

BID OF \_\_\_\_\_

**2017**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**LAKEVIEW RESERVOIR LANDSCAPING**

**CONTRACT NO. 7880**

**PROJECT NO. 10439**

**MUNIS NO. 10439**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON \_\_\_\_\_

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**LAKEVIEW RESERVOIR LANDSCAPING  
CONTRACT NO. 7880**

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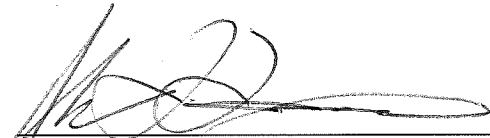
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This Proposal, and Agreement have  
been prepared by:

**MADISON WATER UTILITY  
CITY OF MADISON  
MADISON, DANE COUNTY, WISCONSIN**

 2-8-17  
Alan L. Larson, P.E., B.C.E.E.,  
Principal Engineer, Madison Water Utility

## 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:	LAKEVIEW RESERVOIR LANDSCAPING
CONTRACT NO.:	7880
SBE GOAL	20%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	2/17/17
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	2/17/17
BID SUBMISSION (1:00 P.M.)	2/24/17
BID OPEN (1:30 P.M.)	2/24/17
PUBLISHED IN WSJ	2/10/17 & 2/17/17

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://www.cityofmadison.com/business/pw/forms.cfm). 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](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 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/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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](http://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 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  Infrared Seamless Patching
- 245  Landscaping, Maintenance
- 246  Ecological Restoration
- 250  Landscaping, Site and Street
- 251  Parking Ramp Maintenance
- 252  Pavement Marking
- 255  Pavement Sealcoating and Crack Sealing
- 260  Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262  Playground Installer

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/dcr/aaTBDDir.cfm](http://www.cityofmadison.com/dcr/aaTBDDir.cfm).

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/dcr/aaTBDDir.cfm](http://www.cityofmadison.com/dcr/aaTBDDir.cfm). 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.

**LAKEVIEW RESERVOIR LANDSCAPING  
CONTRACT NO. 7880**

**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: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Prime Bidder Certification

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

\_\_\_\_\_ certify that the information  
Company

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

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



**LAKEVIEW RESERVOIR LANDSCAPING  
CONTRACT NO. 7880**

**Small Business Enterprise Compliance Report**

**SBE Contact Report**

Submit separate copy of this form for each SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

SBE Information

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

1. Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?

Yes     No

3. Did this SBE submit a bid?     Yes     No

4. Is the General Contractor pre-qualified to self-perform this category of work?

Yes     No

5. If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.

The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

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The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

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The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.

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A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.

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Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

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6. Describe any other good faith efforts:

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**SECTION D: SPECIAL PROVISIONS**  
**LAKEVIEW RESERVOIR LANDSCAPING**  
**CONTRACT NO. 7880**

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 102.12: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

**SECTION 103.5 PAYMENT AND PERFORMANCE BOND**

The Contractor shall file with the City prior to the time of execution of the contract a Payment and Performance Bond on the prescribed form in the full amount of the contract price as security for the payment of all persons supplying labor, services, and materials for the execution of the work and the faithful performance of the contract. The bond shall remain in effect until the date of the Certificate of Substantial Completion. Substantial Completion shall be issued at the end of the 2018 growing season on December 1, 2018. The surety furnishing this bond shall have a sound financial standing, a record of service satisfactory to the City, and shall be authorized to do business in the State of Wisconsin.

**ARTICLE 104 SCOPE OF WORK**

Work under this contract consists primarily of grading and landscaping adjacent to the recently re-constructed Madison Water Utility Lakeview Reservoir in the County-owned Lake View Hill Park. Additionally, work under this contract generally includes mobilization, erosion control, wood chip trail restoration and landscape maintenance.

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

**SECTION 104.4 INCREASED OR DECREASED QUANTITIES**

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

Any increases or decreases in plants or seeding shall be measured by the Contractor and verified by the Engineer.



## **SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION**

Staking of the project elements will be performed by Madison Water Utility. Contact David Renaud, RLS at (608) 261-9833 or [drenaud@madisonwater.org](mailto:drenaud@madisonwater.org) to coordinate. Staking will be performed one time at the City's cost; any request for additional staking shall be back charged to the contractor.

## **SECTION 105.12 COOPERATION BY THE CONTRACTOR**

Madison Water Utility is aware of two other projects that are anticipated to be taking place in the same vicinity as this project. Final completion of miscellaneous site work related to City of Madison Contract 7339 Lakeview Reservoir Reconstruction is expected to be completed by mid-May 2017. Cellular providers may also be working concurrently to relocate their equipment from a temporary monopole back to the reservoir. Work on City of Madison Contract 7452 Lakeview Reservoir Pipeline Improvements Phase 2 may be beginning as early as mid-May. A portion of that contract includes water main installation in the parking lot just south of the reservoir site as well as in other areas of the Lakeview Hill Park property.

Exercise care around existing trees, plantings, fences, walls, steps, driveways and all other structures or amenities. Protect the existing rip rap reservoir overflow from damage or inadvertent soil filling. Sequence the work as needed to safeguard all site elements. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. All standard tree protection specifications will be strictly enforced.

The project site is located in County-owned Lake View Hill Park. The western-most portion of the property is home to Dane County Human Services. Other buildings in the complex are used by County Building and Maintenance and other County staff. There are two interconnected access drives to the site, one off Lake View Avenue and another off Northport Drive. County staff uses both drives to access and move through the site, park vehicles and walk between parking areas and buildings. There is significant vehicular and pedestrian movement throughout the larger site area throughout the day.

Use only the Lake View Avenue access drive to reach the work site. Do not block vehicle or pedestrian access through the complex. Do not park equipment or stage in any area except the northwestern corner of the upper parking lot immediately adjacent to the Reservoir site. Do not store materials on any pavement surfaces. Keep all pavement surfaces clean, especially the porous pavement surface on the north end of the upper parking lot. Protect any temporary earth, soil or spoils piles from erosion by encircling with silt fence.

**A pre-construction meeting will be required prior to the start of construction.**

## **SECTION 105.13 ORDER OF COMPLETION**

Prior to beginning construction operations, submit to the City a detailed construction schedule showing the sequence and anticipated dates of all major construction operations, conforming to the requirements as provided in Section 109.2, Prosecution of the Work.

## **SECTION 109.2 PROSECUTION OF THE WORK**

Work shall not commence until a written notice to proceed is issued by the Engineer. **All grading, seeding, planting and site restoration shall be completed by May 31, 2017.**

Watering, maintenance, care and plant replacement shall occur as needed to comply with the contract terms.

**Substantial Completion shall be issued at the end of the 2018 growing season on December 1, 2018.**

**BID ITEM 20109            FINISH GRADING**

This bid item shall be performed per Section 201.2(d) of the City of Madison Standard Specifications. This item does not include the excavation of rain gardens areas; excavation and finish grading of rain garden is included under Bid Item 21110. This item does include re-establishment of skating pond berm per plan and all other site finish grading as shown in the plans.

Staking of the skating pond berm restoration locations will be performed by Madison Water Utility.

**BID ITEM 20221            TOPSOIL**

Description

Work under this item shall be as be as described in City of Madison Standard Specifications Article 202 except as detailed in the plans and these special provisions.

Materials

Material shall consist of imported topsoil per Article 202.2(f).

Construction

Prior to all planting, the contractor shall amend the soil in Woodland Edge Seed Mix seeding limits (typical) as shown in the plan set. Provide four inches of topsoil throughout the Woodland Edge seeding area and incorporate into the exiting soil by roto-tilling. After the four inch layer of topsoil is tilled into the ground, add an additional two inches of topsoil and distribute evenly on top of the newly tilled ground prior to seeding.

All other construction shall comply with Article 202.3(a).

Method of Measurement

Per Article 202.

Basis of Payment

Per Article 202 including all equipment, tools, labor and incidentals necessary to complete the additional amendment work as specified in these special provisions.

**BID ITEM 20701            TERRACE SEEDING**

Description

Work under this item shall be as be as described in City of Madison Standard Specifications Article 207 except as detailed in the plans and these special provisions.

Materials

Provide Sun Terrace Mix per Article 207.2(a). Provide all other materials per Article 207.

Construction

Notify the Project Manager, in writing, of soil conditions or other obstructions considered to be detrimental to grass growth. Describe such conditions and make suggestions for correcting them. Assure proper water drainage. Use equipment and methods that are able to access the proposed seeding locations without damage to other site elements including trees. Do not cross on to private property to seed.

All other construction shall comply with Article 207

Method of Measurement

Per Article 207 measured by square yard.

Basis of Payment

Per Article 207.

## **SECTION 209: TREES, SHRUBS, PERENNIALS AND GRASSES**

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

### **209.4(a) General**

Call Digger's Hotline to verify locations of all underground utilities before any planting begins. Complete all planting in this contract in May 2017.

### **209.6(b) Care**

Care and maintenance of plants during the first growing season after installation in 2017 shall be incidental to cost of BID ITEMS 90001-90004. Landscape care and maintenance for the second growing season shall be paid separately under BID ITEM 90006. The first year growing season is defined as the time in 2017 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2018 from when frost is out of the ground, until the ground is frozen.

The Contractor shall properly care for all plants while the payment and performance bond remains in effect. Proper care of plants shall consist of watering, weeding, cultivating, spraying, and other work as may be necessary to keep the plants in a neat appearance and in a healthy growing condition. No additional compensation shall be given to Contractors for watering related to dry conditions, except as specified in Subsection 209.6(c). It shall be the Contractor's responsibility to thoroughly water and care for plants, especially during the ten (10) day period after initial planting. No additional compensation shall be given for watering during the first ten (10) days of initial planting, regardless of drought status. In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer at any time. Should conditions require such waterings, the Contractor shall water within three (3) days of notification. The volume of each watering and intervals between waterings shall depend upon weather conditions and soil moisture. Contractor shall monitor weather and soil condition of each planting. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced by the Contractor must be replaced immediately in accordance with Subsection 209.4(k).

### **209.6(c) Guarantee**

Plants shall be guaranteed for two growing seasons from the date of installation, until substantial completion is issued. Growing seasons are defined in Section 209.6(b) of these Special Provisions. At any time within the period of the guarantee, the Contractor shall replace any plant which, for any reason, has died or is in a dying condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired. Replacement shall include removal and repair of all affected work. The decision of the Engineer as to the necessity of replacing any plants shall be conclusive and binding on the Contractor. No more than two (2) replacements per plant shall be required.

Recognizing that installation of forbs and grasses typically involves a lower survivability, the Contractor shall be responsible for ensuring that approximately 75% of the total number of installed forbs and grasses are flourishing by the end of the 2017 growing season.

## **BID ITEM 21110 TERRACE RAIN GARDEN**

### **Description**

Work under this item shall be as be as described in City of Madison Standard Specifications Article 211 except as detailed in the plans and these special provisions.

The Contractor shall review the plans and requirements below. The size and construction of each rain garden is specified as the means of meeting permitted stormwater requirements. This bid item does not include planting of the rain garden system. Rain garden planting will be completed under a separate bid item.

### Materials

Landscape Fabric:

Landscape fabric shall be Type HR, and otherwise meet the requirements of Article 211.

All other materials shall comply with Article 211.

### Construction

Excavation, Fill, Grading:

Construction shall include all excavation, removal and disposal offsite, at a location provided by the Contractor, of existing material to the bottom of rain garden system shown on the detail drawings in the plan set. **Note the requirement to remove all existing clay and excavate rain gardens down to the sandy subgrade.**

Standard excavation shall be executed such that the rain garden can be constructed per the detail in the plan set. Engineered soil, and filter fabric-encased clear stone as required, shall be installed in the area defined by a vertical line down from the outermost grading contour, per the detail in the plan set and NOT the bottom of rain garden contour. The depth of filter fabric-encased clear stone shall be determined by the field conditions and the requirement to removed all exiting clay and excavate rain gardens down to the sandy subsurface. See site soil borings at the end of these special provisions to determine potential required clear stone depths.

Construct the spillways as shown in the plan set. No curb cut is required.

All other construction shall comply with Article 211.

### Method of Measurement

Per Article 211

### Basis of Payment

Per Article 211. Rain garden planting will be completed under a separate bid item.

## **BID ITEM 90001 TREES (PROVIDE, INSTALL AND MAINTAIN)**

### Description

Work under this item shall be as be as described in City of Madison Standard Specifications Article 209 per Standard Detail Drawing 2.01 except as detailed in the plans and these special provisions.

### Materials

Provide 3 inch caliper, ball & burlap (B&B) trees per the planting schedule in the plan set and in accordance with Article 209.2(b).

Provide shredded bark mulch in accordance with Article 207.2(c) of the Standard Specifications and Standard Detail Drawing 2.01. The provision of shredded bark mulch is incidental to this bid item.

Provide all other materials per Article 209.

### Construction

Notify the Project Manager, in writing, of soil conditions or other obstructions considered to be detrimental to tree growth. Describe such conditions and make suggestions for correcting them. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Project Manager shall designate alternate planting locations. Assure proper water drainage. Use equipment and methods that are able to access the proposed planting locations without damage to other site elements including trees. Do not cross on to private property to plant trees.

The tree locations shall be staked by Madison Water Utility prior to planting.

Note: The root collar is the area where the roots join the trunk. With nursery grown B&B trees the root collar is rarely visible, often being several inches below the surface of the soil ball. This depth can be determined by checking the depth in the nursery before the trees are harvested; or by using a wire and gently probing the ball to find the major roots; or by estimating, knowing that the roots will likely be about 4" below the swelling at the base of the trunk.

Remove all materials (ropes, strings, wire baskets, burlap, and other wrappings) the soil ball.

The planting hole shall be at least 3 times the diameter of the root ball. Excavated planting holes pose an immediate and considerable hazard to pedestrians or vehicles and shall be adequately barricaded with appropriate warning devices when work is not in progress.

Thoroughly water all trees immediately after planting.

All other construction and plant stock handling shall comply with Article 209. Perform 2017 establishment requirements per Section 209 of these special provisions.

#### Method of Measurement

Per Article 209.

#### Basis of Payment

Per Article 209.

### **BID ITEM 90002            SHRUBS (PROVIDE, INSTALL AND MAINTAIN)**

#### Description

Work under this item shall be as be as described in City of Madison Standard Specifications Article 209 and per Standard Detail Drawing 2.04 except as detailed in the plans and these special provisions.

#### Materials

Provide five-gallon container shrubs per the planting schedule in the plan set and in accordance with Article 209.2(b).

Provide shredded bark mulch in accordance with Article 207.2(c) of the Standard Specifications and Standard Detail Drawing 2.04. The provision of shredded bark mulch is incidental to this bid item.

Provide all other materials per Article 209.

#### Construction

The planting hole shall be at least 3 times the diameter of the root ball. Excavated planting holes pose an immediate and considerable hazard to pedestrians or vehicles and shall be adequately barricaded with appropriate warning devices when work is not in progress.

Notify the Project Manager, in writing, of soil conditions or other obstructions considered to be detrimental to shrub growth. Describe such conditions and make suggestions for correcting them. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Project Manager shall designate alternate planting locations. Assure proper water drainage. Use equipment and methods that are able to access the proposed planting locations without damage to other site elements including trees. Do not cross on to private property to plant shrubs.

Shrub locations shall be staked by Madison Water Utility prior to planting.

Thoroughly water all shrubs immediately after planting.

All other construction and plant stock handling shall comply with Article 209. Perform 2017 establishment requirements per Section 209 of these special provisions.

Method of Measurement

Per Article 209.

Basis of Payment

Per Article 209.

**BID ITEM 90003 RAIN GARDEN 2-IN PLUGS (PROVIDE, INSTALL AND MAINTAIN)**

Description

Work under this item shall be as be as described in City of Madison Standard Specifications Article 209 except as detailed in the plans and these special provisions.

Materials

All plants shall be from 2 ½"D x 2 ½"W x 4"H containers as specified in the Planting Schedule and otherwise conform to Article 209.2

Mulch shall be clean straw or marsh hay that is well-seasoned, and free of rot, mildew and seeds of noxious weeds. The provision of mulch is incidental to this bid item.

Construction

Install plant plugs one foot on center. Plants shall be installed so that the top (crowns) stems are set at grade. Mulch shall be applied around the immediate area around the plug to a depth between two and three inches. Installation of mulch is incidental to this bid item. Thoroughly water all rain garden plants immediately after planting.

2017 Establishment Requirements

The Contractor shall properly care for all rain garden plants installed as part of this contract. Proper care of plants shall consist of watering, weeding, pruning, re-mulching and other work as may be necessary to keep the plants in a neat appearance and in a healthy growing condition.

All rain gardens shall be inspected and kept weed free by hand weeding on a monthly schedule. Herbicides shall not be used in rain gardens. Excessive sediment shall be reported to the Project Manager.

It shall be the Contractor's responsibility to thoroughly water and care for plants, especially during the ten (10) day period after initial planting. No additional compensation shall be given for watering during the first ten (10) days of initial planting, regardless of drought status. Watering shall be in accordance with 207.3(e) of the Standard Specifications.

All dead or diseased rain garden plant material shall be replaced within one month of inspection in 2017. Perform all other 2017 establishment requirements per Section 209 of these special provisions.

Method of Measurement

Rain garden 2-inch plugs shall be measured by each plant plug provided and installed as described in the field.

Basis of Payment

This Bid Item shall be paid for at the contract price which shall be full compensation for all work laid out in the description. This Bid Item shall include all labor, work, equipment, and incidentals required to transport equipment, personnel, and materials to the sites.

**BID ITEM 90004            WOODLAND EDGE SEED MIX (PROVIDE, INSTALL AND MAINTAIN)**

Description

Work under this item shall be as be as described in City of Madison Standard Specifications Article 207 except as detailed in the plans and these special provisions.

Materials

Provide Woodland Edge seed mix from Prairie Nursery. Provide all other materials per Article 207.

Construction

Note the requirement to amend the soil to be seeded with Woodland Edge seed mix per these special provisions before seeding is performed. See Bid Item #20221.

The Contractor shall notify the Project Manager, in writing, of soil conditions or other obstructions the Contractor considers detrimental to grass growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured.

Apply Woodland Edge seed mix at a rate of 10 lbs per acre. Additionally, apply a cover crop consisting of seed oats and winter wheat per Article 207.3(b).

Thoroughly water the entire newly seeded area immediately after planting. Watering shall be in accordance with 207.3(e) of the Standard Specifications.

2017 Establishment Requirements

Use a flail mower to mow the entire Woodland Edge seed mix planting area when the height of the tallest plants reaches 12 inches. Mow to a height of six inches. Expect to mow approximately once per month during the growing season. Do not let weeds set seed before mowing.

Perform all other 2017 establishment requirements per Section 209 of these special provisions.

Method of Measurement

Woodland Edge Seed mix shall be measured by Square Yard of seed provided and installed in the field.

Basis of Payment

This Bid Item shall be paid for at the contract price which shall be full compensation for all work laid out in the description. This Bid Item shall include all labor, work, equipment, and incidentals required to transport equipment, personnel, and materials to the site.

**BID ITEM 90005            2017 DROUGHT WATERING**

Description

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering to all trees, shrubs, perennials, and grasses installed as part of this contract for the 2017 growing season. Work shall be in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction.

Method of Measurement

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

Basis of Payment

Drought Watering shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must

submit proof of watering for each watering. This proof must include photos of the watering with the date and time that each watering occurred.

## **BID ITEM 90006            2018 LANDSCAPE MAINTENANCE**

### Description

This bid item shall be performed in accordance with Article 209 of the City of Madison Standard Specifications. All seeded areas and plantings installed as part of this contract shall be appropriately maintained in healthy growing conditions to ensure survival throughout the second (2018) growing season. The Contractor shall have adequate experience and knowledge in the care of perennials, grasses, trees and shrubs.

A monthly inspection of all areas shall be completed by the Contractor's licensed landscape architect or trained horticulturist during the 2018 growing season. Assess maintenance requirements and identify problems which may have developed since the last inspection. Notify the Project Manager 48 hours prior to inspection.

This work performing all necessary work such as mowing, weeding, watering, renewal pruning, the removal and placement of new mulch, support staking, fertilizing, dead-heading, shovel edging, rodent protection, disposing of surplus waste materials, and such work necessary or incidental thereto to complete the item in accordance with the plans, specifications, and contract.

### Watering of Plant Material

All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition regardless of drought condition. 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. Drought watering during the 2018 growing season shall be incidental to this bid item.

### Pruning

All plant material shall be inspected to determine need for pruning. Pruning shall be completed once each year in accordance with these specifications. All pruning shall be done at the appropriate time for each species. Pruning includes perennials, shrubs, and planted trees. All plant material shall be pruned in order to stimulate tight, natural growth. Remove dead and broken branches, sucker growth and bad crotches. Pruning should develop the natural form of each individual plant. Shrubs shall be pruned ONLY with a hand pruner to assure conserving their natural form. In general, tools to be used should conform to accepted horticultural practices.

When/where specified or directed by the Project Manager, for all B&B or CG plant stock, pruning shall consist of removing only dead, damaged, or broken branching. Pruning shall be done so that the plant retains its natural form and leaving the central leader intact. Except when heading back, all pruning cuts shall be made at the branch bark ridge and branch collar leaving both branch features intact without leaving stubs or damaging adjacent trunk or branch tissue. When heading back or reducing a branch back to another lateral branch, all pruning cuts shall be made by bisecting the angle between the branch bark ridge and an imaginary line which is perpendicular to the branch being removed. The branch bark ridge must be left intact without leaving a stub and without damaging adjacent branch tissue. All pruning cuts shall comply with the ANSI A300 current edition, see Part VIII, Standard Plates 2.04 and 2.05 for Proper Pruning Cut. Pruning of perennials shall consist of removing the previous year's growth without damaging the new emerging growth and taking down finished perennials as required. All cuts shall be clean and debris removed from the site immediately.

### Woodland Edge Seed Mix Seeding

In early to mid-spring of 2018 use a flail mower to mow the standing vegetation as close to the ground as possible. Rake off and dispose of cuttings off site. Time the mowing per Prairie Nursery's second-year seed mix establishment guidelines.



Perform a second mowing in June 2018 or when weeds are approximately 10 to 12 inches tall, in full flower and before they make seed. Use a flail mower to mow the entire Woodland Edge seed mix planting area down to a height of six inches. Time the mowing per Prairie Nursery's second-year seed mix establishment guidelines.

#### Rain Garden Plantings

All rain gardens shall be inspected and kept weed free by hand weeding on a monthly schedule. Herbicides shall not be used in rain gardens. Excessive sediment shall be reported to the Project Manager. All dead or diseased rain garden plant material shall be replaced in 2018.

#### Pest and Disease Control

All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the Project Manager to determine course of action. The remediation work shall be done on a time & material basis upon approval of the Project Manager. There will be no pesticide usage unless approved by the Project Manager.

#### Disposal

Excess material such as mulch, plant, or organic debris as a result of landscape maintenance shall be removed from the site immediately. Excess material shall be disposed offsite at a location to be determined and provided by the Contractor at no extra cost.

#### Materials

Furnish all necessary materials to perform the work as described.

#### Method of Measurement

Landscape Maintenance shall be measured by lump sum to maintain the landscape plantings during the second growing season. Mobilization for the 2018 growing season is incidental to this bid item.

#### Basis of Payment

Landscape 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. 2018 Landscape Maintenance shall be paid on a quarterly basis during the second growing season. The Contractor shall submit documentation showing proof of inspection with each payment request.

### **BID ITEM 90007 RESTORE WOOD CHIP TRAIL**

#### Description

Work under this item shall include all work (including but not limited to excavation, removal and disposal of existing material, provision and placement of specified material), all materials, equipment, labor and incidentals required to reconstruct the 6-foot wide wood chip trail meeting the size, location and specifications contained in this document and in the plan set.

#### Materials

The provisions of all materials necessary for the complete construction of the wood chip trail shall be included in the bid price.

Wood Chips: Wood chips shall consist of non-cedar wood chips free of all objectionable foreign material including rocks, sawdust, dirt, twigs and excessive bark. Sources of chips shall be free of weeds and invasive plant parts or seeds. Wood chips shall be 2-inch to 3-inch in length with a thickness not greater than 3/8-inch. Wood chips shall be uniform in overall appearance, color, quality, and size and are subject to approval by the Engineer.

Landscape Fabric: Landscape fabric shall consist of a 3 oz minimum, non-woven, permeable geo-textile.

### Construction

Prepare a level pathway along the length of the existing trail as identified in the plans. Remove and dispose of any surface vegetation and soil to a depth of 2-inches.

Install landscape fabric under the trail pathway per manufacturer's specifications. Landscape fabric shall not be visible under wood chips; all loose ends shall be cut off, tucked under, or otherwise covered with wood chips. Landscape fabric shall be in direct contact with soil.

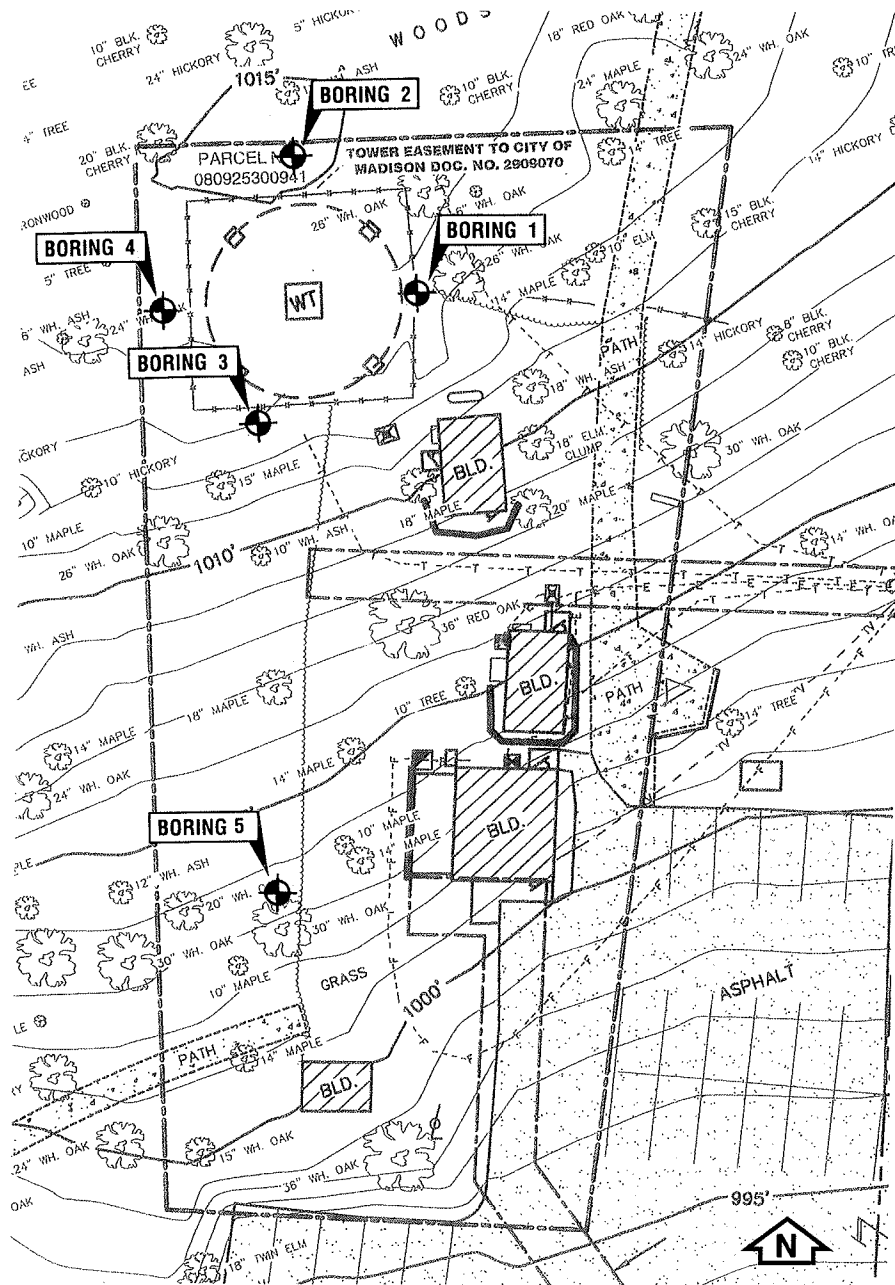
Lay the chips to form a 6-foot wide trail and tamp to a depth of 3-inches. Backfill the trail edges as needed to create a neat line.

### Method of Measurement

Restore Wood Chip Trail shall be measured by length, in feet, to the nearest half foot along the trail centerline of completed wood chip trail.

### Basis of Payment

Restore Wood Chip Trail shall be paid at the contract bid price which shall be full compensation for all work, equipment, materials and incidentals necessary to install the wood chip trail as described above.



**Legend**

● Denotes Recent Boring Location and Number

Scale: Reduced

**Notes**

1. Soil borings performed by Badger State Drilling in April, 2014
2. Base map provided by SEH.
3. Boring locations are approximate.

Job No.  
C14091

Date:  
5/15/14

CGC, Inc.

**SOIL BORING LOCATION MAP**  
**Lakeview Water Tower Replacement**  
 1202 Northport Drive  
 Madison, Wisconsin



# LOG OF TEST BORING

Project   Lakeview Water Tower Replacement    
 Location   Madison, WI  

Boring No.   1    
 Surface Elevation (ft)   1013.5    
 Job No.   C14091    
 Sheet   1   of   3  

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	0	M	6	5	Very Dense, Reddish Brown Fine to Coarse GRAVEL, Some Sand, Little Silt (SP-SM - Probable Weathered Dolomite Bedrock in Lower Zone)					
2	10	M	75							
3	0	M	50/2"							
Run 1	42	M		10	Pushed Rock Gray to Tan DOLOMITE BEDROCK with Vugs Run 1: 8.5 to 12 ft; 100% Recovery; 43% RQD					
Run 2	50	M		15	Run 2: 12 to 17 ft; 83% Recovery; 48% RQD					
Run 3	96	M		20	Highly Weathered/Fractured Near 16.5 ft Run 3: 17 to 25 ft, 100% Recovery; 55% RQD					
Run 4	120	M		25	Highly Weathered/Fractured Near 24 ft Blue to Gray Shale/Clay Seams (<1/4 in.) Near 25 ft Run 4: 25 to 35 ft; 100% Recovery; 61% RQD Becomes Tan in Color Near 28 ft, Less Vuggy					
Run 5	81	M		35	Run 5: 35 to 42 ft; 96% Recovery; 68% RQD					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	Upon Completion of Drilling	<input type="checkbox"/>		Start	4/16/14	End	4/16/14	
Time After Drilling					Driller	BSD	Chief	AP	Rig CME-750
Depth to Water				▼	Logger	KD	Editor	AJB	
Depth to Cave in					Drill Method	4 1/4" HSA: 0-8';			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.					Autohammer; RC (NX): 8-100'				



# LOG OF TEST BORING

Project Lakeview Water Tower Replacement  
 Location Madison, WI

Boring No. 1  
 Surface Elevation 1013.5  
 Job No. C14091  
 Sheet 2 of 3

2921 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
Run 6	120	M		45	Run 6: 42 to 52 ft; 100% Recovery; 91% RQD Becomes Gray Near 42 ft					
				50						
Run 7	115	M		55	Run 7: 52 to 62 ft; 96% Recovery; 73% RQD Vuggy (1/8 to 3/4-in.)					
				60						
Run 8	116	M		65	Run 8: 62 t 72 ft; 97% Recovery; 59% RQD Highly Weathered/Fractured Near 64 to 65 ft					
				70						
Run 9	34	M		75	Blue to Gray Shale/Clay Seams (<1/4 in.) Near 71 ft Run 9: 72 to 75 ft; 94% Recovery; 75% RQD					
Run 10	110	M		80						
				85	Highly Weathered Near 81 ft Vuggy 81 to 88 ft Run 11: 85 to 87 ft; 46% Recovery; 21% RQD					
Run 12	102	M		90						
				95	Run 12: 87 to 95.5 ft; 100% Recovery; 85% RQD					



# LOG OF TEST BORING

Project   Lakeview Water Tower Replacement  

Location   Madison, WI  

Boring No.   1  

Surface Elevation   1013.5  

Job No.   C14091  

Sheet   3   of   3  

2921 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE							VISUAL CLASSIFICATION and Remarks					SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N			Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI			
					90	[Symbol]	Run 12: 87 to 95.5 ft; 100% Recovery; 85% RQD Grades Sandy Near 91 ft Blue to Gray Clayey Seam (<1/4-in.) Near 92 ft									
Run 13		0	M		95	[Symbol]	Fine to Medium Grained SANDSTONE Run 13: 95.5 to 100 ft; 0% Recovery; 0% RQD									
					100		End of Core at 100 ft									
					105		Borehole backfilled with grout and bentonite chips									
					110											
					115											
					120											
					125											
					130											
					135											



# LOG OF TEST BORING

Project Lakeview Water Tower Replacement  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) 1015.2  
 Job No. C14091  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE RE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
1		6	M	6	5	5 in. TOPSOIL Very Stiff, Brown Lean CLAY, Trace Sand (CL)	(2.75-3.5)				
2		10	M	12	5	Medium Dense, Brown Fine to Medium Sand, Some Silt, Little Gravel (SM)					
3		11	M	11	5						
Run 1		8	M		10	Gray to Tan DOLOMITE BEDROCK with Vugs (1/8 to 1/4 in.)					
Run 2		30	M		15	Run 1: 8.5 to 11.5 ft; 22% Recovery; 0% RQD Run 2: 11.5 to 14 ft; 100% Recovery; 40% RQD Weathered Near 12 ft					
Run 3		78	M		15	Run 3: 14 to 22 ft; 81% Recovery; 25% RQD					
Run 4		67	M		20	Weathered Near 21 ft					
Run 4		67	M		25	Becomes Less Vuggy with Depth Run 4: 22 to 30 ft; 70% Recovery; 15% RQD					
					30	End of Core at 30 ft					
					35	Borehole backfilled with grout and bentonite chips					
					40						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 4/20/14 End 4/20/14  
 Driller BSD Chief AP Rig CME-750  
 Logger KD Editor AJB  
 Drill Method 4 1/4" HSA: 0-8.5';  
Autohammer; RC (NX): 8.5-30'

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



# LOG OF TEST BORING

Project Lakeview Water Tower Replacement

Location Madison, WI

Boring No. 3

Surface Elevation (ft) 1013.0

Job No. C14091

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	6	M	7	0-4	4 in. TOPSOIL Stiff to Very Stiff, Brown Lean CLAY, Trace to Little Sand (CL)	(1.75-2.5)				
2	8	M	8	4-8	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt, Little to Some Gravel (SM)					
3	14	M	16	8-14						
4	8	M/W	21	14-22	Light Brown to Gray DOLOMITE BEDROCK, Scattered Vugs (<1/8 in.)  Run 1: 11 to 16 ft; 40% Recovery; 0% RQD Run 2: 16 to 19 ft; 89% Recovery; 22% RQD Run 3: 19 to 22 ft; 74% Recovery; 26% RQD Run 4: 22 to 30 ft; 100% Recovery; 46% RQD					
Run 1	24	M		11-16						
Run 2	32	M		16-19						
Run 3	26	M		19-22						
Run 4	96	M		22-30						
				29	Weathered Near 29 ft					
				30	End of Core at 30 ft					
				35	Borehole backfilled with grout and bentonite chips					
				40						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> _____ Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>4/23/14</u> End <u>4/23/14</u> Driller <u>BSD</u> Chief <u>AP</u> Rig <u>CME-750</u> Logger <u>KD</u> Editor <u>AJB</u> Drill Method <u>4 1/4" HSA: 0-11';</u> <u>Autohammer; RC (NX): 11-30'</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	





# LOG OF TEST BORING

Project Lakeview Water Tower Replacement

Location Madison, WI

Boring No. 4

Surface Elevation (ft) 1014.2

Job No. C14091

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	6	M	6	0-4	4 in. TOPSOIL Very Stiff, Brown Lean CLAY, Trace Sand (CL)	(2.5)				
2	8	M	17	4-17	Medium Dense to Very Dense, Brown Fine to Medium Sand, Some Silt, Little Gravel (SM)					
Run 1	83	M		17-6.5	Gray to Light Brown DOLOMITE BEDROCK with Vugs (1/8-in.)  Run 1: 6.5 to 15.5 ft; 77% Recovery; 12% RQD					
Run 2	67	M		15-22	Run 2: 15.5 to 22 ft; 86% Recovery; 50% RQD					
Run 3	50	M		22-27	Run 3: 22 to 27 ft; 84% Recovery; 36% RQD  Less Vuggy Below 25 ft					
Run 4	34	M		27-30	Run 4: 27 to 30 ft; 96% Recovery; 64% RQD					
				30-30	End of Core at 30 ft  Borehole backfilled with grout and bentonite chips					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> _____ Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>4/22/14</u> End <u>4/22/14</u> Driller <u>BSD</u> Chief <u>AP</u> Rig <u>CME-750</u> Logger <u>KD</u> Editor <u>AJB</u> Drill Method <u>4 1/4" HSA: 0-6.5';</u> <u>Autohammer; RC (NX): 6.5-30'</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Lakeview Water Tower Replacement

Location Madison, WI

Boring No. 5

Surface Elevation (ft) 1003.5

Job No. C14091

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	6	M	7	0-4	4 in. TOPSOIL Stiff to Very Stiff, Brown Lean CLAY, Trace Sand and Organics (CL)	(1.75-2.75)				
2	14	M	25	4-5	Medium Dense, Brown Fine to Coarse Sand, Some Gravel, Trace to Little Silt (SP/SP-SM)					
3	14	M	56	5-10	Very Dense, Light Brown to Tan, SAND AND GRAVEL, Little Silt, (SP-SM - Probable Weathered Dolomite Bedrock)					
4	14	M	64	10	End Boring at 10 ft  Borehole backfilled with bentonite chips					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 4/23/14 End 4/23/14  
 Driller BSD Chief AP Rig CME-750  
 Logger KD Editor AJB  
 Drill Method 2 1/4" HSA: Autohammer

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

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**LAKEVIEW RESERVOIR LANDSCAPING  
CONTRACT NO. 7880**

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 - 2016 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. \_\_\_\_\_ through \_\_\_\_\_ 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 \_\_\_\_\_ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_ a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires \_\_\_\_\_

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

## SECTION F: BEST VALUE CONTRACTING

### LAKEVIEW RESERVOIR LANDSCAPING CONTRACT NO. 7880

#### Best Value Contracting

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

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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 & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

## **SECTION G: BID BOND**

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

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

### **LAKEVIEW RESERVOIR LANDSCAPING CONTRACT NO. 7880**

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

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

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

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

Seal      PRINCIPAL

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

Seal      SURETY

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

**NOTE TO SURETY & PRINCIPAL**

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

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

## Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p>

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

\_\_\_\_\_  
Date



## SECTION H: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Seventeen between \_\_\_\_\_ hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

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

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

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

### LAKEVIEW RESERVOIR LANDSCAPING CONTRACT NO. 7880

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

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), 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.

**LAKEVIEW RESERVOIR LANDSCAPING  
CONTRACT NO. 7880**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

	Company Name
Witness	Date
Witness	Date

	President
Witness	Date
Witness	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director	City Attorney
Signed this _____ day of _____, 20_____	
Witness	Date
Witness	Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
as \_\_\_\_\_ principal, \_\_\_\_\_ and

Company of \_\_\_\_\_ as surety, are held and firmly bound unto the City of  
Madison, Wisconsin, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) 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:

**LAKEVIEW RESERVOIR LANDSCAPING  
CONTRACT NO. 7880**

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Company Name (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President Seal

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Surety Seal

Salary Employee       Commission

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Attorney-in-Fact

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature