provide details and elevations of the connection or relationship between the fence and adjacent building walls or other site features; indicate any racking or sloped installation fittings; include a list of hardware items for connections between fence components or sections, and to surface mount into concrete including type, size and specific material of all hardware; and details or elevations of any other materials or constructions necessary to convey the full intent of the installation for the site-specific conditions of this project.

Color Sample Submittals

Provide physical color samples of manufacturer's standard full range of colors for final color selection by the Engineer.

General

DO NOT anchor, fasten, or otherwise connect to or drill any holes into any building foundations or facades.

Coordinate with fence supplier to ensure compatibility between the design intent and the field conditions where railings will be located. Shop drawings must be stamped by a PE licensed in the State of Wisconsin and include calculations verifying that they meet minimum requirements for structural strength and stability for this project's specific location and type of construction.

By accepting submitted, approved shop drawings, the Contractor represents that he has determined and verified all materials, structural integrity, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract documents by the Engineer's approval of shop drawings unless the Contractor has given written approval to the specific deviation. The Contractor shall not be relived from responsibility for errors or omissions in the shop drawings, product data or samples by the Engineer's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Engineer on previous submittals.

No portion of the work requiring submission of a shop drawing shall be commenced until the submittal has been approved by the Engineer.

Contractors shall submit a single electronic copy of shop drawings every time a submission is made until final approval is received.

Drawings submitted shall be marked with the name of the project, numbered consecutively, and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission.

MATERIALS

Provide 'Omega 80' Commercial Steel Fence with 6'-0" (nominal) high panels composed of the following materials:

- 64-5/8" wide welded panels, welded by resistance using 8-gauge pre-galvanized steel wire and horizontal louvre, welded at each crossing to form louver spacing of 1.80-inch x 5-3/16 inch.
- Horizontal louvers, 0.06 inch thick, welded to two vertical plates at the ends and hot rolled in accordance with AISA 1008 and ASTM A505.
- Vertical flat bars, 1.90 inches wide x 0.138 inches thick, hot rolled as per AISI 1008 and ASTM A505.
- Cold rolled annealed verticals wires made of AISI Grade 1018 steel with tensile strength of at least 75 000 psi in accordance with ASTM A853 and resistance-welded to louvers in accordance with ASTM A653.
- Panel longitudinal curvature shall not exceed 1/200 of the frame length.
- The difference between the panel width at the top and the width at the bottom shall be less than 1/4 inch.
- Transverse curvature shall be less than or equal to 0.394 inch per 39.37 inch of panel length.
- Panel diagonals shall not present a difference of more than 0.25 inches in length. Difference between C/C distances of horizontal bars shall not be more than 1/4 in per 59.05 in (6.4 mm per 1 500 mm) of panel length.
- 3-inch x 3-inch square posts are made of 11GA pre-galvanized, cold-formed AISI 1008 steel to meet ASTM A500 and ASTM A787 with maximum horizontal load of 841 lbs.
- Manufacturer's standard hardware kit utilized for fastening specified panels to specified posts.
- Post Cap: Provide post caps from manufacturer matching 3" x 3" post size. Finish with the same powdercoat color as the rest of the fence panels and posts.
- Gate: 3'-6" opening, standard latch, lockable with padlock by owner.
- Finish: Provide manufacturer's polyester surface coating, minimum 4 mils, applied by an electrostatic process. Coating shall cover all surfaces of the wire and post sections and post caps shall be finished separately. Coating shall be capable of withstanding the following tests:
 - Mechanical adhesion test as per ASTM D3359 - Method B
 - Shock resistance tests as per ASTM D2794
 - Salt spray testing with a minimum of 1 000 hours without red rust appearance, as per ASTM B117
 - Humidity resistance in a weather meter chamber as per ASTM D2247
 - Exposure to ultraviolet light with exposure of 1 000 hours using apparatus Type E and 63°C as per ASTM D1499
- Finish Color: Gloss Coating. To be selected from manufacturer's standard full range of gloss coating colors.
- Mounting: Surface mount

Mounting Hardware: Provide Grade 304 stainless steel hardware for any connections to other railing sections. Provide Grade 316 stainless steel tamper-resistant concrete anchor bolts for at-grade connections into concrete pavements where the hardware will be exposed to water and deicing chemicals; provide hardware imbed depth recommended by fence supplier for type and style of construction. If no embed depth

is indicated, the Contractor shall submit an RFI to the Engineer and the City Project Manager for anchor depth.

CONSTRUCTION

Deliver the Screen Fence components to the project site and locate as directed by the City Project Manager.

Examine areas to receive the screen fence for compliance with requirements and conditions affecting installation and performance. Review locations of Screen Fence with the City Project Manager prior to final assembly and/or installation.

Furnish all incidental items necessary to make the screen fence complete and the installation acceptable. Install the screen fence level and plumb per manufacturer's written installation instructions and details and any additional information provided in the plans and approved shop drawings.

Maintain a clear distance of 1-1/4 in and a maximum distance of 2 in from the ground surface to the bottom of the screen fence panel.

If components of screen fence require cutting or trimming, apply a zinc rich primer to the exposed ends and finish with the matching touch-up paint supplied by the manufacturer.

Provide and install code-compliant fence grounding at a maximum interval of 1 per contiguous length of screen fence. Contractor shall perform ground-resistance tests by two-point method according to IEEE 81. Desired Maximum Grounding Resistance Value: 25 ohms.

Excessive Ground Resistance: If resistance to ground exceeds desired value, notify the City Project Manager promptly. Include recommendations to reduce ground resistance and proposal to accomplish recommended work.

Contractor is responsible for cleaning the screen fence after installation per manufacturer's recommendations.

The City Project Manager will carefully inspect the screen fence after installation and cleaning for scratches or damage and dictate a plan of action for correction which could include but is not limited to paint touch-ups or wholesale replacement of individual sections or the entire installation item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage are considered incidental to the installation.

METHOD OF MEASUREMENT

Screen Fence, completed in accordance with the contract, will be measured as a lump sum (LS), acceptably completed.

BASIS OF PAYMENT

Screen Fence, as measured above, is full compensation for providing all accessory anchors and reinforcing, for any miscellaneous materials required to complete the work in the approved fashion; for placing, finishing, protecting; and restoring the work site; and for all labor, tools, equipment, and incidentals necessary to complete the work.

Adjacent concrete pavements, pavements, planting beds, lawns and/or site furnishings or features will be paid separately.

BID ITEM 90021 – TABLE UNIT, TYPE 1
BID ITEM 90022 – TABLE UNIT, TYPE 2

DESCRIPTION

All work under this bid item shall consist of furnishing and installing Table Units, and all miscellaneous hardware required to complete the installation of the site furnishings in accordance with the manufacturer's written instructions, as show on the plans, and as hereinafter provided.

MATERIALS

Furnish and deliver Table Units conforming to the details and in locations indicated in the plans.

Table Unit, Type 1

Model: T6900 by Doty & Sons Concrete Products, Anova Site Furnishings, or Approved Equal

Materials: Heavy-duty reinforced concrete

Finish: Special Sandblast

Color: Final color selection from manufacturer's full range of standard special sandblast colors to be determined by a City of Madison representative. Submit physical color samples to City of Madison representative for selection.

Surface Treatment: Non-Gloss Graffiti Sealer

Mounting Hardware: Manufacturer or Contractor provided stainless steel grade 304 threaded, tamper-resistant anchors and stainless-steel mounting screws.

Mounting Type: Surface mount.

Table Unit, Type 2

Model: T6910 by Doty & Sons Concrete Products, Anova Site Furnishings, or Approved Equal

Materials: Heavy-duty reinforced concrete

Finish: Special Sandblast

Color: Final color selection from manufacturer's full range of standard special sandblast colors to be determined by a City of Madison representative. Submit physical color samples to City of Madison representative for selection.

Surface Application: Gameboard stenciled on top surface with black Lithochrome paint

Surface Treatment: Non-Gloss Graffiti Sealer

Mounting Hardware: Manufacturer or Contractor provided stainless steel grade 304 threaded, tamper-resistant anchors and stainless-steel mounting screws.

Mounting Type: Surface mount.

CONSTRUCTION

Deliver the Table Units to the project site and locate as directed by the Owner's Project Representative.

Examine areas to receive Table Units for compliance with requirements and conditions affecting installation and performance. Review locations of Table Units with the City Project Manager prior to final placement.

Install the table units plumb and level onto concrete surfaces as required by plans.

Furnish all incidental items necessary to make the units complete and the installation acceptable.

Contractor is responsible for cleaning site furnishings after installation per manufacturer's recommendations.

The City Project Manager will carefully inspect all furnishings after installation and cleaning for scratches or damage and dictate a plan of action for correction which could include but is not limited to paint touch-ups or wholesale replacement of the item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage are considered incidental to the installation.

METHOD OF MEASUREMENT

Table Units, completed in accordance with the contract, will be measured as each individual unit (each), acceptably completed.

BASIS OF PAYMENT

Table Units, as measured above, is full compensation for materials including individual units indicated in the plans and hardware necessary to completely assembly of the site furnishings; for delivery and location of the units; and for all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90023 – STOOL UNIT

DESCRIPTION

All work under this bid item shall consist of furnishing and installing Stool Units, and all miscellaneous hardware required to complete the installation of the site furnishings in accordance with the manufacturer's written instructions, as show on the plans, and as hereinafter provided.

MATERIALS

Furnish and deliver Stool Units conforming to the details and in locations indicated in the plans.

Model: T6920 by Doty & Sons Concrete Products, Anova Site Furnishings, or Approved Equal

Materials: Heavy-duty reinforced concrete

Finish: Special Sandblast

Color: Final color selection from manufacturer's full range of standard special sandblast colors to be determined by a City of Madison representative. Submit physical color samples to City of Madison representative for selection.

Surface Treatment: Non-Gloss Graffiti Sealer

Mounting Hardware: Manufacturer or Contractor provided stainless steel grade 304 threaded, tamper-resistant anchors and stainless-steel mounting screws.

Mounting Type: Surface mount.

CONSTRUCTION

Deliver the Stool Units to the project site and locate as directed by the Owner's Project Representative.

Examine areas to receive Stool Units for compliance with requirements and conditions affecting installation and performance. Review locations of Table Units with the City Project Manager prior to final placement.

Install the Stool Units plumb and level onto concrete surfaces as required by plans.

Furnish all incidental items necessary to make the units complete and the installation acceptable.

Contractor is responsible for cleaning site furnishings after installation per manufacturer's recommendations.

The City Project Manager will carefully inspect all furnishings after installation and cleaning for scratches or damage and dictate a plan of action for correction which could include but is not limited to paint touch-ups or wholesale replacement of the item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage are considered incidental to the installation.

METHOD OF MEASUREMENT

Stool Units, completed in accordance with the contract, will be measured as each individual unit (each), acceptably completed.

BASIS OF PAYMENT

Stool Units, as measured above, is full compensation for materials including individual units indicated in the plans and hardware necessary to completely assembly of the site furnishings; for delivery and location of the units; and for all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90024 – BIKE RACK

DESCRIPTION

This work shall consist of the furnishing and installing bike racks as shown on the plans and as herein provided.

MATERIALS

Furnish and deliver Bike Racks conforming to the details and in locations indicated in the plans.

Model: UX by Madrax or Approved Equal

Materials: 2-3/8" diam. tube steel

Color/Finish: Powdercoat Finish. Final color selection to be determined from manufacturer's full range of standard colors by a City of Madison representative

Mounting Hardware: Manufacturer or Contractor provided stainless steel grade 304 threaded, tamper-resistant anchors and stainless-steel mounting screws.

Mounting Type: Surface mount.

CONSTRUCTION

Deliver the Bike Racks to the project site and locate as directed by the Owner's Project Representative.

Examine areas to receive Bike Racks for compliance with requirements and conditions affecting installation and performance. Review locations of Bike Rack Units with the City Project Manager prior to final placement.

Install the Bike Racks plumb and level onto concrete surfaces as required by plans.

Furnish all incidental items necessary to make the units complete and the installation acceptable.

Contractor is responsible for cleaning site furnishings after installation per manufacturer's recommendations.

The City Project Manager will carefully inspect all furnishings after installation and cleaning for scratches or damage and dictate a plan of action for correction which could include but is not limited to paint touch-ups or wholesale replacement of the item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage are considered incidental to the installation.

METHOD OF MEASUREMENT

Bike Racks shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing bike racks; and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 90025 – GRILL

DESCRIPTION

This work shall consist of the furnishing and installing Grills as shown on the plans and as herein provided.

MATERIALS

Furnish and deliver Grills conforming to the details and in locations indicated in the plans.

Model: Standard Park Grill by Jamestown Advanced Products, Anova Site Furnishings, or Approved Equal.

Materials: Steel

Color/Finish: Powdercoat Finish. Final color selection to be determined by a City of Madison representative.

Mounting Hardware: Manufacturer or Contractor provided stainless steel grade 304 threaded, tamper-resistant anchors and stainless-steel mounting screws.

Mounting Type: Surface mount.

CONSTRUCTION

Deliver the Grills to the project site and locate as directed by the Owner's Project Representative.

Examine areas to receive Grills for compliance with requirements and conditions affecting installation and performance. Review locations of Grill Units with the City Project Manager prior to final placement.

Install the Grill Units plumb and level onto concrete surfaces as required by plans.

Furnish all incidental items necessary to make the units complete and the installation acceptable.

Contractor is responsible for cleaning site furnishings after installation per manufacturer's recommendations.

The City Project Manager will carefully inspect all furnishings after installation and cleaning for scratches or damage and dictate a plan of action for correction which could include but is not limited to paint touch-ups or wholesale replacement of the item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage are considered incidental to the installation.

METHOD OF MEASUREMENT

Grills shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing grill units; and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 90026 – HOT COAL BIN

DESCRIPTION

This work shall consist of the furnishing and installing Hot Coal Bins as shown on the plans and as herein provided.

MATERIALS

Furnish and deliver Bins conforming to the details and in locations indicated in the plans.

Model: HOTASH by Petersen Manufacturing Co. Inc., Anova Site Furnishings, or Kay Park Recreation

Materials: Reinforced Concrete

Color/Finish: Light Sandblast. Final color selection to be determined by a City of Madison representative from manufacturer's full range of standard colors.

Mounting Hardware: Manufacturer or Contractor provided stainless steel grade 304 threaded, tamper-resistant anchors and stainless-steel mounting screws.

Mounting Type: Surface mount.

CONSTRUCTION

Deliver the Bins to the project site and locate as directed by the Owner's Project Representative.

Examine areas to receive Bins for compliance with requirements and conditions affecting installation and performance. Review locations of Hot Coal Bin Units with the City Project Manager prior to final placement.

Install the Hot Coal Bin Units plumb and level onto concrete surfaces as required by plans.

Furnish all incidental items necessary to make the units complete and the installation acceptable.

Contractor is responsible for cleaning site furnishings after installation per manufacturer's recommendations.

The City Project Manager will carefully inspect all furnishings after installation and cleaning for scratches or damage and dictate a plan of action for correction which could include but is not limited to paint touch-ups or wholesale replacement of the item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage are considered incidental to the installation.

METHOD OF MEASUREMENT

Hot Coal Bins shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing hot coal bin units; and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 90027 – REFUSE RECEPTACLE, TYPE 1

BID ITEM 90028 – REFUSE RECEPTACLE, TYPE 2

DESCRIPTION

This work shall consist of the furnishing and installing Refuse Receptacles as shown on the plans and as herein provided.

MATERIALS

Furnish and deliver Refuse Receptacles conforming to the details and in locations indicated in the plans.

Refuse Receptacle, Type 1

Description: Trash Receptacle

Model: State Street Receptacle, SSTR-32-P; LID-EA-P, by Thomas Steele or Approved Equal

Materials: Steel; vertical straps.

Lid: Elevated Ash Dome

Size: 32 Gallon

Color/Finish: Powdercoat Finish. Final color selection to be determined by a City of Madison representative from manufacturer's full range of standard colors.

Mounting Hardware: Manufacturer or Contractor provided stainless steel grade 304 threaded, tamper-resistant anchors and stainless-steel mounting screws.

Mounting Type: Surface mount.

Refuse Receptacle, Type 2

Description: Recycling Receptacle

Model: State Street Receptacle, SSTR-32D-P; LID-D-P, by Thomas Steele or Approved Equal

Materials: Steel; vertical straps

Lid: Dome

Size: 32 Gallon

Color/Finish: Powdercoat Finish. Final color selection to be determined by a City of Madison representative from manufacturer's full range of standard colors.

Mounting Hardware: Manufacturer or Contractor provided stainless steel grade 304 threaded, tamper-resistant anchors and stainless-steel mounting screws.

Mounting Type: Surface mount.

CONSTRUCTION

Deliver the Refuse Receptacles to the project site and locate as directed by the Owner's Project Representative.

Examine areas to receive Refuse Receptacles for compliance with requirements and conditions affecting installation and performance. Review locations of Refuse Receptacle Units (each type) with the City Project Manager prior to final placement.

Install the Refuse Receptacle Units plumb and level onto concrete surfaces as required by plans.

Furnish all incidental items necessary to make the units complete and the installation acceptable.

Contractor is responsible for cleaning site furnishings after installation per manufacturer's recommendations.

The City Project Manager will carefully inspect all furnishings after installation and cleaning for scratches or damage and dictate a plan of action for correction which could include but is not limited to paint touch-ups or wholesale replacement of the item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage are considered incidental to the installation.

METHOD OF MEASUREMENT

Refuse Receptacles (Type) shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing hot coal bin units; and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 90029 – PET WASTE STATION

DESCRIPTION

This work shall consist of the furnishing and installing the Pet Waste Stations as shown on the plans and as herein provided.

MATERIALS

Furnish and deliver Pet Waste Stations conforming to the details and in locations indicated in the plans.

Model: Round Can Station by Anova Site Furnishings, Dog Waste Depot or

Materials: Aluminum

Color/Finish: Powdercoat Finish. Final color selection to be determined by a City of Madison representative from manufacturer's full range of standard colors

Dispenser: Roll Bag System with 400 dog waste bags

Post: Telescoping

Sign: "Dog Waste Station. Please Clean Up After Your Dog"

Mounting Hardware: Manufacturer or Contractor provided stainless steel grade 304 threaded, tamper-resistant anchors and stainless-steel mounting screws.

Mounting Type: Embedded

CONSTRUCTION

Deliver the Pet Waste Stations to the project site and locate as directed by the Owner's Project Representative.

Examine areas to receive Pet Waste Stations for compliance with requirements and conditions affecting installation and performance. Review locations of Pet Waste Stations with the City Project Manager prior to final placement.

Install the Pet Waste Stations plumb and level as required by plans.

Furnish all incidental items necessary to make the units complete and the installation acceptable.

Contractor is responsible for cleaning site furnishings after installation per manufacturer's recommendations.

The City Project Manager will carefully inspect all furnishings after installation and cleaning for scratches or damage and dictate a plan of action for correction which could include but is not limited to paint touch-ups or wholesale replacement of the item depending on the type and extent of damage. Cleaning, repairs, or full replacements due to damage are considered incidental to the installation.

METHOD OF MEASUREMENT

Pet Waste Stations shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing pet waste station units; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90030 – Trees [Autumn Brilliance Serviceberry, Upright Multi-stem, B&B]

BID ITEM 90031 – Trees [Eastern Redbud, 2" Cal., B&B]

BID ITEM 90032 - Trees [Pagoda Dogwood, 2" Cal., B&B]

BID ITEM 90033 – Trees [Ozark Witchhazel, 2" Cal., B&B]

BID ITEM 90034 - Trees [State Street Miyabei Maple, 2" Cal., B&B]

BID ITEM 90035 - Trees [Heritage River Birch, 2" Cal., B&B]

BID ITEM 90036 - Trees [Espresso Coffeetree, 2" Cal., B&B]

BID ITEM 90037 - Trees [Crimson Spire Oak, 2" Cal., B&B]

DESCRIPTION

This work shall be in accordance with the requirements of Article 209 of the City of Madison standard specifications for public works construct.

Provide plant material in accordance with all ANSI standards.

Provide a 1-year warranty and maintenance period. The warranty/maintenance period will start upon substantial completion of landscape installation and extend for one calendar year (12 months). Maintenance activities are indicated in this section. The Contractor shall warranty all plant material to be in a healthy, thriving condition at the end of the 1-year period or shall furnish, at no additional cost, a replacement of the same species and size as the original plant material.

Trees shall be of the size and branching type specified in the Drawings. All trees except 'Autumn Brilliance' Serviceberry shall be single stem and trunk free of branches 7 to 9 feet. 'Autumn Brilliance' Serviceberry shall be multi-stem with no overlapping leaders. Trees shall be secured by Contractor by June 1 of the season of installation to ensure correct species and sizes are available at time of planting.

CONSTRUCTION

This work shall be in accordance with the requirements of SSHSC Section 632, except as follows:

Add the following to standard spec 632.2.1:

Ensure all plants are grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January 1990, unless otherwise approved by the Engineer.

Add the following to standard spec 632.2.8:

Furnish a list of sources for plants in accordance with Subsection 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the Engineer.

Delete standard spec 632.2.3 and replace with the following:

Planting Mixture, including all individual components of said mixture, shall meet the requirements outlined in the section "Planting Mixture" of these contract documents.

Delete standard spec 632.2.4.2 and replace with the following:

For fertilizer used in plant holes, provide a three-year release, water-soluble fertilizer contained in a micropore slow-release polyethylene packet. Ensure each packet contains two ounces of fertilizer. A single 2-ounce packet is considered one unit. Ensure the fertilizer conforms to the following minimum requirements:

Nitrogen, not less than ----- 16%

Phosphoric Acid, not less than ----- 8%

Potash, not less than -----8%

Use a minimum of two units and provide two units per caliper inch of tree trunk diameter. For one-half caliper measurements, round up to the next unit.

Delete standard spec 632.2.6 and replace with the following:

Provide Shredded Hardwood Bark Mulch for mulch rings around the base of plant material planted in lawn areas that is finely shredded hardwood bark mulch and the product of a mechanical chipper, hammermill, or tub grinder. Ensure the material is fibrous and uniformly dark brown in color, free of large wood chunks, and substantially free of mold, dirt, sawdust, weeds, weed seeds and foreign material. Ensure that no portion of the material is in an advanced state of decomposition. Ensure that the material does not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. Ensure that the material does not contain any bark of the black walnut tree. Ensure that the material, when air dried, all passes a 4-inch screen and no more than 20 percent by mass of the material passes a 0.10-inch sieve. Ensure that unattached bark or greenleaf composition, either singly or combined, does not exceed 20 percent each by mass. The maximum length of individual pieces cannot exceed 4 inches.

Provide mulch for trees planted in lawns and/or other areas as shown on the plans and details.

Mulch for tree rings will be considered incidental to the Tree planting item; mulch for the surface of planting beds will be paid for separately.

Supply source of shredded hardwood bark mulch to the Engineer. All sources will be subject to verification and approval by the Engineer.

Delete standard spec 632.2.7 and replace with the following:

Do not use wrapping on plant material.

Add the following to standard spec 632.2.10:

Provide bracing and guying materials only as necessary to maintain the short and long-term health of the tree and/or as directed by a Project Representative. Remove staking and guying material at the end of the maintenance period.

Delete standard spec 632.3.1, subsection (1) and replace with the following:

The normal spring planting season for all plants is up to June 15. The normal fall planting season is September 15 to November 15 or up until the ground is frozen. Ensure the planting of evergreen trees and shrubs, and perennials in the fall is completed by October 15. If the overall construction schedule dictates that planting will occur between June 15 and September 15, obtain approval from the Engineer to begin installation outside of the normal planting seasons. If the Engineer grants approval of the request, the Contractor will also be held fully responsible for all additional maintenance associated with planting outside of the normal planting seasons including, but not limited to, supplemental watering above and beyond the typical, specified landscape maintenance and care cycle schedule.

Add the following to standard spec 632.3.1:

Take care not to damage or disturb adjacent finished landscape and seed or sod to repair all damage caused to adjacent seeded and/or sodded areas.

Delete standard spec 632.3.3 and replace with the following:

Stake out locations of all plant holes and obtain approval of staked location from the Engineer before planting.

Add the following to standard spec 632.3.4:

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. Ensure the bottom of the root ball is in direct contact with the bottom of the hole.

Add the following to standard spec 632.3.7:

Remove the burlap and other wrapping materials including, but not limited to, twine, wire baskets, and plastic ribbon, from the entire root ball of B&B plants unless the Engineer determines that removal of said material will be detrimental to plant stability and/or establishment.

Add the following to standard spec 632.3.19.1:

The interval for a care cycle is 10-14 days between May 15 and October 15. There will be ten (10) required care cycles in a growing season.

Perform a complete and thorough spring clean-out around the base of all plants. Perform Spring clean-out during the first care cycle of the year (between April 15 and May 1) or as soon as weather and growing season conditions permit. Do not perform spring clean-out until the ground is no longer saturated from the spring thaw; walking on saturated soil will result in compaction. Ensure that Spring clean-out includes removal of past-season herbaceous material that has grown up within mulch rings at the base of the plant material, removal of any material damaged over the winter by pruning according to the language outlined in Section 632 of the Standard Specifications, removal of trash or other debris that has accumulated in the general vicinity of the berm planting area, planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the Engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

Perform a complete and thorough fall clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Perform Fall clean-out during the last care cycle of the year (between October 15 and October 31). Do not perform fall clean-out if the soil is saturated from rain event; wait until the soil moisture levels have gone down before performing the final bed clean-out. Ensure that Fall clean-out includes removing any material damaged during the growing season by pruning according to the language outlined in Section 632 of the Standard Specifications, removal of trash or other debris that has accumulated in the general vicinity of the berm planting area, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all

other clean-out and maintenance operations as directed by the Engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

Provide supplemental water during the April 15 to October 31 maintenance period as often as necessary to ensure healthy, thriving, and established plant material. The Contractor will remain solely responsible for plant health and watering for the duration of the proving period.

Re-mulching of mulch rings at the base of tree and shrub material is expected to be performed immediately prior to the end of the one-year proving period. Work is incidental to each tree. Additional payment for re-mulching will not be granted.

METHOD OF MEASUREMENT

TREE, (TYPE), (SIZE), (ROOT CONDITION) shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing and installing trees; for providing the warranty for materials and the maintenance for trees; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90038 – Shrubs [Low Scape Hedger Black Chokeberry, 5 Gal., Cont.]

BID ITEM 90039 – Shrubs [Hummingbird Summersweet, 5 Gal., Cont.]

BID ITEM 90040 – Shrubs [Copper Dwarf Bush Honeysuckle, 2 Gal., Cont.]

BID ITEM 90041 - Shrubs [Little Quick Fire Panicle Hydrangea, 5 Gal., Cont.]

BID ITEM 90042 - Shrubs [Miss Kim Lilac, 3 Gal., Cont.]

BID ITEM 90043 - Shrubs [Little Joe Arrowwood Viburnum, 5 Gal., Cont.]

BID ITEM 90044 - Shrubs [Golden Mop False Cypress, 3 Gal., Cont.]

BID ITEM 90045 - Shrubs [Mr. Bowling Ball Arborvitae, 3 Gal., Cont.]

DESCRIPTION

This special provision describes furnishing and installing shrubs as shows on the plans, and as hereinafter provided.

This work shall be in accordance with the requirements of Article 209 of the City of Madison standard specifications for public works construct, except as stated herein.

Shrubs shall be 18-24" height / spread at time of planting; exact sizes per species are indicated in the Drawings. They shall be planted in the fall season between September and October 31 or the spring season between April 15 and May 31.

During the first two months of establishment, the Contractor will be responsible for providing supplemental water for the plants equivalent to one inch of rainfall, twice per week during each week where rainfall does not exceed one-inch total. Each week shall be considered Saturday through Friday.

Any replacement shrub needed after October 31 shall be replaced the following spring between April 15 and May 31.

If shrub plantings do not occur until the spring, the pre-prepared planting beds shall be covered with 2" shredded bark mulch between November 1 and November 15 and shall remain throughout the winter months until spring planting.

Provide a 1-year warranty and maintenance period. The warranty/maintenance period will start upon substantial completion of landscape installation and extend for one calendar year (12 months). A list of

maintenance activities is included under bid items for SHRUBS, (TYPE), (SIZE), (ROOT CONDITION) and apply to the Shrubs bid item.

The Contractor shall warranty all plant material to be in a healthy, thriving condition at the end of the 1-year period or shall furnish, at no additional cost, a replacement of the same species and size as the original plant material.

This work shall be in accordance with the requirements of SSHSC Section 632 with the additions and revisions outlined in the bid items for SHRUBS, (TYPE), (SIZE), (ROOT CONDITION) and as stated herein.

METHOD OF MEASUREMENT

Shrubs shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing and installing shrubs; for providing the warranty for materials and the maintenance for individual plants and the entire planting bed(s); and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

- BID ITEM 90046 - Perennials/Grasses [Summer Beauty Allium, 1 Gal., Cont.]**
- BID ITEM 90047 - Perennials/Grasses [Shenandoah Switch Grass, 1 Gal., Cont.]**
- BID ITEM 90048 - Perennials/Grasses [The Blues Little Bluestem, 1 Gal., Cont.]**
- BID ITEM 90049 - Perennials/Grasses [Prairie Dropseed, 1 Gal., Cont.]**
- BID ITEM 90050 - Perennials/Grasses [Nodding Onion, 3" Plug, Cont.]**
- BID ITEM 90051 - Perennials/Grasses [Butterfly Milkweed, 3" Plug, Cont.]**
- BID ITEM 90052 - Perennials/Grasses [Prairie Sedge, 3" Plug, Cont.]**
- BID ITEM 90053 - Perennials/Grasses [Fox Sedge, 3" Plug, Cont.]**
- BID ITEM 90054 - Perennials/Grasses [White Turtlehead, 3" Plug, Cont.]**
- BID ITEM 90055 - Perennials/Grasses [Shooting Star, Quart, Cont.]**
- BID ITEM 90056 - Perennials/Grasses [Caesar's Brother Siberian Iris, Quart, Cont.]**
- BID ITEM 90057 - Perennials/Grasses [Blazing Star, 3" Plug, Cont.]**
- BID ITEM 90058 - Perennials/Grasses [Bergamot, 3" Plug, Cont.]**
- BID ITEM 90059 - Perennials/Grasses [Little Bluestem, 3" Plug, Cont.]**
- BID ITEM 90060 - Perennials/Grasses [Wild Ginger, 1 Gal., Cont.]**
- BID ITEM 90061 - Perennials/Grasses [White-Tinged Sedge, 1 Gal., Cont.]**
- BID ITEM 90062 - Perennials/Grasses [Bristleleaf Sedge, 1 Gal., Cont.]**
- BID ITEM 90063 - Perennials/Grasses [Pennsylvania Sedge, 1 Gal., Cont.]**
- BID ITEM 90064 - Perennials/Grasses [Rosy Sedge, 1 Gal., Cont.]**
- BID ITEM 90065 - Perennials/Grasses [Marginal Shield Fern, 1 Gal., Cont.]**
- BID ITEM 90066 - Perennials/Grasses [Bicolor Barrenwort, 1 Gal., Cont.]**
- BID ITEM 90067 - Perennials/Grasses [Spotted Geranium, 1 Gal., Cont.]**
- BID ITEM 90068 - Perennials/Grasses [Eastern Columbine, 1 Gal., Cont.]**
- BID ITEM 90069 - Perennials/Grasses [Plantain-leaved Sedge, 1 Gal., Cont.]**
- BID ITEM 90070 - Perennials/Grasses [Bottlebrush Grass, 1 Gal., Cont.]**
- BID ITEM 90071 - Perennials/Grasses [Autumn Bride Hairy Alumroot, 1 Gal., Cont.]**
- BID ITEM 90072 - Perennials/Grasses [Zizqag Goldenrod, 1 Gal., Cont.]**
- BID ITEM 90073 - Perennials/Grasses [Threadleaf Bluestar, 1 Gal., Cont.]**
- BID ITEM 90074 - Perennials/Grasses [Butterfly Milkweed, 1 Gal., Cont.]**
- BID ITEM 90075 - Perennials/Grasses [Purple Dome New England Aster, 1 Gal., Cont.]**
- BID ITEM 90076 - Perennials/Grasses [Side Oats Grama, 1 Gal., Cont.]**
- BID ITEM 90077 - Perennials/Grasses [Lesser Calamint, 1 Gal., Cont.]**
- BID ITEM 90078 - Perennials/Grasses [Prairie Sedge, 1 Gal., Cont.]**
- BID ITEM 90079 - Perennials/Grasses [Prairie Alumroot, 1 Gal., Cont.]**
- BID ITEM 90080 - Perennials/Grasses [Black-eyed Susan, 1 Gal., Cont.]**

BID ITEM 90081 - Perennials/Grasses [Prairie Dropseed, 1 Gal., Cont.]

DESCRIPTION

This work shall be in accordance with the requirements of Article 209 of the City of Madison standard specifications for public works construct, except as stated herein.

Perennials shall be two-year old plants and 4-inch pot or 1-gallon size at time of planting (size per species indicated in Drawings). They shall be planted in the fall season between September 1 and October 31 or the spring season between April 15 and May 31.

Perennial plug stock shall not be shipped until the soil preparation or engineered soil installation has been completed. Shipping shall be scheduled to result in a delivery and on-site storage time of no more than 24 hours prior to installation. Notify Engineer and City of Madison Representative of the expected date of delivery at least 5 working days prior.

Plugs and/or plants shall be individually labeled or labeled in bundles/trays of like species. If weather conditions delay planting protect and store plugs to ensure viability.

Storage procedures may include opening plant containers and /or storage of plants in shade or other means of cooling. All plants shall be healthy and free from fungal and bacterial discoloration, deformities, and rotting. Plants appearing otherwise will be subject to rejection.

Contractor shall stake general layout of each perennial or plug plant using labeled garden stakes or lath. Space as described in the planting plan. Engineer and City of Madison Representative shall be notified to review, adjust, and approve layout before plug installation.

Prior to planting biodegradable plant containers shall be split and non-biodegradable containers removed.

Plant plugs into prepared bioinfiltration area by cutting an "x" shaped slit into the pre-installed and pre-secured erosion control blanket and placing the plug/plant upright in the planting hole. Carefully backfill hole with adjacent soil mixture of the same type and re-place the erosion control blanket flaps. Contractor shall take care to minimize compaction of the soil profile and shall provide sheets of plywood or other materials to diffuse the weight of installers for all installations. Planting shall start at the center of the bioinfiltration areas and work outward toward the edges.

Thoroughly water all plants immediately after planting and at the end of each day during installation.

Contractor shall perform the following quality control functions before, during, and after planting:

- Inspect prepared bioinfiltration areas and/or planting beds surroundings for conformance with contract documents and for contamination by deleterious materials or sediments.
- Inspect all plant material upon delivery to the site and reject any and all plant material that is damaged, unhealthy, or otherwise unsatisfactory.
- Store plant material in shaded location before planting and keep plant material away from exposure to sun, wind, and other desiccating conditions.
- Ensure that plant material is well watered at time of delivery and continues to be watered between delivery and planting

During the first two months of establishment, the Contractor will be responsible for providing supplemental water for the plants equivalent to one inch of rainfall, twice per week during each week where rainfall does not exceed one-inch total. Each week shall be considered Saturday through Friday.

Any replacement perennial needed after October 31 shall be replaced the following spring between April 15 and May 31.

If perennial plantings do not occur until the spring, the pre-prepared planting beds shall be covered with 2" shredded bark mulch between November 1 and November 15 and shall remain throughout the winter months until spring planting.

Provide a 1-year warranty and maintenance period. The warranty/maintenance period will start upon substantial completion of landscape installation and extend for one calendar year (12 months). A list of maintenance activities is included under bid items for PERENNIALS/GRASSES, (TYPE), (SIZE), (ROOT CONDITION) and apply to the Shrubs bid item.

The Contractor shall warranty all plant material to be in a healthy, thriving condition at the end of the 1-year period or shall furnish, at no additional cost, a replacement of the same species and size as the original plant material.

This work shall be in accordance with the requirements of SSHSC Section 632 with the additions and revisions outlined in the bid items for PERENNIALS/GRASSES, (TYPE), (SIZE), (ROOT CONDITION) and as stated herein.

METHOD OF MEASUREMENT

Perennials & Grasses, (TYPE), (SIZE), (CONT), shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing and installing perennials and grasses; for providing the warranty for materials and the maintenance for individual plants and the entire planting bed(s); and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90082 – SHREDDED HARDWOOD BARK MULCH

DESCRIPTION

This work shall consist of the furnishing and installing shredded hardwood bark mulch for all planting beds, as shown on the plans and as herein provided.

MATERIALS

Provide Shredded Hardwood Bark Mulch, as shown on plan and in accordance with Section 632.2.6.

Provide Shredded Hardwood Bark Mulch as a top-dressing for all planting beds (as indicated in the plans) that is finely shredded hardwood bark mulch and the product of a mechanical chipper, hammermill, or tub grinder. Ensure the material is fibrous and uniformly dark brown in color, free of large wood chunks, and substantially free of mold, dirt, sawdust, and foreign material. Ensure that no portion of the material is in an advanced state of decomposition. Ensure that the material does not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. Ensure that the material does not contain any bark of the black walnut tree. Ensure that the material, when air dried, all passes a 4-inch screen and no more than 20 percent by mass of the material passes a 0.10-inch sieve. Ensure that unattached bark or greenleaf composition, either singly or combined, does not exceed 20 percent each by mass. The maximum length of individual pieces cannot exceed 4 inches.

CONSTRUCTION

Install mulch in accordance with Section 632.3.9 to a depth of 3 inches over entire area of planting beds or existing planting beds as noted in plans.

Where planting beds abut lawn areas, provide a Shovel Cut Edge (paid for separately from this item; refer to bid item for Shovel Cut Edge).

Do not use any weed barrier fabric in bark mulch areas.

Place the hardwood bark mulch in such a manner as to not damage plants or other landscape materials or pavements already in place.

METHOD OF MEASUREMENT

Shredded Hardwood Bark Mulch, completed in accordance with the contract, will be measured by the cubic yard, acceptably installed.

BASIS OF PAYMENT

Shredded Hardwood Bark Mulch, measured as provided above, will be paid for at the contract unit price, which shall be payment in full for furnishing all materials, placing material and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90083 – PLANTING MIXTURE, TYPE 1

BID ITEM 90084 – PLANTING MIXTURE, TYPE 2

DESCRIPTION

This work shall consist of the furnishing and installing planting mixtures as shown on the plans and as herein provided.

MATERIALS

Topsoil: Topsoil texture shall be naturally produced soil of loam, sandy loam to sandy clay loam with the following parameters and suitable for the germination of seeds and the support of vegetative growth:

- Gravel – Less than 10% by volume
- Sand – 30-70% by volume
- Silt – 10-15% by volume
- Clay – 10-15% by volume
- Organic Matter – 2-8% Dry Weight
- pH – 5.0 to 7.3

Submit topsoil intended to be used on this project to the UW-Madison Soils Testing Laboratory (Marshfield, WI) or Hummel Soils Labs (Trumansburg, NY) or Turf Diagnostics & Design (Linwood, KS); soil testing will be at the expense of the Contractor. Follow the Laboratory's written instructions for collecting, labeling and processing samples to be sent.

Ensure that samples are collected, processed, and delivered to the Laboratory in a timely manner; failure to do so that results in failure of obtaining results back cannot cause delay to the project or any other associated work. Samples should be submitted a minimum of 45 days prior to the start of installation of planting mixtures to ensure that testing and possible re-testing can be performed.

Request the following topsoil test be performed by the Laboratory (all tests must be performed by a single laboratory):

- USDA soil texture, including a particle size analysis for gravel, clay, silt and sand fractions.

- Infiltration/Permeability/Hydraulic Conductivity testing using ASTM D 2434 or ASTM F1815 at 80% and 85% compaction at proctor density.
- Chemical Analysis:
 - o Nutrient levels (ppm) including phosphorous, potassium, calcium, magnesium, manganese, iron, copper, zinc and calcium.
 - o Percent organic matter content
 - o pH
 - o Soluble salts by electrical conductivity
 - o Cation Exchange Capacity (CEC).

Sand: Coarse sand, ASTM C-33 Fine Aggregate, with a Fines Modulus Index of 2.8 and 3.2 Clean, sharp, natural sands free of limestone, shale and slate particles, pH lower than 7.0 with the following size distribution (submit testing results to demonstrate compliance):

<u>Sieve Size</u>	<u>% Passing</u>
3/8"	100
#4	95-100
#8	80-100
#16	50-85
#30	25-60
#50	5-30
#100	4-10
#200	2-4

Compost: Compost shall meet the requirements of the US Compost Council "Landscape Architecture/Design Specifications for Compost Use", section "Compost as a Landscape Backfill Mix Component", with the following additional requirements: Compost shall be yard waste trimmings and/or source-separated municipal solid waste to produce fungi-dominated compost; compost shall not be derived from biosolids or industrial residuals.

The compost supplier must provide a statement that the compost meets federal and state health and safety regulations.

Compost testing methodologies and sampling procedures shall be as provided in "Test Methods for the Examination of Composting and Compost" (TMECC), as published by the US Composting Council. Submit results for review and approval prior to delivery on site or use as a component of the Planting Mixture.

Fertilizer: Slow-release, organic fertilizer only as necessary if noted by the soil testing facility based on plant requirements.

Mycorrhizal Inoculant: Basis of Design: CPR #1 Mycorrhizal Root Inoculant from BioGreen LLC, 30937 Gilmer Road, Volo, IL; (847) 740-9637, or approved equal. Rates, method(s), and timing of application shall be per BioGreen's written instructions for this specific site and application.

Planting Mixture, Type 1

Provide a blend of the following materials (specified in this section, including review and submittal of all testing results prior to use on the project) for use in ornamental planting beds to achieve the following parameters:

PHYSICAL PARAMETERS

<u>Material</u>	<u>Acceptable Range</u>
Topsoil	70-80% by volume
Compost	10-15% by volume
Sand	5-10% by volume

*Adjust the ratio of components to achieve infiltration rates between 2-3 inches per hour when compacted to 80-85% maximum dry density. Submit infiltration testing results and final material blend to Engineer prior to use on this project.

CHEMICAL PARAMETERS

<u>Parameter</u>	<u>Acceptable Range</u>
pH	5.5-7.3

Planting Mixture, Type 2

Provide a blend of the following materials (specified in this section, including review and submittal of all testing results prior to use on the project) for use in bioinfiltration area to achieve the following parameters:

PHYSICAL PARAMETERS

<u>Material</u>	<u>Acceptable Range</u>
Sand	35-50% by volume
Compost	12-17% by volume
Topsoil	35-50% by volume

*Adjust the ratio of components to achieve infiltration rates between 2-3 inches per hour when compacted to 80-85% maximum dry density. Submit infiltration testing results and final material blend to Engineer prior to use on this project.

CHEMICAL PARAMETERS

<u>Parameter</u>	<u>Acceptable Range</u>
pH	5.5-7.3

CONSTRUCTION

Thoroughly blend components of Planting Mixture, (Type) off-site before spreading. Any adjustments to pH, nutrient content, or soil texture class shall be performed at this stage and pre-blended before spreading. Refer to physical parameters above and ensure that final blend meets the infiltration rate requirement.

Include mycorrhizal soil inoculants as part of planting soil mixtures in rates indicated by the supplier for the specific type of planting in each area.

Before installation of Planting Mixture, (Type) deep till, rip or fracture subgrades to a minimum of 12 inches deep unless otherwise indicated in drawings to support a single tree's root ball. Backfill the area with specific Planting Mixture (Type), in 8" lifts, mixing the first lift of Planting Mixture, (Type) with the decompacted subgrades to blend. Lightly compact each lift enough to be able to withstand foot traffic without causing a footprint more than 1" deep.

Place Planting Mixture, Type 1 for all tree plantings and planting beds, unless noted otherwise on plans, to a lightly compacted, final depth of 24-inches.

For Bioretention Area, confirm that final grading is finished and that other structural basin materials (overflow inlets, underdrain outfalls, riprap, etc.) have been installed, as applicable. Place Planting Mixture, Type 2 for entire area of bioretention basin.

Fertilizers and inorganic soil amendments shall be applied only as recommended by the soil tests and in accordance with the requirements of Section 629.3.1 of the Standard Specifications for Highway Construction and in accordance with all local regulations.

METHOD OF MEASUREMENT

Planting Mixture, (Type), will be measured by the Cubic Yard (CY), lightly compacted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price cubic yard, which price shall be payment in full for furnishing all materials and amendments, providing all material testing and re-

testing, excavating and removing existing material to depths indicated, tilling subgrades and placing Planting Mixture, (Type) material; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90085 – SHOVEL CUT EDGE

DESCRIPTION

This work shall consist of the furnishing and installing shovel cut edge for the boundary between planting areas and lawns shown on the plans and as herein provided.

MATERIALS

Provide Shredded Hardwood Bark Mulch backfill for shove cut edge, as shown on plan and in accordance with Section 632.2.6. and that is finely shredded and the product of a mechanical chipper, hammermill, or tub grinder. Ensure the material is fibrous and uniformly dark brown in color, free of large wood chunks, and substantially free of mold, dirt, sawdust, and foreign material. Ensure that no portion of the material is in an advanced state of decomposition. Ensure that the material does not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. Ensure that the material does not contain any bark of the black walnut tree. Ensure that the material, when air dried, all passes a 4-inch screen and no more than 20 percent by mass of the material passes a 0.10-inch sieve. Ensure that unattached bark or green leaf composition, either singly or combined, does not exceed 20 percent each by mass. The maximum length of individual pieces cannot exceed 4 inches.

CONSTRUCTION

Install shovel cut edge at the interface of all planting beds and lawn areas. Mulch edge with Shredded Hardwood Bark Mulch, mulch and tamp shovel-cut edge excavation to ensure adequate mulch compaction; add mulch to the excavated area, as necessary, to finish level with adjacent mulch and 1" above adjacent grades.

Do not use any weed barrier fabric, stone or other material in shovel cut edge construction.

Place the hardwood bark mulch in such a manner as to not damage plants or other landscape materials or pavements already in place.

METHOD OF MEASUREMENT

Shovel Cut Edge, completed in accordance with the contract, will be measured by the linear foot, acceptably installed.

BASIS OF PAYMENT

Shovel Cut Edge, measured as provided above, will be paid for at the contract unit price, which shall be payment in full for furnishing all materials, constructing natural bed edges, placing material and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90086 – STONE MULCH MAINTENANCE EDGE

DESCRIPTION

This work shall consist of the furnishing and installing a stone mulch maintenance edge along building foundations where shown on the plans and as herein provided.

MATERIALS

Stone Mulch

Provide hard, durable, washed, rounded stone clean and free of sand, clay and other foreign or organic matter. Color: Natural variations of dark and light grey, beige, tan, and pink. Size: 3/4". Basis of Design: 'American Heritage, 3/4"' by Kafka Granite (715-687-2423), or approved equal. Other suppliers could include Midwest Decorative Stone (608-273-9787) and/or Madison Block and Stone (608-249-5633). Provide physical sample to City Project Manager for final approval. Do not use any weed barrier fabric, stone or other material in shovel cut edge construction.

Filter Fabric

Provide non-woven, polypropylene, or polyester filter fabric, 4.0 oz./sq. yd. minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids. Utilize weed control fabric only under stone mulch areas; do not utilize in bioinfiltration basins or planting beds

Metal Edging:

Provide standard-profile, commercial-grade steel edging, fabricated in sections of standard lengths with loops stamped or welded to face of sections to receive stakes. Size: 3/16" thick x 5" deep. Stakes: Tapered steel, a minimum of 12-inches long. Accessories: Provide standard tapered ends, corners and splicers. Finish: Painted. Color: Black.

CONSTRUCTION

Install stone mulch maintenance edge where indicated in the drawings. Fine grade all stone mulch maintenance areas against building foundations and back of curbs to pitch outward, minimum 5% slope, away from foundation or curb. Lightly compact areas to receive stone mulch.

Install metal edging in accordance with manufacturer's written instructions. Anchor with aluminum stakes spaced approximately 36 inches apart, driven below top elevation of edging. Utilize corners, section splicers and other miscellaneous edging materials to provide a complete and seamless length of edging for each different length.

Where metal edging terminates at Stone Cobble Swale, cleanly cut edging, shaping the cut so that it interfaces with the edge of the stone cobbles without any gaps between edging and cobble material. Finishing the edging in this manner is considered incidental to the stone mulch maintenance edge item. The materials and installation of the stone cobble swale will be paid separately.

Install filter fabric in accordance with manufacturer's written instructions; completely covering area to be mulched, overlapping edges of fabric lengths a minimum of 6-inches and securing seams with galvanized pins. Filter fabric shall be wrapped vertically up the outside edges of the mulched areas along the inside face of edging and/or building foundations and secured in place. If edging is not turned and wrapped up vertical edges, the Contractor will be required to remove and re-install the entire area.

Ensure that metal edging and weed barrier fabric is properly installed and secured before installing stone mulch.

Place and finish stone mulch as indicated in Working Drawings, ensuring a smooth, level top surface for all stone mulch areas held approximately 1/2" above top lip of metal edging.

METHOD OF MEASUREMENT

Stone Mulch Maintenance Edge, completed in accordance with the contract, will be measured by the linear foot, acceptably installed.

BASIS OF PAYMENT

Stone Mulch Maintenance Edge, measured as provided above, will be paid for at the contract unit price, which shall be payment in full for furnishing all materials; excavating, shaping and preparing all subgrades; placing and finishing materials; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90087 – STONE COBBLE SWALE

DESCRIPTION

This work shall consist of the furnishing and installing the stone cobble swale where shown on the plans and as herein provided.

MATERIALS

Stone Mulch

Provide hard, durable, washed, rounded stone clean and free of sand, clay and other foreign or organic matter. Color: Natural variations of dark and light grey, beige, tan, and pink. Size: 3/4". Basis of Design: 'American Heritage, 3/4"' by Kafka Granite (715-687-2423), or approved equal. Other suppliers could include Midwest Decorative Stone (608-273-9787) and/or Madison Block and Stone (608-249-5633). Provide physical sample to Owner or Landscape Architect for final approval. Do not use any weed barrier fabric, stone or other material in shovel cut edge construction.

Stone Cobbles

Provide hard, durable, washed, rounded, smooth Wisconsin Granite cobbles ranging in size from 12-18", clean and free of sand, clay and other foreign or organic matter. Color: Natural variations of dark and light grey, beige, tan, and pink. Basis of Design: "Wisconsin Granite Boulders" pre-sorted into 12-18" size range, by Kafka Granite (715-687-2423), or approved equal. Other suppliers could include Midwest Decorative Stone (608-273-9787) and/or Madison Block and Stone (608-249-5633). Provide physical sample to City Project Manager for final approval. Do not use any weed barrier fabric, stone or other material in shovel cut edge construction.

Filter Fabric

Provide non-woven, polypropylene, or polyester filter fabric, 4.0 oz./sq. yd. minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids. Utilize weed control fabric only under stone mulch areas; do not utilize in bioinfiltration basins or planting beds

CONSTRUCTION

Install stone cobble swale where indicated in the drawings. Excavate, shape and fine grade stone mulch swale to provide a shallow "u" or "v" shaped profile and such that the bottom of the excavated area slopes away from the building foundation, continuously toward the storm inlet structure at a minimum of 5%. Lightly compact finished, shaped subgrades and obtain approval from the City Project Manager of subgrade preparation prior to installation of any fabrics or stone materials.

Install filter fabric continuously over the shaped subgrades in accordance with manufacturer's written instructions; completely covering area for stone cobble swale; overlapping edges of fabric lengths a minimum of 6-inches and securing seams with galvanized pins. Wrap the filter fabric vertically to 'hold' the stone mulch and separate it from the adjacent soil or other adjacent surfacing materials. For edge conditions against concrete pavements or building foundations, wrap the sides up the adjacent concrete or foundation and end 1-2" below the top surface of the cobbles so that filter fabric is never visible at surface.

Cut to fit the organic shape and nature of the individual stone cobbles and the overall stone cobble swale construction; ensure that weed control fabric does not extend beyond the outside edge of the stone cobble swale and that it will not be visible on the surface in any location.

Provide an initial layer of stone mulch as a leveling and base course, maintaining the same slopes toward the inlet. Hand-place individual cobbles into the stone mulch base course such that edges are fitted together and closely abutting, in a single layer, and such that the top surface of the entire installation is generally held even and level and sloped toward the inlet structure. This may require additional micro-excavation of the subgrades below individual stones during the hand-placement process to ensure a smooth, cohesive and uniform surface character upon installation.

Fill gaps, cracks, and voids between hand-placed cobbles with stone mulch. Finish stone mulch infill material in pockets and depressions between cobbles such that the mounded surface of the cobbles is still visible and 2-3 inches of top of cobbles are exposed. Photographic examples of the intended quality of the finished construction are available from the Landscape Architect upon request.

At all times, maintain a slight depression or V-shape profile for the flowline along the centerline of decorative stone to match subgrades shaped as required by the grading plans and provide positive drainage away from building foundations and to storm inlet.

METHOD OF MEASUREMENT

Stone Cobble Swale, completed in accordance with the contract, will be measured by the lump sum, acceptably installed.

BASIS OF PAYMENT

Stone Cobble Swale, measured as provided above, will be paid for at the contract unit price, which shall be payment in full for furnishing all materials; excavating, shaping and preparing all subgrades; placing and finishing materials; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

Adjacent stone mulch maintenance edge, planting soil and plants will be paid separately.

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE MADISON SENIOR CENTER COURTYARD

CONTRACT NO. 9313

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.

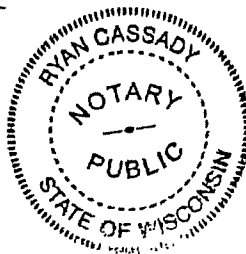
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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, submitting bid) a corporation organized and existing under the laws of the State of DE. 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.

[Signature]
 SIGNATURE

[Signature]
 TITLE, IF ANY

Sworn and subscribed to before me this 17 day of April, 2023.

[Signature]
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 4/17/26
 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 9313 – 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.

Please check the box in the Upload section if submitting the report by hand.

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. 9313

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

scott langum
Bidder's Signature

4.17.23
Date

CONTRACT NO. 9313

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	%	%
Burse Surveying	Surveying/staking	.9	%
Southern WI Construction	Concrete forming/pouring installation	16	%
Good Oak Ecological Services	Plantings/Landscaping	6.5	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:		23.4	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	%	%
NA			%
			%
			%
			%
			%
			%
			%
			%
Subtotal Contractors who are suppliers:		0	% x 0.6 = 0 % (discounted to 60%)

Total Percentage of SBE Utilization: 23.4 %.

MADISON SENIOR CENTER COURTYARD

CONTRACT NO. 9313

DATE: 4/20/23

Drax, Inc

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LS	1.00	\$2,500.00	\$2,500.00
10911 - MOBILIZATION - LS	1.00	\$245,000.00	\$245,000.00
20101 - EXCAVATION CUT - CY	584.00	\$25.00	\$14,600.00
20202 - FILL BORROW (UNDISTRIBUTED) - CY	1.00	\$50.00	\$50.00
20221 - TOPSOIL - SY	433.00	\$10.27	\$4,446.91
20302 - SAWCUT CONCRETE PAVEMENT FULL DEPTH - LF	64.00	\$2.00	\$128.00
20312 - REMOVE CATCHBASIN - EA	2.00	\$300.00	\$600.00
20314 - REMOVE PIPE - LF	139.00	\$7.00	\$973.00
20321 - REMOVE CONCRETE PAVEMENT - SY	1103.00	\$22.00	\$24,266.00
20335 - ABANDON SEWER PIPE WITH SLURRY - CY	0.40	\$4,000.00	\$1,600.00
20506 - ADJUST SEWER ACCESS STRUCTURE CASTING - EA	1.00	\$500.00	\$500.00
20801 - SODDING - SY	495.00	\$10.67	\$5,281.65
20850 - SOD DROUGHT WATERING - EA	1.00	\$1,275.00	\$1,275.00
20970 - TREES, SHRUBS, PERENNIALS AND GRASSES DROUGHT WATERING - EA	1.00	\$1,200.00	\$1,200.00
21002 - EROSION CONTROL INSPECTION - EA	18.00	\$300.00	\$5,400.00
21003 - CLEAN SUMP - EA	14.00	\$80.00	\$1,120.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$1,500.00	\$1,500.00
21013 - STREET SWEEPING - LS	1.00	\$1,500.00	\$1,500.00
21017 - SILT SOCK (8 INCH) - COMPLETE - LF	780.00	\$10.00	\$7,800.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EA	14.00	\$150.00	\$2,100.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EA	14.00	\$50.00	\$700.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EA	14.00	\$50.00	\$700.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - SY	37.00	\$108.00	\$3,996.00
30301 - 5-INCH CONCRETE SIDEWALK - SF	6272.00	\$14.00	\$87,808.00
30302 - 7-INCH CONCRETE SIDEWALK - SF	4243.00	\$15.00	\$63,645.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	263.84	\$30.00	\$7,915.20
50211 - SELECT BACKFILL FOR STORM SEWER - TF	467.00	\$5.00	\$2,335.00
50440 - 6 INCH TYPE III STORM SEWER PIPE - LF	222.00	\$30.00	\$6,660.00
50441 - 8 INCH TYPE III STORM SEWER PIPE - LF	178.00	\$45.00	\$8,010.00
50442 - 10 INCH TYPE III STORM SEWER PIPE - LF	67.00	\$70.00	\$4,690.00
50792 - STORM SEWER TAP - EA	1.00	\$750.00	\$750.00
70101 - FURNISH AND INSTALL STYROFOAM - EA	1.00	\$100.00	\$100.00
90000 - TEMPORARY PAVEMENT (UNDISTRIBUTED) - SF	1.00	\$10.00	\$10.00
90001 - FENCE SAFETY - LF	309.00	\$10.00	\$3,090.00
90002 - ELECTRICAL DEMOLITION - LS	1.00	\$5,000.00	\$5,000.00
90003 - TREE AND STUMP REMOVAL - LS	1.00	\$1,500.00	\$1,500.00
90004 - REMOVE AND DISPOSE OF SITE FURNISHINGS - LS	1.00	\$100.00	\$100.00
90005 - CONSTRUCTION SURVEYING AND STAKING - LS	1.00	\$10,465.00	\$10,465.00
90006 - PRECAST CONCRETE CATCHBASIN, 30-INCH DIAMETER - EA	4.00	\$2,500.00	\$10,000.00
90007 - PRECAST CONCRETE CATCHBASIN, 36-INCH DIAMETER - EA	1.00	\$3,000.00	\$3,000.00
90008 - PVC CATCHBASIN, 8-INCH DIAMETER - EA	1.00	\$1,000.00	\$1,000.00
90009 - PVC CATCHBASIN, 12-INCH DIAMETER - EA	2.00	\$3,000.00	\$6,000.00
90010 - PVC CATCHBASIN, 18-INCH DIAMETER - EA	3.00	\$4,500.00	\$13,500.00
90011 - ELECTRICAL - LS	1.00	\$175,350.00	\$175,350.00

MADISON SENIOR CENTER COURTYARD

CONTRACT NO. 9313

DATE: 4/20/23

Drax, Inc

Item	Quantity	Price	Extension
90012 - SALVAGE AND REINSTALL PRECAST CONCRETE PLANTERS - EA	7.00	\$1,000.00	\$7,000.00
90013 - SALVAGE AND REINSTALL CANOPY ENCLOSURE ASSEMBLY - LS	1.00	\$6,000.00	\$6,000.00
90014 - POURED IN PLACE PLAYGROUND SURFACING - SF	727.00	\$25.00	\$18,175.00
90015 - TREE PROTECTION FENCE - LF	277.00	\$15.00	\$4,155.00
90016 - CAST IN PLACE CURB - LF	393.00	\$25.00	\$9,825.00
90017 - LOG FEATURE WITH CAST IN PLACE CONCRETE FOOTINGS - LS	1.00	\$9,000.00	\$9,000.00
90018 - PRECAST CONCRETE SEATWALLS - LS	1.00	\$91,000.00	\$91,000.00
90019 - WOOD BENCH TOPS - LS	1.00	\$32,500.00	\$32,500.00
90020 - SCREEN FENCE - LS	1.00	\$15,000.00	\$15,000.00
90021 - TABLE UNIT, TYPE 1 - EA	5.00	\$1,100.00	\$5,500.00
90022 - TABLE UNIT, TYPE 2 - EA	4.00	\$1,300.00	\$5,200.00
90023 - STOOL UNIT - EA	18.00	\$300.00	\$5,400.00
90024 - BIKE RACK - EA	15.00	\$800.00	\$12,000.00
90025 - GRILL - EA	2.00	\$900.00	\$1,800.00
90026 - HOT COAL BIN - EA	1.00	\$1,000.00	\$1,000.00
90027 - REFUSE RECEPTACLE, TYPE 1 - EA	2.00	\$1,600.00	\$3,200.00
90028 - REFUSE RECEPTACLE, TYPE 2 - EA	2.00	\$1,900.00	\$3,800.00
90029 - PET WASTE STATION - EA	2.00	\$800.00	\$1,600.00
90030 - TREES [AUTUMN BRILLIANCE SERVICEBERRY, UPRIGHT MULTI-STEM, B&B] - EA	1.00	\$457.00	\$457.00
90031 - TREES [EASTERN REDBUD, 2" CAL., B&B] - EA	2.00	\$457.00	\$914.00
90032 - TREES [PAGODA DOGWOOD, 2" CAL., B&B] - EA	2.00	\$457.00	\$914.00
90033 - TREES [OZARK WITCHHAZEL, 2" CAL., B&B] - EA	1.00	\$457.00	\$457.00
90034 - TREES [STATE STREET MIYABEI MAPLE, 2" CAL., B&B] - EA	1.00	\$457.00	\$457.00
90035 - TREES [HERITAGE RIVER BIRCH, 2" CAL., B&B] - EA	2.00	\$457.00	\$914.00
90036 - TREES [ESPRESSO COFFEETREE, 2" CAL., B&B] - EA	2.00	\$457.00	\$914.00
90037 - TREES [CRIMSON SPIRE OAK, 2" CAL., B&B] - EA	2.00	\$597.00	\$1,194.00
90038 - SHRUBS [LOW SCAPE HEDGER BLACK CHOKEBERRY, 5 GAL., CONT.] - EA	26.00	\$129.00	\$3,354.00
90039 - SHRUBS [HUMMINGBIRD SUMMERSWEET, 5 GAL., CONT.] - EA	11.00	\$136.00	\$1,496.00
90040 - SHRUBS [COPPER DWARF BUSH HONEYSUCKLE, 2 GAL., CONT.] - EA	20.00	\$99.00	\$1,980.00
90041 - SHRUBS [LITTLE QUICK FIRE PANICLE HYDRANGEA, 5 GAL., CONT.] - EA	10.00	\$95.00	\$950.00
90042 - SHRUBS [MISS KIM LILAC, 3 GAL., CONT.] - EA	1.00	\$95.00	\$95.00
90043 - SHRUBS [LITTLE JOE ARROWWOOD VIBURNUM, 5 GAL., CONT.] - EA	5.00	\$114.00	\$570.00
90044 - SHRUBS [GOLDEN MOP FALSE CYPRESS, 3 GAL., CONT.] - EA	2.00	\$159.00	\$318.00
90045 - SHRUBS [MR.BOWLING BALL ARBOVITAE, 3 GAL., CONT.] - EA	12.00	\$109.00	\$1,308.00
90046 - PERENNIALS/GRASSES [SUMMER BEAUTY ALLIUM, 1 GAL., CONT.] - EA	29.00	\$7.70	\$223.30
90047 - PERENNIALS/GRASSES [SHENANDOAH SWITCH GRASS, 1 GAL., CONT.] - EA	87.00	\$22.00	\$1,914.00

MADISON SENIOR CENTER COURTYARD

CONTRACT NO. 9313

DATE: 4/20/23

Drax, Inc

Item	Quantity	Price	Extension
90048 - PERENNIALS/GRASSES [THE BLUES LITTLE BLUESTEM, 1 GAL, CONT.] - EA	81.00	\$20.00	\$1,620.00
90049 - PERENNIALS/GRASSES [TARA PRAIRIE DROPSEED, 1 GAL., CONT.] - EA	188.00	\$22.00	\$4,136.00
90050 - PERENNIALS/GRASSES [NODDING ONION, 3" PLUG, CONT.] - EA	36.00	\$6.20	\$223.20
90051 - PERENNIALS/GRASSES [BUTTERFLY MILKWEED, 3" PLUG, CONT.] - EA	36.00	\$6.20	\$223.20
90052 - PERENNIALS/GRASSES [PRAIRIE SEDGE, 3" PLUG, CONT.] - EA	36.00	\$6.20	\$223.20
90053 - PERENNIALS/GRASSES [FOX SEDGE, 3" PLUG, CONT.] - EA	36.00	\$6.20	\$223.20
90054 - PERENNIALS/GRASSES [WHITE TURTLEHEAD, 3" PLUG, CONT.] - EA	36.00	\$6.20	\$223.20
90055 - PERENNIALS/GRASSES [SHOOTING STAR, QUART, CONT.] - EA	36.00	\$6.20	\$223.20
90056 - PERENNIALS/GRASSES [CAESAR'S BROTHER SIBERIAN IRIS, QUART, CONT.] - EA	36.00	\$6.20	\$223.20
90057 - PERENNIALS/GRASSES [BLAZING STAR, 3" PLUG, CONT.] - EA	36.00	\$6.20	\$223.20
90058 - PERENNIALS/GRASSES [BERGAMOT, 3" PLUG, CONT.] - EA	36.00	\$6.20	\$223.20
90059 - PERENNIALS/GRASSES [LITTLE BLUESTEM, 3" PLUG, CONT.] - EA	36.00	\$6.20	\$223.20
90060 - PERENNIALS/GRASSES [WILD GINGER, 1 GAL., CONT.] - EA	9.00	\$16.60	\$149.40
90061 - PERENNIALS/GRASSES [WHITE-TINGED SEDGE, 1 GAL., CONT.] - EA	56.00	\$9.57	\$535.92
90062 - PERENNIALS/GRASSES [BRISTELEAF SEDGE, 1 GAL., CONT.] - EA	9.00	\$16.60	\$149.40
90063 - PERENNIALS/GRASSES [PENNSYLVANIA SEDGE, 1 GAL., CONT.] - EA	48.00	\$12.80	\$614.40
90064 - PERENNIALS/GRASSES [ROSY SEDGE, 1 GAL., CONT.] - EA	40.00	\$19.40	\$776.00
90065 - PERENNIALS/GRASSES [MARGINAL SHIELD FERN, 1 GAL., CONT.] - EA	13.00	\$22.00	\$286.00
90066 - PERENNIALS/GRASSES [BIGLEAF ASTER, 1 GAL., CONT.] - EA	13.00	\$7.30	\$94.90
90067 - PERENNIALS/GRASSES [SPOTTED GERANIUM, 1 GAL., CONT.] - EA	40.00	\$7.30	\$292.00
90068 - PERENNIALS/GRASSES [EASTERN COLUMBINE, 1 GAL., CONT.] - EA	31.00	\$7.30	\$226.30
90069 - PERENNIALS/GRASSES [PLANTAIN-LEAVED SEDGE, 1 GAL., CONT.] - EA	47.00	\$12.00	\$564.00
90070 - PERENNIALS/GRASSES [BOTTLEBRUSH GRASS, 1 GAL., CONT.] - EA	31.00	\$7.30	\$226.30
90071 - PERENNIALS/GRASSES [AUTUMN BRIDE HAIRY ALUMROOT, 1 GAL., CONT.] - EA	31.00	\$19.75	\$612.25
90072 - PERENNIALS/GRASSES [ZIGZAG GOLDENROD, 1 GAL., CONT.] - EA	31.00	\$7.30	\$226.30

MADISON SENIOR CENTER COURTYARD

CONTRACT NO. 9313

DATE: 4/20/23

Drax, Inc

Item	Quantity	Price	Extension
90073 - PERENNIALS/GRASSES [THREADLEAF BLUESTAR, 1 GAL., CONT.] - EA	20.00	\$22.00	\$440.00
90074 - PERENNIALS/GRASSES [BUTTERFLY MILKWEED, 1 GAL., CONT.] - EA	20.00	\$7.30	\$146.00
90075 - PERENNIALS/GRASSES [PURPLE DOME NEW ENGLAND ASTER, 1 GAL., CONT.] - EA	20.00	\$7.30	\$146.00
90076 - PERENNIALS/GRASSES [SIDE OATS GRAMA, 1 GAL., CONT.] - EA	20.00	\$7.30	\$146.00
90077 - PERENNIALS/GRASSES [LESSER CALAMINT, 1 GAL., CONT.] - EA	10.00	\$9.20	\$92.00
90078 - PERENNIALS/GRASSES [PRAIRIE SEDGE, 1 GAL., CONT.] - EA	20.00	\$7.30	\$146.00
90079 - PERENNIALS/GRASSES [PRAIRIE ALUMROOT, 1 GAL., CONT.] - EA	20.00	\$19.75	\$395.00
90080 - PERENNIALS/GRASSES [BLACK-EYED SUSAN, 1 GAL., CONT.] - EA	30.00	\$7.30	\$219.00
90081 - PERENNIALS/GRASSES [PRAIRIE DROPSEED, 1 GAL., CONT.] - EA	20.00	\$22.00	\$440.00
90082 - SHREDDED HARDWOOD BARK MULCH - CY	29.00	\$87.50	\$2,537.50
90083 - PLANTING MIXTURE, TYPE 1 - CY	175.00	\$49.00	\$8,575.00
90084 - PLANTING MIXTURE, TYPE 2 - CY	25.00	\$49.00	\$1,225.00
90085 - SHOVEL CUT EDGE - LF	204.00	\$12.00	\$2,448.00
90086 - STONE MULCH MAINTENANCE EDGE - LF	183.00	\$12.00	\$2,196.00
90087 - STONE COBBLE SWALE - LS	1.00	\$2,000.00	\$2,000.00
120 Items	Totals		\$1,022,641.73



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.

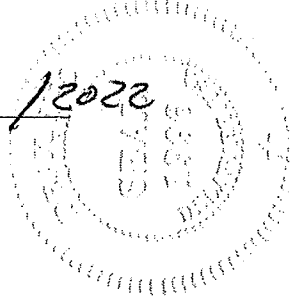
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

Drax, Inc.
COMPANY NAME AFFIX SEAL

14 / DECEMBER / 2022
DATE

By: Col H. Langum to president
SIGNATURE AND TITLE

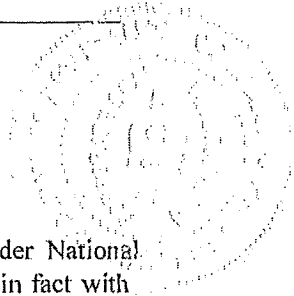


SURETY

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.

Paul H. Langum III

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

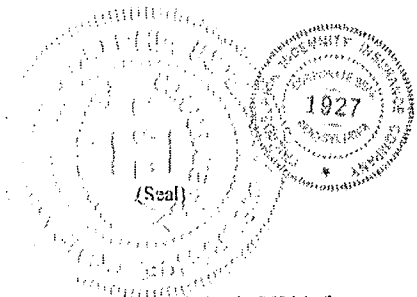
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David F. Druml or Horace A. Nabers III of Druml Group, Inc. its true and lawful 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

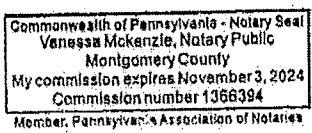
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding 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

Ed 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)

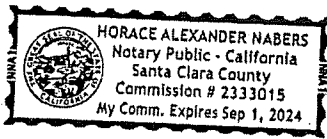
On 12/14/2022 before me, Horace Alexander Nabers
Date Here Insert Name and Title of the Officer

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



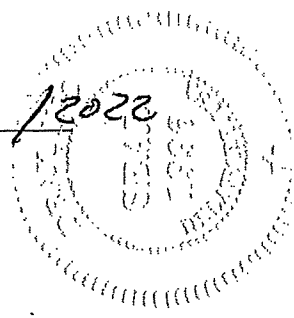
Department of Public Works
Engineering Division
1600 Emil Street
Madison, WI 53713
aboutelle@cityofmadison.com
(608) 267-1197

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

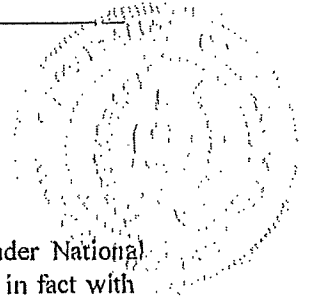


By: Carl H. Sayum, Jr. president
SIGNATURE AND TITLE

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 6th day of June 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 **JUNE 6, 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:

MADISON SENIOR CENTER COURTYARD CONTRACT NO. 9313

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION TWENTY-TWO THOUSAND SIX HUNDRED FORTY-ONE AND 73/100 (\$1,022,641.73)** 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

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)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**MADISON SENIOR CENTER COURTYARD
CONTRACT NO. 9313**

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:

Scott Ly 6/7/23
Witness Date

Scott Ly 6/7/23
Witness Date

DRAX, INC.
Company Name

Art H. Layman III 6/7/23
President Date

Art H. Layman III 6/7/2023
Secretary Date

CITY OF MADISON, WISCONSIN

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

Franklin for 6/20/23
Finance Director Date

[Signature] 6/21/23
Witness Date

Thomas Lind 6/23/23
Witness Date

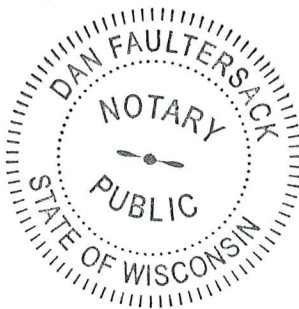
Approved as to form:

Michael Haas 6/20/2023
City Attorney Date

[Signature] 6/20/23
Mayor Date

Jennifer [Signature] for 6-17-2023
City Clerk Date

RECEIVED
JUN 25 2021
City of Madison
Office of the Mayor



Executed in three (3) originals

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 One Million Twenty Two, Six Hundred Forty one and 73/100 (\$ 1,022,641.73)
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:

**MADISON SENIOR CENTER COURTYARD
CONTRACT NO. 9313**

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 7th day of June, 2023

Countersigned:

Drax, Inc.
Company Name (Principal)

Scott Lopez
Witness

Al H. Lopez III
President Seal

Al H. Lopez III
Secretary

Approved as to form:

Philadelphia Indemnity Insurance Company
Surety Seal

Michael Hvas
City Attorney

Salary Employee Commission
By David F. Druml
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.

June 7, 2023
Date

David F. Druml
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.

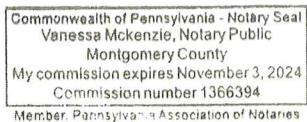


(Seal)

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:



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 18th day of May, 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)

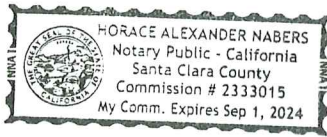
On 5/18/2023 before me, Horace Alexander Nabers
Date Here Insert Name and Title of the Officer

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: _____

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