

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

**2014**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**LANDSCAPE RESTORATION -2014**

**CONTRACT NO. 7275**

**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>

**LANDSCAPE RESTORATION -2014  
CONTRACT NO. 7275**

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This Proposal, and Agreement have  
been prepared by:

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

A handwritten signature in black ink, appearing to read "Robert Phillips", written over a horizontal line.

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

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	LANDSCAPE RESTORATION -2014
CONTRACT NO.:	7275
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	4/4/2014
BID SUBMISSION (1:00 P.M.)	4/11/2014
BID OPEN (1:30 P.M.)	4/11/2014
PUBLISHED IN WSJ	3/28/2014 & 4/4/2014

PREQUALIFICATION APPLICATION: Forms are available at the same location or 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.

SEALED BIDS TO BE SUBMITTED by hand to Room 115, City County Building., Madison, WI 53703 or online at [www.bidexpress.com](http://www.bidexpress.com) by 1pm on April 11, 2014.

THE BID OPENING is in Room 115, City County Building, Madison, WI 53703.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2014 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.

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

#### 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.

#### PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

**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  
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/Install  
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**

SBE NOT APPLICABLE

## **SECTION D: SPECIAL PROVISIONS**

### **LANDSCAPE RESTORATION -2014 CONTRACT NO. 7275**

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.

#### **ARTICLE 102.10: PREVAILING WAGE**

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

☒ Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- ☐ Building and Heavy Construction
- ☐ Sewer, Water, and Tunnel Construction
- ☐ Local Street and Miscellaneous Paving Operations
- ☐ Residential and Agricultural Construction

#### **ARTICLE 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 \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104.1 SCOPE OF WORK**

The Contractor shall perform work as directed by the Engineer at various sites throughout the City of Madison. Except as noted herein, the worksite locations are unknown. As worksites are identified, repair work will be initiated through this contract using items from the menu of bid items.

Construction access locations shall be determined by the Engineer prior to mobilization for the site. If a stone entrance is deemed necessary by the Engineer, it shall be paid for under the item, "Clear Stone Berm for Erosion Control".

All work shall be per the Plan Set, Standard Specifications for Public Works Construction, City of Madison Department of Public Works and these Special Provisions.

#### **LOCATIONS AND PROJECT DESCRIPTIONS FOR KNOWN PROJECTS**

**The contractor shall view all sites prior to bidding to become familiar with existing conditions.**

1) Hickory Hollow Drive is a cul-de-sac located on Madison's west side off of University Ave. Landscape restoration is required as a result of previous site work. Repair includes, but is not limited to, seeding and



matting of areas with exposed soil (See Image 1 below). Contact person for this project is Rose Sage of Sage Management Services, LLC. (608) 224-0027

Image 1



2) Indian Springs Park is located off of the south end of Rimrock Rd adjacent to Englehart Dr. There is a drainpipe outfall approximately 107 feet behind 452 Englehart leading into a ditch with a small wooden bridge crossing over (See Image 2 below). This approximately 180 foot ditch requires slope stabilization with permanent Class III Type C turf reinforcement and will be re-vegetated with native plant species. At the end of the ditch, two 35 foot long elliptical culvert pipes will be installed to replace the bridge. These pipes will lead to a plunge pool. All disturbed areas outside of the channel will be protected with Class I Type B Erosion Control Matting. The Contractor will likely need to create access path for triaxle truck and backhoe which will be needed for this project. Trees shall only be removed with permission from City Engineering.

Image 2



3) Mira Loma Greenway is located between Buckeye Rd and Orlando Bell Park. Two sections of this greenway require erosion control repair and bank stabilization (**See Mira Loma Greenway Images 1-4 below**). This project requires a construction entrance through the sidewalk access shown in Mira Loma Greenway Image 1. The sidewalk needs to be protected and any damage from equipment will need to be repaired. Trees will need to be cleared for bobcat/truck access to the greenway and will be marked by Engineering. A ramp will need to be built at the two repair locations in order to get materials such as rip rap and filter fabric into the greenway.

Mira Loma Greenway Image 1





Mira Loma Greenway Image 2





Mira Loma Greenway Image 3





Mira Loma Greenway Image 4



**\*\*\*\*Other locations are to be determined and will be bid under general items. Locations will be in Madison City limits.\*\*\*\***

**ARTICLE 104.6      DECREASED OR DELETED ITEMS**

The quantities for this contract have been estimated for the purpose of bidding. No revisions in the unit price bid shall be made in the event these items are increased, decreased, or deleted. Contractor shall bid a price suitable to be used at increased and decreased quantities and at multiple locations around the city.

The quantity of any item may be decreased in excess of (fifteen) 15 percent of the original contract quantity. Such decrease shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

**ARTICLE 105.12:      COOPERATION OF THE CONTRACTOR**

It shall be the Contractor's responsibility to determine if any other work by others will be undertaken in approximately the same time frame and the same area as each individual project location. In the event of conflicts, changes in scheduling of the work by others and/or changes in the construction timetable shall be the Contractor's responsibility and shall be discussed with the Engineer.

**ARTICLE 107.2:            PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS**

The Contractor shall use every reasonable precaution to prevent the damage or destruction of property such as poles, trees, shrubbery, crops and fences adjacent to or interfering with the work; all overhead structures such as wires, cables, etc.; within or outside of the right-of-way. The Contractor shall take all reasonable and proper precautions to protect persons, animals and vehicles of the public from injury and wherever necessary shall erect and maintain a fence or railing around any excavation.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in the manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and shall restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or replacing it as may be directed. If the Contractor fails to do so, the Engineer may, after the expiration of a period of forty-eight (48) hours after giving notice to the Contractor in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under the contract.

The Contractor shall be responsible for all costs for the repair of underground pipes, wires, or conduits damaged by the Contractor's employees or subcontractors during the construction of the project. The Contractor shall not grade, excavate, store material or equipment, or otherwise disturb the area in the vicinity of any tree located in the terrace without prior permission from the Engineer or City Forester. All work done in the vicinity of any tree located in the terrace shall be completed in accordance with section Article 107.13 Tree Protection Specification. **No ropes, cables, or guys shall be fastened to or attached to any tree for anchorage.**

**ARTICLE 107.13:            TREE PROTECTION SPECIFICATIONS**

During construction, should any trees be inadvertently damaged or require limb removal to facilitate the removal of other trees, the Contractor shall be responsible for appropriately pruning said trees. Pruning shall be in accordance with the Standard Specifications for Public Works Construction.

**No equipment shall be parked, or material stockpiled within the drip-line of trees that are marked for saving.**

**ARTICLE 109.2:            PROSECUTION OF THE WORK**

The Contractor shall begin work on this contract on or before **JUNE 2, 2014**. Work shall begin only after the start work letter is received, and if the Contractor desires to begin work before the above mentioned date, he/she shall establish a mutually acceptable date with the Engineer.

The contracts shall be terminated on **NOVEMBER 11, 2014**, provided all projects have been satisfactorily completed, final inspections have been done, and no contract work is left outstanding.

The Contractor shall receive written notification for each project in this contract. This notification shall give the name, date and time of the preconstruction meeting, location of the work to be done, and the scope of the project work. Notification may be in the form of an e-mail. It shall be the Contractor's responsibility to contact the Engineer if the date and/or time of this meeting needs to be rescheduled.

**CONSTRUCTION ON A PARTICULAR PROJECT SHALL BEGIN WITHIN TEN (10) WORKING DAYS OF BEING NOTIFIED.** Contractor shall work on given project continuously until completed. Projects under this contract shall be completed in fifteen (15) working days. If more than 15 days are required, a maximum time must be established by mutual agreement between the Contractor and the Engineer at the pre-construction meeting.

Failure to start the project within ten (10) working days of notification or failure to complete the project in the mutually agreed upon length of time for the project, shall result in the assessment of liquidated damages in accordance with the Standard Specifications (section 109.10).

#### **BID ITEM 10911 -MOBILIZATION**

This item shall be per the Standard Specifications. Three (3) known projects shall be done during the execution of this contract and it is estimated an additional three (3) projects will become needed during the season.

#### **BID ITEM 20103- DITCHING**

Work under this item shall include excavation, grading, shaping, etc., to improve drainage. Ditching shall be paid by the trench foot as measured along the centerline of the ditch. Excess excavation cut shall normally be dispersed as fill on site if at all possible. If the site will not accommodate excess material the material shall be hauled off site at price which shall be included in this Bid Item. The average excavation required for this item shall not exceed 0.5 cubic yards per trench foot. The average ditch top width shall not exceed 15 feet. The unit price bid for ditching should not reflect restoration of the ditch area as restoration shall be paid for through other bid items within this contract. Ditch locations and configurations shall be determined by the Engineer.

#### **BID ITEM 20221- TOPSOIL**

This item shall be per the Standard Specifications. The unit bid price is per square yard based on a 4" thickness. This bid item does not include seeding/mulching or sod but does include preparation of the seedbed.

#### **BID ITEM 20401- CLEARING**

Only trees marked for removal by the Engineer shall be cleared. Any limb or branch removal requested for the convenience of construction must receive the Engineer's approval. Clearing shall include cutting at ground level and treating stump with an herbicide in order to prevent re-growth after the cutting. The herbicide shall be the least toxic required to prevent re-growth and herbicide shall be approved by Engineer prior to application. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicide type, amount, and date used shall be reported to the Engineer.

#### **BID ITEM 20403- GRUBBING**

Grubbing shall only be required as directed by the Engineer. The Contractor shall be responsible for offsite disposal of wood and chips. No revisions in the unit price bid shall be made in the event that this item is increased or decreased.

#### **BID ITEM 20801-SODDING**

##### **DESCRIPTION**

This work shall consist of preparing sod beds, furnishing, and installing sod in accordance with Article 208 of the City of Madison Standard Specifications for Public Works Construction. The Contractor is responsible for choosing a fescue sod that will be appropriate for the site conditions. The sod must consist primarily of fescue grasses that will blend in with the surrounding vegetation. **Kentucky bluegrass sod varieties will be rejected.**

The Contractor will be responsible for sodding all areas disturbed including areas damaged by construction activities unless otherwise directed by the Engineer.  
In the event that weather prohibits installation of sod, this bid item will not be paid and instead the Contractor will be paid for BID ITEM 20701- SEEDING (SUN OR SHADE MIX).

**Contractor to note - the City of Madison Engineering Division is to be called to inspect and approve the finish grade prior to seeding and mulching or sodding. The Engineer will be responsible for determining whether the Contractor shall install sod or seed.**

#### **METHOD OF MEASUREMENT**

Sodding shall be measured by the square yard

#### **BASIS OF PAYMENT**

Sodding will be paid for at the contract unit price per square yard of sodding in accordance with Section 208 which shall be payment in full for furnishing, handling, and storing,; for preparing the sod bed and; for furnishing, hauling and placing sod; for maintenance of the work and repair of all damaged areas, and for furnishing, all labor, tools, equipment and incidentals necessary to complete the work. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

#### **BID ITEM 21014 – CONSTRUCTION ENTRANCE**

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. Construction Entrances shall be located by the Construction Engineer and the Contractor based on site needs. The Contractor shall be aware that specifications call for a construction entrance to be 50' long, construction of an entrance not meeting this specification will result in no payment for this item not a partial payment

#### **BID ITEM 90030- HEAVY RIPRAP (GLACIAL STONE) IMPORT**

#### **DESCRIPTION**

This item shall include the provision and stockpiling on-site of natural glacial rock or field stone (non-sedimentary rock). The rock shall be durable stone hauled in from an off-site source. The stone shall be sound, hard, dense, resistant to the action of air and water, and free from seams, cracks, or other structural defects. The stone shall consist of varying sizes and weights. Any stone that has been cracked either by shipping, handling, or placing and does not meet the specified size range shall be removed from the project and replaced. The Engineer shall review and approve stone before Contractor brings it on-site. Stone shall be "hand picked" at the pit.

The stone to be placed at the toe of the slope shall have the following dimensions:

D50 (inches)	Min D (inches)	Max D (inches)
22	20	24

Placement of the stone shall be paid separately under Bid Item 90029.

Filter fabric shall be installed beneath the stone, and shall be paid under Bid Item 20234. A suitable foundation, as approved by the Construction Engineer, shall be provided to preclude settlement. Some chinking may be required to secure stability of the stones.



## **METHOD OF MEASUREMENT**

Heavy Riprap (Glacial Stone) Import will be measured by the ton of stone brought to the site and placed. The actual quantity is expected to vary. No change in the bid price shall be approved should this item be increased or decreased beyond the specifications in Section 104 in the Standard Specifications.

## **BASIS OF PAYMENT**

Heavy Riprap (Glacial Stone) Import shall be paid at the contract price for work as described and measured above, which shall be full compensation for all material, labor, tools, equipment and incidentals necessary to complete this item of work.

## **BID ITEM 90031 – DREDGE/CUT OFFSITE DISPOSAL**

Work under this item shall include excavation, removal, hauling and disposal of sediments removed from storm water treatment ponds. The disposal site shall be off site at an appropriate location provided by the Contractor. Sediments shall be removed to the finish grade determined in the field. It is expected that the sediments being removed shall be submerged and saturated with water. The Contractor shall take the necessary steps to ensure that the trucks used in hauling this material to the disposal site are watertight. Any spillage that occurs onto the public Right of Way shall be cleaned by the end of the day, included in this item. This type of excavation may require a large backhoe with a long reach.

Dredge/Cut shall be measured by the cubic yard in place with no adjustment for shrink or swell. The volume of dredge/cut shall be calculated based on discussion at the preconstruction meeting for each applicable project site.

## **BID ITEM 90032-UNCLASSIFIED FILL**

This item shall include providing and placement of fill material as directed by the Engineer. The material must be suitable for fill purposes and must be approved for use, in advance, by the Engineer. Payment shall be by the cubic yard in place, including necessary compaction.

## **BID ITEM 90033-SALVAGED EXISTING SOIL MATERIAL**

Work under this item is to include redistribution and/or fine grading of existing topsoil at a particular site. This redistribution shall include preparation of the seedbed. Incidental to this item shall be up to 6" of cut for site grading. Payment for this item shall be on a square yard basis as measured in the field. No revisions in the unit price bid shall be made in the event that this item is increased or decreased.

## **BID ITEM 90034- TURBIDITY BARRIER**

### **DESCRIPTION**

The Contractor shall provide turbidity barrier as directed by the Construction Engineer.

### **MATERIALS**

Turbidity Barrier shall conform to the WI DNR Conservation Practice Standard 1069 –Turbidity Barrier. DNR technical standards are available at: <http://dnr.wi.gov/runoff/stormwater/techstds.htm>

### **CONSTRUCTION METHOD**

Turbidity Barrier shall be installed and maintained conforming to WI DNR Conservation Practice Standard 1069-Turbidity Barrier. Remove silt curtain as soon as practicable following construction activities.

## **METHOD OF MEASUREMENT**

Turbidity Barrier shall be measured per linear foot for the amount of turbidity barrier necessary for the Contractor to complete the work.

## **BASIS OF PAYMENT**

Cost for Turbidity Barrier shall be paid for according to the contract unit price. Price shall include payment for providing the barrier and appurtenances and removal of the barrier and appurtenances including furnishing all labor, tools, equipment, and incidentals necessary to perform the work.

## **BID ITEM 90035 (CONSTRUCTION ENTRANCE INDIAN SPRINGS)**

### **DESCRIPTION**

This bid item shall include all work, equipments and materials necessary to protect the existing PVC sanitary pipe during construction of this channel. In the area of the proposed culverts, the depth of the sanitary pipe is between 4-5 feet below ground. Protection of the sanitary pipe shall be provided throughout the limits of the project.

Maintenance of the entrance, removal, restoration and/or repair of any disturbed or damaged area within the immediate limits shall be considered included with this construction entrance bid item.

The contractor is reminded that this item also includes a standard construction entrance to prevent tracking onto the public streets.

### **METHOD OF MEASUREMENT**

Construction entrance shall be measured by lump sum.

### **BASIS OF PAYMENT**

Construction entrance shall be paid for at the contract price which shall be full compensation for all work laid out in the description.

## **BIDITEM 90036 – EXCAVATION CUT/FILL (INDIAN SPRINGS)**

### **DESCRIPTION**

The work under this bid item shall be in accord with the Article 201 of the City of Madison Standard Specifications for the Public Works Construction 2014. The earthwork quantities for this job have been broken up into two types for clarification.

Excavation cut quantities for the channel and the plunge pool have been estimated as follows.

Excavation Cut for the channel = 60 CY  
Excavation Cut for the plunge pool = 32 CY  
Total Excavation Cut = 92 CY

Excavation fill for the paths over the culverts, the channel and general fill for other areas have been estimated as follows.

Excavation Fill for the channel = 8 CY

Excavation Fill for the path over the culverts = 40 CY  
Excavation Fill general as per plan = 44 CY  
Total Excavation Fill = 92 CY

Unless there are significant changes to the plan the quantity in the contract shall be the final amount for payment. No shrinkage factor has been applied to the earthwork quantities.

Suitable excavated materials shall be utilized on site for the channel grading; to build the path over the culvert pipes; as general fill over the existing channel branches and as fill over an area near a sanitary man hole as shown on the plan if material is available. A very small amount of unsuitable material may be hauled offsite to be disposed of at a location to be provided by the Contractor.

Work under this item shall also include grading, shaping and restoration to allow positive drainage of the channel. Normal depth of channel is estimated to be a minimum of 1.25' and maximum of 5.5' and taper to existing conditions. The channel cross section is expected to have a variable width of 5 to 10 feet with side slopes of 3:1.

Furthermore, preparation of the seed bed for restoration of all disturbed areas within the project limit that would need to be graded, seeded and matted is incidental to this bid item.

#### **METHOD OF MEASUREMENT**

Excavation Cut shall be measured by cubic yard as estimated on the proposal.

#### **BASIS OF PAYMENT**

Excavation Cut shall be paid for at the contract price which shall be full compensation for all work laid out in the description.

### **BID ITEM 90037 CONSTRUCTION/ SITE ENTRANCE (MIRA LOMA)**

#### **DESCRIPTION**

This bid item shall include all work, equipments and materials necessary to protect the existing sidewalk easement during construction of this channel and at greenway repair locations within the channel

Maintenance of the entrance, removal, restoration and/or repair of any disturbed or damaged area within the immediate limits shall be considered included with this construction entrance bid item.

The contractor is reminded that this item also includes a standard construction entrance to prevent tracking onto the public streets and access to both Mira Loma Greenway repair site locations

#### **METHOD OF MEASUREMENT**

Construction entrance shall be measured by lump sum.

#### **BASIS OF PAYMENT**

Construction/ Site entrance shall be paid for at the contract price which shall be full compensation for all work laid out in the description. Tree removal to be paid separately.

## SECTION E: BIDDERS ACKNOWLEDGEMENT

### LANDSCAPE RESTORATION -2014 CONTRACT NO. 7275

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 - 2014 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: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

### LANDSCAPE RESTORATION -2014 CONTRACT NO. 7275

State of Wisconsin  
Department of Workforce Development  
Equal Rights Division  
Labor Standards Bureau

### Disclosure of Ownership

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

#### Other Construction Business

**Not Applicable** ☐

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

**I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.**

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

**If you have any questions call (608) 266-0028**

ERD-7777-E (R. 09/2003)

**LANDSCAPE RESTORATION -2014  
CONTRACT NO. 7275**

**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

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 \_\_\_\_\_ (a corporation of the State of \_\_\_\_\_) (individual), (partnership), hereinafter referred to as the "Principal") and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_ (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, (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:

### LANDSCAPE RESTORATION -2014 CONTRACT NO. 7275

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

\_\_\_\_\_  
Date

By:

\_\_\_\_\_

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

By:

\_\_\_\_\_

\_\_\_\_\_  
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License 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

\_\_\_\_\_  
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 <div>City of Madison, Wisconsin</div>

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.

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Signature of Authorized Contractor Representative

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Date

## SECTION H: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Fourteen 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:

### LANDSCAPE RESTORATION -2014 CONTRACT NO. 7275

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. **Wage Rates for Employees of Public Works Contractors**

**General and Authorization.** The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

“Public Works” shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

“Building or work” includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

“Erection, construction, remodeling, repairing” means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

**Establishment of Wage Rates.** The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

**Workforce Profile.** The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

**Payrolls and Records.** The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

**Hourly contributions.** Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

**Apprentices and Subjourney persons.** Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

**Straight Time Wages.** The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

**Overtime Wages.** The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

**Posting of Wage Rates and Hours.** A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

**Evidence of Compliance by Contractor.** Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Evidence of Compliance by Agent and Subcontractor.** Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Failure to Comply with the Prevailing Wage Rate.** If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract.

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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.)



**LANDSCAPE RESTORATION -2014  
CONTRACT NO. 7275**

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

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Secretary 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

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk 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:

### LANDSCAPE RESTORATION -2014 CONTRACT NO. 7275

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 License No. \_\_\_\_\_ for the year 20\_\_\_\_\_, 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

## **SECTION J: PREVAILING WAGE RATES**

NOT APPLICABLE