

\$581,423.42

BID OF Drax, Inc

2026

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

West Badger Mill Greenway Improvements

CONTRACT NO. 9588

PROJECT NO. 15426

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON Jul 21, 2026

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WEST BADGER MILL GREENWAY IMPROVEMENTS
CONTRACT NO. 9588**

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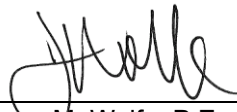
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ATTACHMENTS:

Attachment A - WDNR-GP11-2021 for Wetland Disturbance – Municipal Development
Attachment B - US Army Corps of Engineers Determination
Attachment C - City of Madison Erosion Control Permit
Attachment D - WDNR Storm Water Construction General Permit Notice of Intent (NOI)
Attachment E – Soil Borings
Attachment F – List of Invasive Species and Removal Tolerance

This Proposal, and Agreement have
been prepared by:

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



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

JMW: scl

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:	WEST BADGER MILL GREENWAY IMPROVEMENTS
CONTRACT NO.:	9588
SBE GOAL	15%
BID BOND	5%
SBE PRE BID MEETING (10:00 A.M.)	6/18/2026; See Pre Bid Meeting info below.
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/18/2026
BID SUBMISSION (2:00 P.M.)	6/25/2026
BID OPEN (2:30 P.M.)	6/25/2026
PUBLISHED IN WSJ	6/11/2026 & 6/18/2026

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

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

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2026 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 (Certification required, See Section III & provide a minimum of 3 references
250 ☐ Landscaping, Site and Street
251 ☐ Parking Ramp Maintenance
252 ☐ Pavement Marking
255 ☐ Pavement Sealcoating and Crack Sealing
260 ☐ Petroleum Above/Below Ground Storage Tank Removal/Installation
262 ☐ Playground Installer

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

- 401 ☐ Floor Covering (including carpet, ceramic tile installation, rubber, VCT
402 ☐ Building Automation Systems
403 ☐ Concrete
404 ☐ Doors and Windows
405 ☐ Electrical - Power, Lighting & Communications
410 ☐ Elevator - Lifts
412 ☐ Fire Suppression
413 ☐ Furnishings - Furniture and Window Treatments
415 ☐ General Building Construction, Equal or Less than \$250,000
420 ☐ General Building Construction, \$250,000 to \$1,500,000
425 ☐ General Building Construction, \$1,500,000 to \$10,000,000
426 ☐ General Building Construction, over \$10,000,000
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

State of Wisconsin Certifications (continued)

- 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.
- 9 ☐ Pesticide application (Certification for Commercial Applicator in the category of Right-of-Way (6.0) and possess a current license issued by the DATCP)
- 10 ☐ Other:

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

WEST BADGER MILL GREENWAY IMPROVEMENTS CONTRACT NO. 9588

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

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

SECTION 102.1 PREQUALIFICATION OF BIDDERS

The bidder for this contract must be pre-qualified in at least one of several different categories due to the nature of work involved with this contract. If the prime Contractor is prequalified in a category other than 246 – Ecological Restoration, their Subcontractor must be prequalified under category 246 – Ecological Restoration. Work to be performed by prequalified category 246 – Ecological Restoration shall include bid items 90005, 90006, 90007, 90008, 90010, and 90011.

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 \$79,000 for a single trade contract; or equal to or greater than \$386,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering prior to 12:00 PM on Thursday, July 23, 2026. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday, July 22, 2026.

SECTION 103.5 PAYMENT AND PERFORMANCE BOND

Payment and Performance Bond shall remain in effect during the contract and shall be released with notice of substantial completion.

ARTICLE 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to remove existing sediment deposition, grading, erosion control, remove, repair, and install new storm sewer within the existing greenway located at the City of Madison West Badger Mill Greenway in Madison, Wisconsin. This includes excavating, loading, hauling and disposal of approximately 5,300 cubic yards of soil. This work also includes construction of one (1) 6'x6' catch basin w/sump, (1) 4' SAS, storm sewer pipe, topsoiling and erosion matting, native seeding, planting and ecological restoration.

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

SECTION 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on conditions encountered in the field. The Engineer reserves the right to increase or decrease the quantities of any

items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project. All bid items listed in the proposal page shall be paid for in accordance with the City Standard Specifications and these special provisions. Bid items that are not used may be eliminated.

ARTICLE 105.3 AUTHORITY AND DUTIES OF THE INSPECTOR

Inspectors assigned by the Engineer have authority to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. An Inspector is not authorized to revoke, alter or waive any requirements of the Specifications. An Inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the Specifications and contract. An Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer.

If the Contractor fails to suspend operations when ordered to do so in writing, the work done after such order is issued may be rejected without payment therefor, as determined by the Board of Public Works. The Inspector shall in no case act as supervisor or perform other duties for the Contractor, nor interfere with the management of the work done by the latter. Any advice which the Inspector may give the Contractor shall not be construed as binding the Board of Public Works in any way, or releasing the Contractor from fulfilling all of the terms of the contract.

The presence or absence of the Inspector shall not relieve in any degree the responsibility or the obligation of the Contractor to perform the work in accordance with the contract documents. Inspection of work shall be in accordance with Article 105.3 of the latest edition of Standard Specification for Public Works Construction. The City of Madison Inspector shall be identified at the preconstruction meeting.

For non-vegetation-related bid items, a Construction Inspector shall be assigned and determined at the preconstruction meeting.

For the following bid items related to vegetative growth, Article 105.3 assigns the authority and duties to Theran Stautz, (608) 228-4975, tstautz@cityofmadison.com Ecological Restoration Specialist.

- 21062 EROSION MATTING, CLASS I URBAN TYPE B
- 90004 ROOT CUTTING – GRADING (Trees in Greenway Only)
- 90005 NATIVE AGGRESSIVE SEED MIX
- 90006 PLUGS
- 90007 NATIVE VEGETATIVE MAT
- 90008 SPRING 2027 TEMPORARY SEED MIX
- 90010 2026 ECOLOGICAL RESTORATION
- 90011 2027 ECOLOGICAL RESTORATION

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTIONS

The Contractor shall be responsible for setting all lines and/or grades required to complete all work shown in the West Badger Mill Greenway Improvement Plans. Surveys, Points, and Instructions shall be incidental to Bid Item 90003 - CONSTRUCTION SURVEYING.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, restoration, traffic control, excavation cut and other incidental items related to construction staging.

The Contractor is alerted that very little space is available within the project limits for material storage, staging, and other uses. All areas disturbed by construction activities shall be restored when construction is complete. **The Contractor may not store materials or stage equipment within the channel or within areas outside of construction fencing.** This conveyance channel experiences high flows during small and large storm events. The 2-year storm event flood depths can be 3'-6' at locations in this channel based on the [Upper Badger Mill Watershed Report](#).

The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, fences, utilities, structures, or other facilities that are to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications and shall be considered incidental to this contract. The Contractor shall protect existing elements within the approximate construction area available for Contractor's use as indicated on the drawings. Any additional site disturbance not indicated on the drawings or included in the bid item quantities shall be restored in accordance with the specifications at no additional cost.

The Contractor shall secure materials at the end of each workday to deter any potential damage, loss, vandalism and theft. All costs associated with the securing of the site shall be included in the Mobilization bid items.

The Contractor and their Ecological Subcontractor shall attend a pre-construction meeting prior to the start of construction. 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.

Any areas damaged within the City of Madison Right of Way shall be restored with Terrace Seed Mix, and Erosion Control Matting, Class I, Type B per City of Madison Standard Specifications and shall be incidental to this contract.

Areas that are damaged outside of the grading limits shall be restored at the Contractor's expense, with no additional cost to the City.

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

SECTION 105.13 ORDER OF COMPLETION

The Contractor shall phase construction operations to minimize the amount of time that there is disturbance within the project.

To minimize downstream erosion, the Contractor shall start construction working upstream to downstream, leaving downstream portions of the greenway undisturbed until they are graded.

SECTION 105.15 SUBSTANTIAL COMPLETION

Substantial Completion letter shall be issued after all bid items are completed, including one growing season of ecological restoration after seeding. The performance and payment bond shall remain in force until the Substantial Completion letter is issued and final retention payment is made. Portions of retainage may be paid prior to the issue of the Substantial Completion letter as stated in these special provisions.

SECTION 105.16 GUARANTEE

Guarantee shall be included during the entire time the contract is open and the performance and payment bond are in effect. The contract shall remain open during one year of ecological restoration after seeding. Guarantees after substantial completion are excluded in this contract. The performance and payment bond shall be released with the substantial completion as stated in 103.5 and 105.16.

SECTION 106.3 SAMPLES AND TESTS

In addition to sampling and testing requirements in the Standard Specifications, the Contractor shall submit the additional following samples and tests:

- Topsoil: Meeting requirements in 202.2(f)

SECTION 107.3 TREE PROTECTION SPECIFICATIONS

Construction fencing around street trees shall be paid per BID ITEM 21302 – CONSTRUCTION FENCE (PLASTIC) and is included in these bid quantities, tree protection shall be paid under bid item 90006 – ROOT CUTTING - GRADING. All other coordination related to tree protection shall be incidental to this contract.

The Contractor shall perform work in accordance with Section 107.3 Tree Protection Specifications of the latest edition of the Standard Specifications for Public Works Construction. Sections 107.13 (a), (b), (c) are not applicable to this project, the Contractor shall follow the below special provisions.

On this project, street tree protection zone fencing is required. The fencing shall be erected before the demolition, grading or construction begins. For street trees, the fence shall include the entire width of terrace and, extend at least 5 feet on both sides of the outside edge of the tree trunk. Do not remove the fencing to allow for deliveries or equipment access through the tree protection zone.

Construction fencing shall be placed at all locations shown on the plan to mark the Tree Protection Zone around street trees.

Section 107.13(g) of City of Madison Standard Specifications for Public Works Construction (website: <https://www.cityofmadison.com/business/pw/specs.cfm>) addresses soil compaction near street trees and shall be followed by Contractor. The storage of parked vehicles, construction equipment, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots within five (5) feet of the tree or within the protection zone is prohibited.

Street Trees

The Contractor shall not grade, excavate, or otherwise disturb the area within the Tree Protection Area without prior consultation with and permission from the City Forestry Representative.

As defined by Section 107.13 of City of Madison Standard Specifications for Public Works Construction: No excavation is permitted within (DBH in feet) of the trunk of the street tree or when cutting roots over 3 inches in diameter. If excavation is necessary, the Contractor shall contact Madison City Forestry at (608) 266-4816 prior to excavation. City of Madison Forestry personnel shall assess the impact to the tree and to its root system prior to work commencing. Tree protection specifications can be found on the following website:

<https://www.cityofmadison.com/engineering/documents/standard-specifications/2026/CompleteSpecBook.pdf>

The Contractor shall take precautions during construction to not disfigure, scar, or impair the health of any street tree. The Contractor shall operate equipment in a manner as to not damage the branches of the street tree(s). This may require using smaller equipment and loading and unloading materials in a designated space away from trees on the construction site. Any damage or injury to existing street trees

(either above or below ground) shall be reported immediately to City Forestry at (608) 266-4816. Penalties and remediation shall be required.

Greenway Trees

The Contractor shall contact City of Madison Ecological Restoration Specialist, Theran Stautz at (608) 228-4975, tstautz@cityofmadison.com prior to excavation. City of Madison Stormwater Utility personnel shall assess the impact to the tree and to its root system prior to work commencing.

Boring under or within the Tree Protection Zone may be allowable and is recommended compared to open trenching.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately in back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete. The Contractor shall not cut any roots that are 3" or larger in diameter without prior permission from the City Forestry Representative (street trees) or Ecological Restoration Specialist (greenway trees). 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 clean cut roots is NOT acceptable.

Construction fencing and/or barricades shall enclose the entire area designated by the Ecological Restoration Specialist (Theran Stautz) of the trees to be saved throughout the life of the project, or until final improvement work within the area is required, typically near the end of the project. The fences and/or barricades shall be erected before the demolition, grading or construction begins. Do not remove Tree Protection Zone fencing/barricades to allow for deliveries or equipment access through the protection zone. Whenever construction fencing and/or barricades are used, a bid item shall be included in the contract, unless specified as incidental.

The Contractor shall take precautions during construction to not disfigure, scar, or impair the health of any street tree. Contractor shall operate equipment in a manner as to not damage the branches of the greenway tree(s). This may require using smaller equipment and loading and unloading materials in a designated space away from trees on the construction site. Any damage or injury to existing greenway trees (either above or below ground) shall be reported immediately to Ecological Restoration Specialist, Theran Stautz at (608) 228-4975. Penalties and remediation shall be required.

SECTION 107.6 DUST PROOFING

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

Two-way traffic with a lane in each direction shall be maintained on S High Point Rd at all times. The bike lane on S High Point Rd shall be kept clear of dirt and gravel.

Traffic Control shall be measured as a lump sum. Payment for Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintenance shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, tubular posts and bases and electronic message

boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

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

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project. Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. The Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

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

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

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

Backfill, plate, or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division (608-266-4681) one day prior to the placement of the plates.

The contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact the City of Madison Parking Utility (608-266-4761) at least 5 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations (608-266-4767) at 1120 Sayle Street from 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor shall be billed for the reinstallation of, and any damage to, the signing equipment. The Contractor shall notify the City of Madison Traffic Engineering Field Operations (608-266-4767) of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the Engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, City of Madison Traffic Engineering (608-266-6585), jnash@cityofmadison.com for questions on this special provision.

SECTION 107.17 UTILITY COORDINATION

The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction. The Contractor shall allow access to utility companies and resolve any conflicts that may arise during construction.

It shall be the responsibility of the Contractor to work with utilities located in the greenway to resolve conflicts during the construction process and provide working area for installation of new facilities.

Madison Metropolitan Sewerage District

Madison Metropolitan Sewerage District has underground sanitary facilities within project limits. Conflicts are not anticipated. The Contractor shall contact Aaron McFarlin at 608-222-1201 or AaronM@Madsewer.org a minimum of 7 days in advance to coordinate the work in areas crossing the MMSD sanitary sewer.

Aaron McFarlin AaronM@madsewer.org 608-222-1201

Madison Water Utility

Madison Water Utility has underground water within project limits. Conflicts are not anticipated. The Contractor shall contact Madison Water Utility to coordinate work in areas crossing water utilities.

Jeff Belshaw, Cell: 608-206-3856 Office: 608-261-9835 Jbelshaw@madisonwater.org

SECTION 108.2 PERMITS

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Engineer or his designees. This work will be paid for under the appropriate contract bid items or. A copy of the permit is available at the City of Madison, Engineering Division office.

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

The following permits have been obtained for this project:

- WDNR-GP11-2021 for Wetland Disturbance – Municipal Development
- US Army Corps of Engineers Determination – Non Jurisdictional
- City of Madison Erosion Control Permit
- WDNR Storm Water Construction General Permit Notice of Intent (NOI)

It shall be the responsibility of the Contractor to obtain any and all additional permits that may be required for this project. Including the permits listed below, if required. All permit application costs, coordination and approvals required with these permits shall be considered incidental to the Mobilization bid item for the Contract.

- Wisconsin DNR Dewatering
- Pit/Trench Dewatering Permit (WPDES Permit No. WI-0049344-4).
- Short Duration Discharge Permit (WPDES Permit No. WI-0059137-4).
- High- Capacity Dewatering Well Permit. This permit is generally needed when dewatering at a rate over 70 gpm
- WI-DNR WRAPP/NOI (Notice of Intent) for the Contractor's chosen fill site (if the fill area exceeds 1 acre of disturbance).

SECTION 109.2 PROSECUTION OF WORK

Work cannot start on this contract until after the "Start Work" letter has been received. The agreed upon start work date must be determined prior to the preconstruction meeting. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice that was sent to the Contractor. Construction work shall be carried out at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement.

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work. If notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

SECTION 109.5 METHODS AND EQUIPMENT

The Contractor shall submit a methods and equipment plan for storm control for approval prior to construction. This shall include timing and construction sequencing. This site is a regional drainage conveyance system. To minimize erosion, the Contractor shall be required to start excavation from the highest point and leave downstream existing vegetation in place for erosion control. The methods and equipment plan shall also include the Contractor's proposed storm control methods as required in BID ITEM – 90001 STORMWATER CONTROL. Temporary stabilization beyond what is shown on the plans may be required depending on the Contractor's approach and shall be proposed as part of the Methods and Equipment Plan. All method and equipment plans shall be provided no later than 3 working days prior to the preconstruction meeting.

The Contractor shall be required to start construction upstream and work their way downstream, completing one 500' segment at a time. The Contractor shall be responsible for stabilizing the site as they grade down the channel to reduce potential erosion. Once the Contractor has finished grading one section, they shall survey the grades, submit these grade shots to Sarah Lerner (608) 261- 8592, slerner@cityofmadison.com for approval and contact Theran Stautz at (608) 267-8738, tstautz@cityofmadison.com to inspect and approve the finish grade prior to seeding and matting. The Contractor shall then install all temporary seed, native seed, vegetative matting, and plugs as shown on the plan.

SECTION 109.7 TIME OF COMPLETION

The Contractor shall begin work on or around **AUGUST 3, 2026**.

All plants and seed shall be installed by **OCTOBER 15, 2026**. If the Contractor does not meet this deadline, the Contractor shall be responsible for care and maintenance of the plants until the following spring, at the Contractor's expense.

Regardless of the start date, all site work shall be completed on or prior to **DECEMBER 1, 2026**.

All ecological restoration shall be completed by DECEMBER 1, 2027, and substantial completion and guarantee shall be released upon completion of this item.

Any Contractor delays to any of the dates above shall be subject to Liquidated Damages, and shall extend the Substantial Completion, Payment and Performance Bond and Guarantee release, based on the Contractor delays and as determined by the Engineer.

Guarantee shall be released once Substantial Completion is issued. See Section 110.2 Retainage, 103.5 Payment and Performance Bond, 105.15 Substantial Completion, and 105.16 Guarantee.

SECTION 110.1 MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page shall be paid for as measured in the field unless otherwise indicated in these special provisions, or unless there is a significant change approved by the Engineer.

Bid items that will be based on plan quantities as listed in the proposal page and not measured in the field shall include all lump sum bid items and the following as identified in these special provisions:

- 20101 (Excavation Cut)
- 20217 (Clear Stone)
- 20221 (Topsoil)
- 20246 (Medium Riprap – Glacial Field Stone)
- 20250 (Heavy Riprap Glacial Field Stone)
- 20256 (Riprap Filter Fabric, Type HR)
- 21062 (Erosion Matting, Class I Urban, Type B)
- 21302 (Construction Fence Plastic)
- 90005 (Native Aggressive Seed Mix shall be paid based on total grading limits as shown on plans for initial seeding, supplemental seed related to wash outs shall be measured)
- 90006 (Plugs)
- 90007 (Native Vegetative Mat)

SECTION 110.2 RETAINAGE

A partial release of retainage, based on the amount of work completed up to 10% of the remaining amount in accordance with the Standard Specifications, shall be paid upon the final seeding, prior to the completion of ecological restoration.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the 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 Engineer and shall remove all loose material to the satisfaction of the Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Sarah Lerner. She may be contacted at (608) 261-8592 or slerner@cityofmadison.com.

STORM SEWER GENERAL

Reconnecting existing pipes to new structures shall be considered incidental to work required to construct the new structure or to construct the new sewer pipe and shall not be paid separately.

Salvaged pipe, and structures shall be reinstalled and paid under the appropriate bid item and the pipe connection shall be accomplished with a concrete collar as shown on plans.

Where an existing/new structure is to be constructed at an existing/new 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 their 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.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's and associated revisions are completed and approval of the shop drawings by Sarah Lerner, slerner@cityofmadison.com (608) 261-8592 has been received.

BID ITEM 10911 – MOBILIZATION

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

Mobilization related to hauling, dewatering, disposal of all sediment, repairs, and ecological restoration shall be incidental to mobilization.

BID ITEM 20101 – EXCAVATION CUT

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

Cut and fill quantities were calculated using the difference between the existing and proposed surfaces of the three-dimensional digital terrace models. No expansion or shrinkage factors have been applied to fill quantities to estimate net volume. The excavation quantities have been calculated to meet the proposed final grades. Sediment excavation is included in Excavation Cut.

The following Excavation Cut activities shall be paid at the Plan Quantity without measurement thereof:

- Soil/Deposition Excavation: 5,221 CY. Topsoil stripping is included in these quantities. See Special Provision BID ITEM 20221 – TOPSOIL for placement and payment of topsoil. This bid item includes minor subsoil fill for regrading eroded areas (an estimated 61 CY of fill).

Removal, salvage and replacement of existing rock riprap shall be incidental to Excavation Cut. Installation of new glacial riprap at apron end walls shall be paid separately under BID ITEM 20256 - RIPRAP FILTER FABRIC, TYPE HR and 20250 – HEAVY RIPRAP GLACIAL FIELD STONE. Any reused riprap shall be approved by the Engineer.

Excavation Cut for installation of storm structures and pipes shall be incidental to structure and pipe bid items.

The Contractor shall fill all excavated areas at the end of each workday in streets, sidewalks and public walkway areas.

The Contractor bidding shall take note and bid accordingly that no changes to this quantity will be approved during construction unless there are significant changes to the design. This is not limited to and includes minor differences in additional topographic surveys that may arise, earth movement, sediment build up, erosion, organics, design calculations and shrink/swell. No expansion or shrinkage factors have been or will be applied to the earthwork quantities. Three-dimensional CAD files containing the digital terrain models used for the earthwork calculations will be available for construction after bidding is complete.

The Contractor is alerted that very little space is available within the project limits for material storage, staging, and other uses. All areas disturbed by construction activities shall be restored when construction is complete. **The Contractor may not store materials or stage equipment within the channel or within areas outside of construction fencing.**

METHOD OF MEASUREMENT

Excavation Cut shall be paid by the cubic yard based on "Plan Quantity" as listed in the proposal page without measurement thereof. No expansion or shrinking factors have been or will be applied to this quantity.

BASIS OF PAYMENT

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

BID ITEM 20217– CLEAR STONE

DESCRIPTION

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

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

METHOD OF MEASUREMENT

Clear Stone shall be paid by the ton based on "Plan Quantity" as listed in the proposal page without measurement thereof. No expansion or shrinking factors have been or will be applied to this quantity.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Work under this bid item shall include all labor, material, double handling, equipment, and incidentals required to import and place and distribute four (4) inches of topsoil for site restoration upon completion. Fine grading shall be incidental to this bid item. There is very little topsoil available for re-use onsite.

If the Contractor chooses to reuse existing topsoil removed as part of dredging operations, this material must be approved prior to placement by the Engineer AND by Theran Stautz, Ecological Restoration Specialist, tstautz@cityofmadison.com (608) 228-4975.

Salvaged topsoil shall only be from material a minimum of 6" below the existing surface to reduce the change of reed canary grass and weed seeds. Salvaged topsoil must meet testing requirements of Section 106.13.

Topsoil shall be tested to meet 202.2(f) for soil composition and submitted to Engineer for approval prior to use. If there is no existing suitable topsoil onsite, the Contractor shall import topsoil that meets the requirements in Section 106.3 at no additional cost to the City.

Topsoil stripping shall be incidental to BID ITEM 20101 – EXCAVATION CUT.

Salvage, hauling, testing, temporary stockpiling, importing, and placing topsoil shall be incidental to this bid item.

The Contractor shall contact Theran Stautz at (608) 267-8738, tstautz@cityofmadison.com a minimum of 3 working days to inspect and approve the finish grade prior to seeding and matting. If the site is restored prior to inspection any removal of materials that do not meet specifications will be required at the Contractor's expense.

Topsoil has been calculated based on the total disturbed area within the grading limits and shall be paid based on plan quantity.

METHOD OF MEASUREMENT

Topsoil shall be paid at the contract price based on "Plan Quantity" as listed in the proposal page. Topsoil placement required to restore areas outside of grading limits, including areas outside of grading limits that are within the construction fence shall be considered incidental to this contract and shall not be paid under this bid item. Replenishment and repair of topsoiled areas after rain events shall be considered incidental to this bid item.

BASIS OF PAYMENT

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

BID ITEM 20256 – RIPRAP FILTER FABRIC, TYPE HR

Work under this bid item shall include all labor, material, double handling, equipment, and incidentals required to import and place riprap filter fabric below all riprap as specified in the plans. Removal of any existing riprap filter fabric shall be incidental to BID ITEM 20201 – Excavation Cut. Any existing material encountered shall be removed, and replaced with new Riprap Filter Fabric, Type HR.

METHOD OF MEASUREMENT

Riprap Filter Fabric, Type HR shall be paid at the contract price based on the "Plan Quantity" as listed in the proposal page. Any overlap of the rolls, measured both longitudinally or transversely, shall be included in the pay quantity and only be paid once.

BASIS OF PAYMENT

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

BID ITEM 20250 – HEAVY RIPRAP - GLACIAL FIELD STONE

Salvage and reuse of existing riprap shall be incidental to BID ITEM -20101 Excavation Cut. Import, and installation of new heavy riprap shall be paid under this bid item.

BID ITEM 21024 – SILT SOCK (12 INCH) – COMPLETE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 12-inch silt sock in accordance with the City of Madison Standard Specifications for Public Works Construction.

An additional 200' linear feet of undistributed silt sock has been added to the plan quantity. This quantity may be reduced, increased, or eliminated as needed.

BID ITEM 21302 CONSTRUCTION FENCE (PLASTIC)

DESCRIPTION

Quantities include construction fence around trees for tree protection. No construction staging or driving outside of construction fence.

METHOD OF MEASUREMENT

Construction Fence (Plastic) shall be paid at the contract price based on the measured quantity as listed in the proposal page.

BASIS OF PAYMENT

Construction Fence (Plastic) shall be paid at the contract price for work as defined above, which shall be considered full compensation for work, materials, labor and incidentals necessary to install, adjust, maintain, and remove construction fence.

BID ITEM 21061 – EROSION CONTROL MATTING, CLASS I, URBAN TYPE B

DESCRIPTION

Work under this bid item shall include all work, materials, equipment and incidentals necessary to install Erosion Matting, Class I, Urban Type B. Plastic or photobiodegradable matting shall not be allowed, only 100% biodegradable materials shall be allowed. Erosion Control Matting construction is critical to the stabilization of this channel.

The Erosion Matting Class I, Urban Type B shall only be installed after all topsoiling and seeding has been approved and seeded. The Contractor shall contact Theran Stautz at (608) 267-8738, tstautz@cityofmadioson.com to inspect and approve the finish grade prior to seeding and matting.

Erosion Control Matting, Class I Urban, Type B has been calculated based on the total disturbed area within the grading limits and shall be paid based on plan quantity. All disturbed sites shall receive erosion control matting.

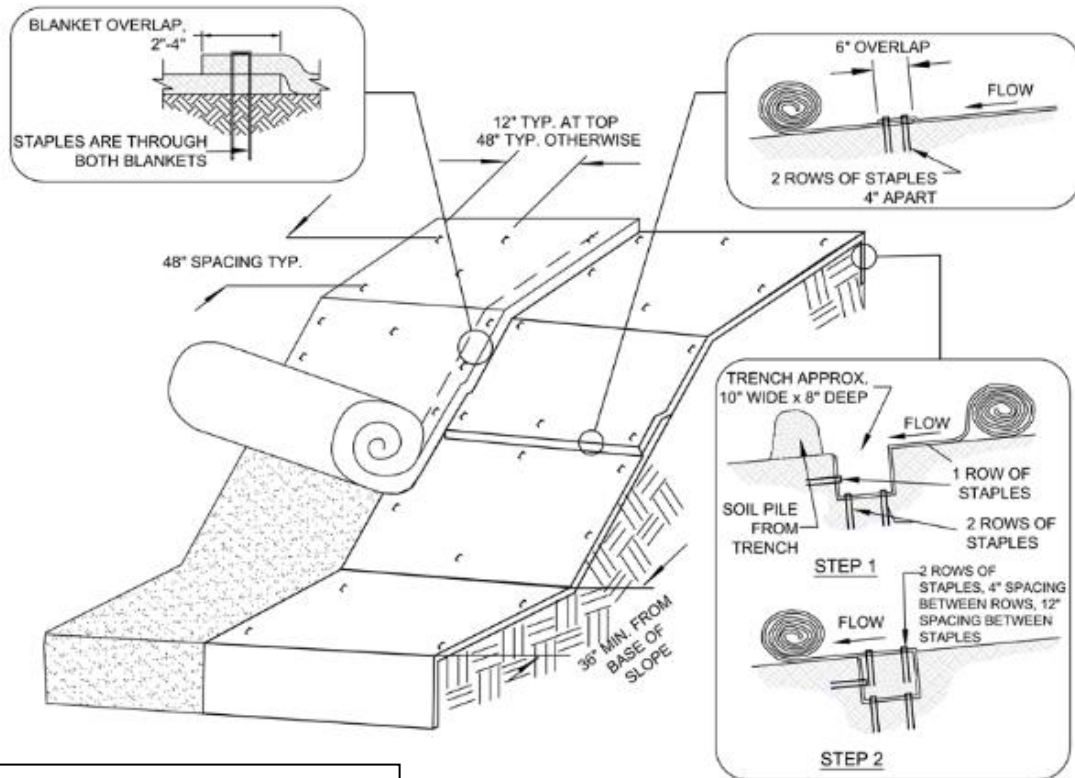
Erosion Matting has been calculated based on the total disturbed area within the grading limits and shall be paid based on plan quantity. Any area that has been disturbed outside of the grading limits shall be restored with Native Aggressive Seed Mix and Erosion Matting, Class I, Urban Type B which shall be incidental to their respective items. Any area disturbed within the right of way shall be restored with Terrace Seed and Erosion Matting, Class I, Urban Type A and shall be incidental to this contract.

At this location, the Contractor shall use metal staples. Staples used for erosion mats shall be 1-2 inch wide, U-shaped made of No. 11 or larger diameter steel wire, and between 6 inches and 12 inches long. Erosion matting shall be anchored, overlapped, staked and entrenched per the manufacturer's recommendations. Install additional anchoring in areas of rilling and concentrated flow beneath the mat. If rilling is preventing vegetation establishment, remove erosion mat, regrade, compact, re-seed and replace the section of matting. Rilling repair shall be incidental to this contract. Prior to issuance of substantial completion in 2027, the Contractor shall be required to walk the site and remove all metal staples that are no longer securing erosion control matting necessary for stabilization.

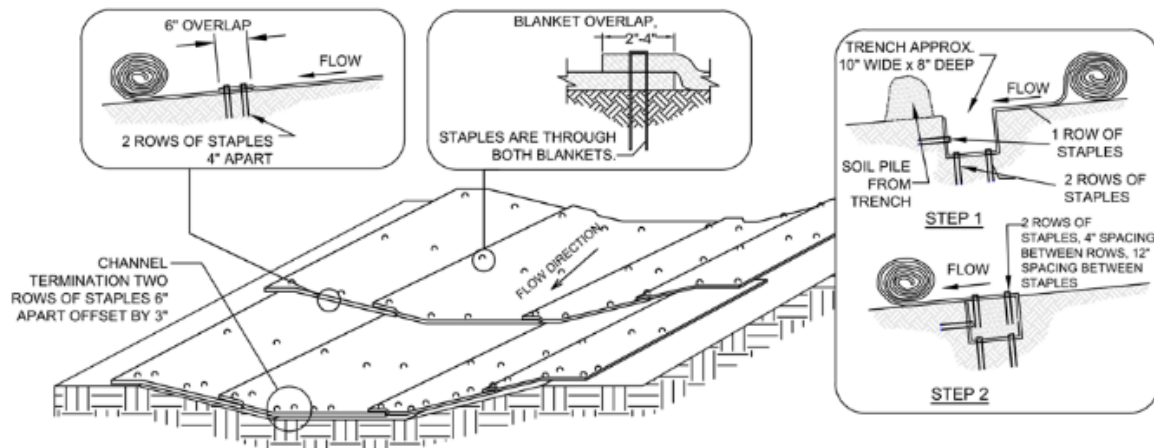
All erosion control matting shall be trenched in at the top of the slope as shown in the graphic below and include a minimum of 6" overlap between blankets.

Erosion control matting placed in channel shall have mats extend upslope vertically 1' from the ditch bottom, or 6 inches higher than the design flow depth, whichever is greater. Staples at erosion matting termination shall be installed as shown below.

Non-Channel Erosion Matting



Channel Erosion Matting



METHOD OF MEASUREMENT

Erosion Control Matting, Class I, Urban Type B shall be paid at the contract price based on "Plan Quantity" as listed in the proposal page. Erosion Control Matting, Class I, Urban Type B placement required to restore areas outside of grading limits, including areas outside of grading limits that are within the construction fence shall be considered incidental to this contract and shall not be paid under this bid item. Replenishment and repair of erosion control matting throughout the duration of the contract shall be considered incidental to this bid item.

BASIS OF PAYMENT

Erosion Control Matting, Class I, Urban Type B shall be paid at the contract price for work as defined above, which shall be considered full compensation for work, materials, labor and incidentals necessary to complete the work.

BID ITEM 50722 – 6'x6' CATCH BASIN

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to construct and install a 6' x 6' Storm SAS with a 6' sump below existing invert in accordance with City standard bid item 50726 and SDD 5.7.4. All existing storm sewer pipe connections to the structure are incidental to this bid item. Contractor is responsible to verify location and depth of existing pipe connections prior to construction and adjust the structure accordingly incidental to this bid item.

BID ITEM 90000 – RECONNECT EXISTING 14"x23" HERCP

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to reconnect existing 14"x23" apron and concrete pipe sections that are detached and to salvage and reset the existing 14"x23" HERCP that has separated. All necessary bedding, backfilling, any concrete collar and / or pipe ties required to salvage and reset the existing pipe and apron end shall be considered incidental to this bid item and performed in accordance with Standard Specifications.

METHOD OF MEASUREMENT

Reconnect Existing 14"x23" HERCP shall be measured Lump Sum.

BASIS OF PAYMENT

Reconnect Existing 14"x23" HERCP shall be paid for at the contract unit price, which shall be full compensation for all work as outlined in the description.

BID ITEM 90001 – STORMWATER CONTROL

DESCRIPTION

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

The existing storm channel receives a large amount of water during rain events. Overland flow is to be approximately 1200 CFS during the 100-year storm event. The Contractor shall be prepared to coordinate construction with these events, manage storm flow, reroute flow if necessary, secure construction materials and protect grading and surrounding area during rain events. The Contractor's approach for Stormwater Control shall be included in the Methods and Equipment Plan and shall include any additional equipment, erosion control devices, stone, piping, etc. required to manage storm events which shall be included in this bid item.

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 – SITE DEWATERING/GROUNDWATER CONTROL

DESCRIPTION

Work under this item shall conform with Sec. 502.1 of the latest edition of the City of Madison Standard Specifications for Public Works Construction and include all design, work, materials, equipment, permitting, fees and incidentals required to dewater the forebay area and site during construction or to work with the water on-site in a manner that is acceptable to the Contractor until the completion of the project, and allows the project to be constructed in accordance with these plans and specifications. This bid item shall also include any Type II Dewatering required for storm sewer construction.

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

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

The method and materials shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

The Contractor shall be aware that any dewatering, including trench dewatering or pumping of accumulated storm water, shall include treatment for sediment removal prior to discharge off-site. At a minimum, this treatment shall include filtering the water via a sediment bag prior to discharge. The

geotextile bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Construction Engineer, this treatment process is not providing sufficient sediment removal, the Contractor shall add polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

The Contractor shall maintain dewatering activities until no longer needed for construction and restoration of the greenway.

Borings are provided as an attachment to the Special Provisions to assist the Contractor in determining what methods are required to dewater the site.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90003 – CONSTRUCTION SURVEYING

DESCRIPTION

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

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

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

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

The Contractor shall be required to submit an as-built CAD surface model of the bottom of greenway elevations to Sarah Lerner, slerner@cityofmadison.com (608) 261-8592 for approval at the following times:

- **After final grading, and installation of storm structures and prior to seeding.**

The Contractor shall not proceed, and excavation shall not be considered completed until the as-built CAD surface model has been approved by Sarah Lerner, Project Engineer.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90004 – NO ROOT CUTTING – GRADING

This item shall include all root cutting and / or root grinding as shown on the plans and as determined by the City Forestry Representative (street trees) and City of Madison Ecological Restoration Specialist (greenway trees). Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative and City of Madison Ecological Restoration Specialist.

METHOD OF MEASUREMENT

Root Cutting – Grading shall be measured per linear foot based as measured in the field.

BASIS OF PAYMENT

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

BID ITEM 90005 –NATIVE AGGRESSIVE SEED MIX

DESCRIPTION

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

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

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

The native mix shall be as listed below.

Genus	Species	Common Name	Guild	% of mix	ssf
Amorpha	canescens	Lead Plant	shrub/legume	0.50%	1.50
Carex	vulpinoidea	Brown Fox Sedge	sedge/rush	1.00%	3.00
Carex	stipata	Awl-fruited Sedge	sedge/rush	1.00%	3.00
Carex	scoparia	Lance-fruited Oval Sedge	sedge/rush	1.00%	3.00
Carex	crus-corvi	Crowfoot Fox Sedge	sedge/rush	1.00%	3.00
Carex	bicknelli	Copper-shouldered oval sedge	sedge/rush	2.00%	6.00
Juncus	torreyi	Torrey's Rush	sedge/rush	0.50%	1.50
Scirpus	atrovirens	Dark-green Bulrush	sedge/rush	2.00%	6.00

Andropogon	gerardii	Big Bluestem	grass	8.00%	24.00
Bouteloua	curtipendula	Side-oats Grama	grass	5.00%	15.00
Bromus	kalmii	Prairie Brome	grass	4.00%	12.00
Calamagrostis	canadensis	Blue Joint Grass	grass	4.00%	12.00
Elymus	virginicus	Virginia Wild Rye	grass	12.00%	36.00
Elymus	canadensis	Canada Wild Rye	grass	10.00%	30.00
Glyceria	grandis	Reed Manna Grass	grass	3.00%	9.00
Panicum	virgatum	Switch Grass	grass	5.00%	15.00
Sorghastrum	nutans	Indian Grass	grass	8.00%	24.00
Spartina	pectinata	Cord Grass	grass	3.00%	9.00
Astragalus	canadensis	Canada Milk Vetch	forb/legume	0.50%	1.50
Baptisia	alba	White Wild Indigo	forb/legume	0.50%	1.50
Chamaecrista	fasciculata	Partridge Pea	forb/legume	1.00%	3.00
Dalea	candida	White Prairie Clover	forb/legume	0.50%	1.50
Desmodium	canadense	Showy Tick Trefoil	forb/legume	0.50%	1.50
Lespedeza	capitata	Round-headed Bush Clover	forb/legume	0.50%	1.50
Senna	hebecarpa	Wild Senna	forb/legume	0.50%	1.50
Acorus	americanus	Sweet Flag	forb	0.50%	1.50
Allium	cernuum	Nodding Onion	forb	0.50%	1.50
Anemone	canadensis	Canada Anemone	forb	0.50%	1.50
Asclepias	incarnata	Rose Milkweed	forb	0.50%	1.50
Asclepias	syriaca	Common Milkweed	forb	0.50%	1.50
Asclepias	verticillata	Whorled Milkweed	forb	0.50%	1.50
Boltonia	asteroides	False Aster	forb	0.50%	1.50
Coreopsis	tripteris	Tall Coreopsis	forb	0.50%	1.50
Echinacea	pallida	Pale Purple Coneflower	forb	0.50%	1.50
Echinacea	purpurea	Purple Coneflower	forb	0.50%	1.50
Eupatorium	perfoliatum	Boneset	forb	0.50%	1.50
Euthamia	graminifolia	Grass-leaved Goldenrod	forb	0.50%	1.50
Eutrochium	maculatum	Joe Pye Weed	forb	0.50%	1.50
Helenium	autumnale	Sneezeweed	forb	1.00%	3.00
Helianthus	pauciflorus	Showy Sunflower	forb	1.00%	3.00
Hypericum	pyramidatum	Great St. John's Wort	forb	0.50%	1.50
Liatris	ligulistylis	Meadow Blazing Star	forb	0.50%	1.50
Liatris	pycnostachya	Prairie Blazing Star	forb	0.50%	1.50
Mimulus	ringens	Monkey Flower	forb	0.50%	1.50
Monarda	fistulosa	Wild Bergamot	forb	0.50%	1.50
Oligoneuron	riddellii	Riddell's Goldenrod	forb	0.50%	1.50
Parthenium	integrifolium	Wild Quinine	forb	0.50%	1.50
Penstemon	digitalis	Foxglove Beardtongue	forb	0.50%	1.50
Persicaria	punctata	Smartweed	forb	1.00%	3.00
Physostegia	virginiana	Obedient Plant	forb	1.50%	4.50
Pycnanthemum	virginianum	Mountain Mint	forb	1.50%	4.50
Ratibida	pinnata	Yellow Coneflower	forb	0.50%	1.50
Rudbeckia	hirta	Black-eyed Susan	forb	1.50%	4.50
Rudbeckia	subtomentosa	Sweet Black-eyed Susan	forb	0.50%	1.50
Rudbeckia	triloba	Brown-eyed Susan	forb	0.50%	1.50
Silphium	integrifolium	Rosin Weed	forb	0.50%	1.50
Silphium	laciniatum	Compass Plant	forb	0.50%	0.75

Silphium	terebinthaceum	Prairie Dock	forb	0.50%	0.75
Solidago	rigida	Stiff Goldenrod	forb	0.50%	1.50
Solidago	speciosa	Showy Goldenrod	forb	0.50%	1.50
Symphyotrichum	laeve	Smooth Blue Aster	forb	0.50%	1.50
Symphyotrichum	oolentangiense	Sky Blue Aster	forb	0.50%	1.50
Symphyotrichum	novae-angliae	New England Aster	forb	0.50%	1.50
Verbena	hastata	Blue Vervain	forb	0.50%	1.50
Vernonia	fasciculata	Common Ironweed	forb	0.50%	1.50
Zizia	aurea	Golden Alexanders	forb	0.50%	1.50
SUM				100%	300

The Contractor shall add the Native Aggressive Seed Mix as described in this bid item in areas as shown on the vegetation plan. Note: The seed shall be placed at a rate of 300 seeds/sf.

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

The Native Aggressive Seed Mix shall include the following annual cover crop:

- 100 lbs/acre annual oats
- 10-20 lbs/acre of annual winter wheat

Incidental to the SY of this bid item shall be the application of temporary seed.

Native Aggressive Seed Mix has been calculated based on the total disturbed area within the grading limits and shall be paid based on plan quantity. Any area that has been disturbed outside of the grading limits shall be restored with Native Aggressive Seed Mix and Erosion Matting, Class I, Urban Type B which shall be incidental to their respective items.

Seed Mixes of all types of seed shall be submitted for approval by the Ecological Restoration Specialist, Theran Stautz, tstautz@cityofmadison.com, (608) 228-4975 prior to seeding.

METHOD OF MEASUREMENT

Native Aggressive Seed Mix shall be paid based on total grading limits as shown on plans for initial seeding. Supplemental seed related to wash outs shall be paid as measured in the field.

BASIS OF PAYMENT

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

BID ITEM 90006 – PLUGS

All planting as part of this contract shall be completed per Article 209 – Trees, Shrubs, Perennials and Grasses of the latest edition of the City of Madison Standard Specifications for Public Works Construction and as outlined in these Special Provisions.

If the Contractor does not meet the fall installation deadline, the Contractor shall be responsible for care and maintenance of the plants until the following spring, and the Contractor's expense.

Plugs shall be planted 1 foot on center within a 3' strip to try to quickly establish plant colonies within the greenway, and to allow for establishment mowing in seeded areas between plugs. Erosion Matting shall be installed prior to plugs. Plugs shall be installed within the erosion matting. Preparation of the soil shall be incidental to this bid item. Soil preparation shall include scarifying, raking, and any required soil

amendments. The Contractor shall install a 6" depth of planting mix topsoil. This shall only be required in areas that receive native vegetative mat and plugs and shall be considered incidental to those bid items.

Care of plants and preparing ground for planting shall be incidental to bid items 90006 as defined in Subsection 209.6(b) and shall continue until the end of the 2027 growing season.

Plants shall be watered the day of installation and shall be watered daily for the first 14 days after installation, unless there is at least a .5" rainfall that date. Watering shall be incidental to this bid item. In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer.

All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition regardless of drought conditions. Watering during drought conditions are incidental to this contract. The volume of water shall be enough to soak the root zone. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor. There is no existing water access available on site. The Contractor shall be required to supply water.

Watering shall be incidental to this bid item. The means and methods of watering shall be determined by the Contractor. There is an existing hydrant adjacent to the greenway. Per 209.5(i) Watering Equipment, the Contractor shall not make connections to Water Utility facilities without permission from Water Utility. If the Contractor uses the adjacent hydrant, they shall secure the hydrant after the end of each use so that it may not controlled by anyone other than Water Utility staff and the Contractor.

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QUANTITY
Forbs				
<i>Heliopsis helianthoides</i>	Early Sunflower	4" Deep	Plug	128
<i>Physostegia virginiana</i>	Obedient Plant	4" Deep	Plug	176
<i>Zizia aurea</i>	Golden alexanders	4" Deep	Plug	128
Grasses				
<i>Andropogon gerardii</i>	Big Bluestem	4" Deep	Plug	500
<i>Calamagrostis canadensis</i>	Canada Bluejoint Grass	4" Deep	Plug	500
<i>Panicum virgatum</i>	Switch Grass	4" Deep	Plug	500
<i>Sorghastrum nutans</i>	Indian Grass	4" Deep	Plug	500
<i>Spartina pectinata</i>	Prairie Cordgrass	4" Deep	Plug	500

METHOD OF MEASUREMENT

Plugs shall be measured by the number of plants of each species, variety and size complete in place and accepted in accordance with the terms of the contract as listed in the proposal page and verified in the field.

BASIS OF PAYMENT

Plugs as provided above will be paid for at the contract unit price each furnished and planted plug, which price shall be payment in full for furnishing, transporting, handling, potting, storing, pruning, placing all plant materials; for all excavation of plant holes, salvaging of topsoil, mixing and backfilling; for furnishing and applying all required fertilizer, mulch, water, wrapping, guys and braces, rodent protection, herbicides

and anti-desiccant spray; for removing guys and braces; for disposal of all excess and waste materials; for care; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90007 –NATIVE VEGETATIVE MAT

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary for the coordination and acceptance of delivery of the vegetative mat, performing soil preparation, installing and maintaining the native vegetative mat and maintenance of plants in accordance with Part Two of the City of Madison Standard Specifications for Public Works Construction.

The City of Madison has purchased 1,100 SF of Native Vegetative Mat from Greenline Synergy, (262-877-3741) located at 144 E Main Street, Twin Lakes, WI 53181
<https://greenlinesynergy.net/>

Contact: Robert E Livingston, Owner
Email: grow@greenlinesynergy.net

Each vegetated blanket shall be toed into the soil and installed with 6-inch staples throughout to hold the slope. Each blanket is approximately 47" wide, by 90" long. The Contractor shall cut blankets to size to meet the channel width both as shown on plans. Preparation of the soil shall be incidental to this bid item. Soil preparation shall include scarifying, raking, and any required soil amendments. The Contractor shall install a 6" depth of planting mix topsoil. This shall only be required in areas that receive native vegetative mat and plugs and shall be considered incidental to those bid items.

Care of plants shall be incidental to bid items 90007 as defined in Subsection 209.6(b) and shall continue until the end of the 2027 growing season.

Plants within vegetative mat shall be watered the day of installation and shall be watered daily for the first 14 days after installation, unless there is at least a .5" rainfall that date. Watering shall be incidental to this bid item. In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer.

All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition regardless of drought conditions. Watering during drought conditions are incidental to this contract. The volume of water shall be enough to soak the root zone. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor. There is no existing water access available on site. The Contractor shall be required to supply water.

Watering shall be incidental to this bid item. The means and methods of watering shall be determined by the Contractor. There is an existing hydrant adjacent to the greenway. Per 209.5(i) Watering Equipment, the Contractor shall not make connections to Water Utility facilities without permission from Water Utility. If the Contractor uses the adjacent hydrant, they shall secure the hydrant after the end of each use so that it may not be controlled by anyone other than Water Utility staff and the Contractor.

If the Contractor does not meet the fall installation deadline, the Contractor shall be responsible for care and maintenance of the plants until the following spring, and the Contractor's expense.

METHOD OF MEASUREMENT

Native Vegetative Mat shall be measured by the number of plants of each species, variety and size complete in place and accepted in accordance with the terms of the contract as listed in the proposal page and verified in the field.

BASIS OF PAYMENT

Native Vegetative Mat shall be as provided above will be paid for at the contract unit price each furnished and planted mat which price shall be payment in full for furnishing, transporting, handling, potting, storing, pruning, placing all plant materials; for all site preparation, salvaging of topsoil, mixing and backfilling; for furnishing and applying all required fertilizer, mulch, water, wrapping, guys and braces, rodent protection, herbicides and anti-desiccant spray; for disposal of all excess and waste materials; for care; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90008 – SPRING 2027 TEMPORARY SEED MIX

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place spring temporary seed mix within the grading limits in spring 2027 as defined in these special provisions and in accordance with Part Two of the City of Madison Standard Specifications for Public Works Construction.

Temporary seed mix installed in fall with native seeding shall be incidental to BID ITEM 90005 – NATIVE AGGRESSIVE SEED MIX.

Temporary spring shall be determined after field site visit to verify the quantities required based on existing vegetation. This bid item may be reduced or eliminated.

Seed mix shall be annual oats cover crop, seeded at a rate of 100 lbs/acre. This rate may be reduced after site visit.

The Contractor shall obtain approval the Ecological Restoration Specialist prior to seeding with the spring temporary seed mix. Seed Mixes of all types of seed shall be submitted for approval by the Ecological Restoration Specialist, Theran Stautz, tstautz@cityofmadison.com, (608) 228-4975 prior to seeding.

This temporary cover crop shall be mowed at least during the second growing season once it reaches 12" to a height of 6" after it has established to promote native plant establishment.

METHOD OF MEASUREMENT

Spring 2027 Temporary Seed Mix shall be measured by plan square yard.

BASIS OF PAYMENT

Spring 2027 Temporary Seed Mix shall be measured as described above and shall be paid for at the contract unit prices which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement and incidentals required to complete the work as set forth in the description.

BID ITEM 90009 –GABION DITCH CHECK

DESCRIPTION

Work under this bid item shall include all materials, labor and incidentals to install AND MAINTAIN AND REMOVE the gabion ditch checks as shown on the plans.

The bottom row of gabion should be 3' wide, 6' depth by 2' height. The top row gabion should be 3' wide by 6' depth, by 1' height.

For assembly, rotate the gabion panels into position and join the vertical edges with fasteners for gabion assembly. Where lacing wire is used, wrap the wire with alternating single and double half-hitches at intervals between four (4) to five (5) inches. Where spiral fasteners are used for welded-wire mesh, crimp the ends to secure the spirals in place. Where ring type alternate fasteners are used for basket

assembly. Install the fasteners at a maximum of 6 inches. Use the same fastening procedures to install interior diaphragms.

Vertical joints between gabion basket units of adjacent layers or tiers, along the length of the ditch check, shall be staggered.

Gabions shall be carefully filled with rock, ensuring alignment, avoiding bulges, and providing a compact mass that minimizes voids.

Care shall be taken when placing rock in gabions to ensure that the gabion baskets will not be damaged or broken.

Rock or stone sized for use in gabion baskets shall be between 4 and 8 inches with a D50 of 6 inches (minimum) and shall consist of field stone or rough unhewn quarry stone. Stones shall be of a quality that they will not disintegrate with exposure to water or weathering.

Gabion baskets shall be placed so that the flow line of the weir is at least equal to the elevation of the upstream gabion bottom of gabion, to ensure that water does not pond behind gabion.

4' of Riprap shall be placed behind the overflow weir to dissipate velocity from the overflow weir.

Trash, plant material, and sediment shall be removed from behind and in front of the gabion shall be removed from the gabions bi-weekly to ensure function. Damaged caused due to the maintain of the gabions is incidental and needs to be reinstalled per plan.

Installation of filter fabric, clear stone and all other components and materials shall be incidental to this bid item.

Gabion Check Dam Component Properties*				
Type of Wire	Mesh Size (Inches)	U.S. Wire (Gage)	Galvanized Zinc Coating (oz/sf/)	Total Diameter Core Wire (Inches)
Woven (Twisted) Wire Mesh	3.25 x 4.5	12	0.8	0.105
Welded Wire Mesh	3.00 x 3.00	12	0.8	0.105
Selvage		10	0.8	0.130
Lacing Wire		13.5	0.8	0.087
Internal Reinforcing Wire		13.5	0.8	0.087
Spiral Binder		12	0.8	0.105

* All components shall be hot-dipped galvanized steel.

Alternatives to above specifications shall be submitted to Engineer prior to placement.

Once the site has stabilized, the Contractor shall remove each gabion ditch check, backfill the area with topsoil and shall seed with native aggressive seed mix, and place Erosion Control Matting, Class II, Urban Type B over all disturbed areas. Excavation cut, fabric, riprap, and repair of the channel after removal of the gabion ditch check shall be incidental to this bid item. Disposal of the gabion and all material associated with the removal shall be at a location provided by the Contractor and incidental to this bid item.

Gabion Ditch Check shall be removed only after vegetation has established with 75% cover.

METHOD OF MEASUREMENT

Gabion Ditch Check shall be measured by per each gabion ditch check as listed on the proposal page.

BASIS OF PAYMENT

Gabion Ditch Check 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, tools, equipment, labor, hauling, placement, MAINTENANCE, repairs, removal, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90010 – 2026 ECOLOGICAL RESTORATION

This bid item includes removal/treatment of invasive or nuisance plant growth that have been graded and reseeded with native aggressive seed mix, planted with native plugs, or received native vegetative mat. This bid item includes removal of invasive or nuisance plant growth throughout the 2026 season.

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

This work shall include the removal of all invasive plants, non-native plants, as well as aggressive native plant woody species that will outcompete native plants. **Non-native plants and annual temporary cover crop that do not outcompete native plants shall remain to facilitate erosion control.**

Under no circumstance should the Contractor remove temporary annual cover crop species, unless directed by the Engineer.

Ornamental species that appear to have been planted by adjacent homeowners shall not be removed unless approved by the Engineer.

Attachment F includes a list of species to be removed from site along with the tolerance of species and expectations for eradication.

- Species marked for LOW tolerance, includes species that must be completely eradicated from site and continued to be removed throughout contract.
- Species marked for MEDIUM tolerance shall be removed from site, tolerance is allowed if the planting doesn't conflict with native plant establishment.
- Species marked for HIGH tolerance shall be removed when competing with native plant establishment, the contractor shall remove when appropriate, but it is likely not possible to remove all species from site

This contract shall include at least six site visits to treat all invasive vegetation throughout 2026, unless otherwise approved by the Engineer.

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

- Mowing (for annual invasive plants that can be managed by removing the seeds produced that season).
- Hand pulling (for individual small patches of invasive plants that do not spread more aggressively after hand pulling - i.e. hand pulling is not allowed for Japanese Knotweed which spreads rhizomatically and would become more aggressive if hand pulled).
- Other non-chemical approaches to invasive control to be determined by Contractor.
- Spot herbicide application by "painting" treated stumps, or the "glove of death method" which requires placing a chemical resistant glove over one hand, putting a cotton glove over that, and then spraying herbicide on the cotton glove and hand wiping the undesirable plant.

- Spray herbicide with backpack and pump sprayers, selectively spraying undesirable species.

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved. The Contractor shall select herbicides that are appropriate for both wood and herbaceous regrowth.

All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit to the Ecological Restoration Specialist, Thera Stautz, tstautz@cityofmadison.com (608) 228-4975 a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:

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

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at <https://www.cityofmadison.com/parks/about/documents/pesticidepolicy2004.pdf>. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

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

- All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.
- The Contractor shall remove trash that has accumulated on site at each treatment and shall dispose at no additional compensation.
- The Contractor shall be responsible for replacing any native species at the direction of the Engineer that have died as a result of herbicide overspray which can include trees, shrubs, and forbs.
- All herbicide application signage must be clearly visible.
- The Contractor shall be required to use aquatic herbicide as necessary for all areas required by the Wisconsin Department of Natural Resources and to obtain all required permits necessary for application of aquatic herbicide.
 - The Contractor shall submit to the Engineer an herbicide submittal for approval prior to any invasive removal activities. The submittal shall include:
 - Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
 - Material Data Safety Sheets for each herbicide
 - Proposed application methods and timing
 - Qualifications of personnel as highlighted in the section below

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

METHOD OF MEASUREMENT

2026 Restoration Maintenance shall be measured by lump sum.

BASIS OF PAYMENT

2026 Restoration Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description, for all areas that received native aggressive seed.

BID ITEM 90011 – 2027 ECOLOGICAL RESTORATION

This bid item includes removal/treatment of invasive or nuisance plant growth that have been graded and reseeded with native aggressive seed mix, planted with native plugs, or received native vegetative mat. This bid item includes removal of invasive or nuisance plant growth throughout the 2027 season.

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

This work shall include the removal of all invasive plants, non-native plants, as well as aggressive native plant woody species that will outcompete native plants. **Non-native plants and annual temporary cover crop that do not outcompete native plants shall remain to facilitate erosion control, but shall be mowed to a 6” height once they reach 12” height.**

Ornamental species that appear to have been planted by adjacent homeowners shall not be removed unless approved by the Engineer.

Attachment F includes a list of species to be removed from site along with the tolerance of species and expectations for eradication.

- Species marked for LOW tolerance, includes species that must be completely eradicated from site and continued to be removed throughout contract.
- Species marked for MEDIUM tolerance shall be removed from site, tolerance is allowed if the planting doesn't conflict with native plant establishment.
- Species marked for HIGH tolerance shall be removed when competing with native plant establishment, the contractor shall remove when appropriate, but it is likely not possible to remove all species from site

This contract shall include at least six site visits to treat all invasive vegetation throughout 2027, unless otherwise approved by the Engineer.

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

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

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are

recommended. Herbicides containing Picloram will not be approved. The Contractor shall select herbicides that are appropriate for both wood and herbaceous regrowth.

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

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

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at <https://www.cityofmadison.com/parks/about/documents/pesticidepolicy2004.pdf>. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

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

- All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.
- The Contractor shall remove trash that has accumulated on site at each treatment and shall dispose at no additional compensation.
- The Contractor shall be responsible for replacing any native species at the direction of the Engineer that have died as a result of herbicide overspray which can include trees, shrubs, and forbs.
- All herbicide application signage must be clearly visible.
- The Contractor shall be required to use aquatic herbicide as necessary for all areas required by the Wisconsin Department of Natural Resources and to obtain all required permits necessary for application of aquatic herbicide.
 - The Contractor shall submit to the Engineer an herbicide submittal for approval prior to any invasive removal activities. The submittal shall include:
 - Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
 - Material Data Safety Sheets for each herbicide
 - Proposed application methods and timing
 - Qualifications of personnel as highlighted in the section below

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

METHOD OF MEASUREMENT

2027 Restoration Maintenance shall be measured by lump sum.

BASIS OF PAYMENT

2027 Restoration Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description, for all areas that received native aggressive seed.

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE W. BADGER MILL CREEK GREENWAY IMPROVEMENTS

CONTRACT NO. 9588

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 - 2026 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 0 through 0 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Drax Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of DE a partnership consisting of _____; an individual trading as _____; of the City of Madison State of WI; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this 23rd day of June, 2026.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 12/26/29

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

JILL M. OELKE
Notary Public
State of Wisconsin

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

Best Value Contracting

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

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

☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

☐ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

☐ First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

☐ Contractor has been in business less than one year.

☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

☐ An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

☐ BRICKLAYER

☐ CARPENTER

☐ CEMENT MASON / CONCRETE FINISHER

☐ CEMENT MASON (HEAVY HIGHWAY)

☐ CONSTRUCTION CRAFT LABORER

☐ DATA COMMUNICATION INSTALLER

☐ ELECTRICIAN

☐ ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

☐ GLAZIER

☒ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

☐ INSULATION WORKER (HEAT and FROST)

☐ IRON WORKER

☐ IRON WORKER (ASSEMBLER, METAL BLDGS)

☐ PAINTER and DECORATOR

☐ PLASTERER

☐ PLUMBER

☐ RESIDENTIAL ELECTRICIAN

☐ ROOFER and WATER PROOFER

☐ SHEET METAL WORKER

☐ SPRINKLER FITTER

☐ STEAMFITTER

☐ STEAMFITTER (REFRIGERATION)

☐ STEAMFITTER (SERVICE)

☐ TAPER and FINISHER

☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

☐ TILE SETTER

CONTRACT NO. 9588

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

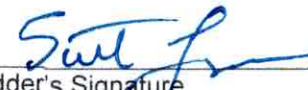
Company:	Drax Inc
Address:	1213 Sherman Ave
Telephone Number:	608-692-5650
Fax Number:	NA
Contact Person/Title:	Scott Langum GM

Prime Bidder Certification

Name:	Scott Langum
Title:	GM
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.


Witness' Signature W. M. Oelke
6/23/26
Date


Bidder's Signature

Summary Sheet

Wester Badger Mill Greenway Improvements

CONTRACT NO. 9588

DATE: 6/25/2026

Drax, Inc

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$1,815.00	\$1,815.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$12,100.00	\$12,100.00
20101 - EXCAVATION CUT - C.Y.	5225.00	\$35.10	\$183,397.50
20217 - CLEAR STONE - TON	80.00	\$45.98	\$3,678.40
20221 - TOPSOIL - S.Y.	14825.00	\$5.45	\$80,796.25
20246 - MEDIUM RIPRAP - GLACIAL FIELD STONE - C.Y.	85.00	\$151.25	\$12,856.25
20256 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	420.00	\$4.84	\$2,032.80
20314 - REMOVE PIPE - L.F.	18.00	\$60.50	\$1,089.00
20250 - HEAVY RIPRAP GLACIAL FIELD STONE - C.Y.	150.00	\$181.50	\$27,225.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$242.00	\$1,210.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$1,452.00	\$2,904.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$1,815.00	\$1,815.00
21024 - SILT SOCK (12 IN) - COMPLETE - L.F.	1200.00	\$8.47	\$10,164.00
21031 - INLET PROTECTION, TYPE C - COMPLETE - EACH	1.00	\$242.00	\$242.00
21052 - INLET PROTECTION (RIGID FRAME) - COMPLETE - EACH	8.00	\$302.50	\$2,420.00
21062 - EROSION MATTING, CLASS I URBAN TYPE B - S.Y.	14825.00	\$2.11	\$31,280.75
21302 - CONSTRUCTION FENCE (PLASTIC) - L.F.	3600.00	\$2.12	\$7,632.00
50401 - 12 INCH TYPE 1 RCP STORM SEWER PIPE - L.F.	80.00	\$78.65	\$6,292.00
50404 - 21 INCH TYPE 1 RCP STORM SEWER PIPE - L.F.	14.00	\$100.43	\$1,406.02
50461 - 12 INCH RCP AE - EACH	6.00	\$1,452.00	\$8,712.00
50464 - 21 INCH RCP AE - EACH	1.00	\$1,815.00	\$1,815.00
50724 - 4'x4' STORM SAS - EACH	1.00	\$6,292.00	\$6,292.00
50722 - 6'x6' CATCH BASIN - EACH	1.00	\$10,285.00	\$10,285.00
50801 - UTILITY LINE OPENING - EACH	2.00	\$1,815.00	\$3,630.00
90000 - RECONNECT EXISTING 14"X23" HERCP - LUMP SUM	1.00	\$1,815.00	\$1,815.00
90001 - STORMWATER CONTROL - LUMP SUM	1.00	\$12,100.00	\$12,100.00
90002 - SITE DEWATERING AND GROUNDWATER CONTROL - LUMP SUM	1.00	\$21,000.00	\$21,000.00
90003 - CONSTRUCTION SURVEYING - LUMP SUM	1.00	\$10,000.00	\$10,000.00
90004 - ROOT CUTTING - GRADING - L.F.	365.00	\$10.00	\$3,650.00
90005 - NATIVE AGGRESSIVE SEED MIX - S.Y.	29650.00	\$0.80	\$23,720.00
90006 - PLUGS - EACH	2932.00	\$5.85	\$17,152.20
90007 - NATIVE VEGETATIVE MAT - S.F.	1100.00	\$8.20	\$9,020.00
90008 - SPRING 2027 TEMPORARY SEED MIX - S.Y.	14825.00	\$0.25	\$3,706.25
90009 - GABION DITCH CHECK - EACH	2.00	\$9,075.00	\$18,150.00
90010 - 2026 ECOLOGICAL RESTORATION - LUMP SUM	1.00	\$20,010.00	\$20,010.00
90011 - 2027 ECOLOGICAL RESTORATION - LUMP SUM	1.00	\$20,010.00	\$20,010.00
36 Items	Totals		\$581,423.42



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

Mark D. Moder, P.E.

Fadi El Musa Gonzalez, P.E.

Andrew J. Zwieg, P.E.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

Drax, Inc.

(a corporation of the State of Delaware)
(individual), (partnership), (hereinafter referred to as the "Principal") and

The Gray Casualty & Surety Company,

a corporation of the State of Louisiana (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 August 8, 2024 through August 7, 2026.

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

09/AUGUST/2024
DATE

By: Carl H. Payson, president
SIGNATURE AND TITLE

SURETY

The Gray Casualty & Surety Company
COMPANY NAME AFFIX SEAL

August 8, 2024
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. 7643916 for the year 2024 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

August 8, 2024
DATE

David F. Druml
AGENT SIGNATURE David F. Druml

1135 Farragut Blvd
ADDRESS

Foster City, CA 94404
CITY, STATE AND ZIP CODE

(866) 243-2663
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)
FROM: August 8, 2024 / TO: August 7, 2026
NAME OF SURETY
The Gray Casualty & Surety Company
NAME OF CONTRACTOR
Drax, Inc.
CERTIFICATE HOLDER
City of Madison, Wisconsin

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

09/AUGUST/2024
DATE

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** Drax, Inc

Project: Biennial Bid Bond, Madison, WI

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **David F. Druml, and Horace A. Nabers III of Foster City, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

SS: .

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of August, 2024

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of August, 2024

Leigh Anne Henican



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

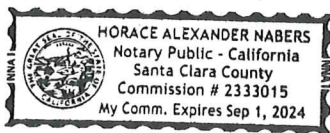
State of California)

County of San Mateo)On 8/8/2024 before me, Horace Alexander Nabers,
Date Here Insert Name and Title of the Officerpersonally 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

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: _____

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of August in the year Two Thousand and Twenty Six between **Drax, Inc** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **Jul 21, 2026** and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

West Badger Mill Greenway Improvements CONTRACT NO. 9588

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **FIVE HUNDRED EIGHTY ONE THOUSAND FOUR HUNDRED TWENTY THREE AND 42/100 (\$581,423.42)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

5. **Substance Abuse Prevention Program Required.** Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503
6. **Contractor Hiring Practices.**
Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

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

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

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

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

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

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

- c. **Exemptions:** This section shall not apply when:

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

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

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

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

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

West Badger Mill Greenway Improvements

CONTRACT NO. 9588

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

Countersigned:

Drax, Inc

Company Name

Cullen Thurgum 7/21/26
Witness Date

Carl H. Layman IV 7/21/2026
President Date

Cullen Thurgum 7/21/26
Witness Date

Carl H. Layman IV 7/21/2026
Secretary Date

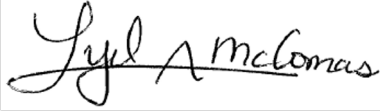
CITY OF MADISON



Satya Rhodes-Conway, Mayor

08/06/2026

Date



Lydia A. McComas, City Clerk

07/30/2026

Date

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

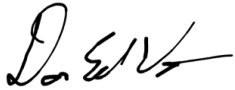


David P. Schmiedicke, Finance Director

07/31/2026

Date

Approved as to form:



for Michael Haas, City Attorney

08/06/2026

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES-26-00405, ID No. 93700, adopted by the Common Council of the City of Madison on July 21, 2026.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **Drax, Inc** as principal, and **Palomar Casualty and Surety Company** Company of Louisiana as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FIVE HUNDRED EIGHTY ONE THOUSAND FOUR HUNDRED TWENTY THREE AND 42/100 (\$581,423.42)** 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:

**West Badger Mill Greenway Improvements
CONTRACT NO. 9588**

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

Signed and sealed this 20th day of July, 2026

Countersigned:

Drax, Inc

Company Name (Principal)

Colleen Langum
Witness

Paul H. Langum IV
President Seal

See the attached Power of Attorney
Secretary

Palomar Casualty and Surety Company
Surety Seal

☒ 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 2026, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 20, 2026
Date

David F. Druml
Agent Signature, David F. Druml

The foregoing Bond has been approved as to form:

08/06/2026

Date



for City Attorney

**PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY**

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: GSI0800034 **Principal:** Drax, Inc.

Description: West Badger Mill Greenway Improvements, CONTRACT NO. 9588, Project No. 15426, Madison, Dane County, WI

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("PSIC"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("PCSC" and together with PSIC, the "Companies" or each "Company"), do hereby make, constitute, and appoint:

David F. Druml, and Horace A. Nabers III

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.



Cullen S. Piske
President
Palomar Casualty and Surety Company



State of Louisiana
Parish of St. Tammany

On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana



Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

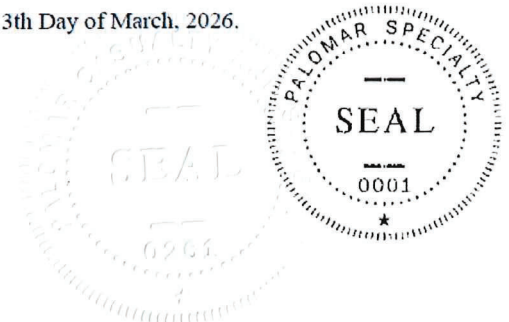
I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 20th day of July, 2026.



Angela Grant
Secretary



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)

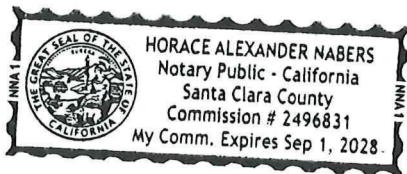
County of San Mateo)On 7/20/2026 before me, Horace Alexander Nabers,
Date Here Insert Name and Title of the Officerpersonally appeared David F. Druml

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

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: _____