

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

**2014**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**BOULEVARD / ROW LANDSCAPING - 2013 PHASE 2**

**CONTRACT NO. 7280**

**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>

**BOULEVARD / ROW LANDSCAPING - 2013 PHASE 2  
CONTRACT NO. 7280**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP:gc

## 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:	BOULEVARD / ROW LANDSCAPING - 2013 PHASE 2
CONTRACT NO.:	7280
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	FEBRUARY 14, 2014
BID SUBMISSION (1:00 P.M.)	FEBRUARY 21, 2014
BID OPEN (1:30 P.M.)	FEBRUARY 21, 2014
PUBLISHED IN WSJ	FEBRUARY 7 & 14, 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.

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 - 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

### BOULEVARD / ROW LANDSCAPING - 2013 PHASE 2 CONTRACT NO. 7280

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 102.10: 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

#### 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 \$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 SCOPE OF WORK

This contract involves the installation of approximately 112 trees to be planted in specified boulevards within the City of Madison.

See Attachments "A" for the limits of this project.

The majority of the trees are replacements for trees that have died due to age or have had to be removed after being struck by vehicles the locations are citywide. (See Attachment "B" - Tree Schedule). All trees shall be installed as marked and confirmed by the Engineer in the field.

#### SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall strictly adhere to Section 182.0175, Wis. Statutes, regarding notification and location of utilities, including but not limited to three working days advance notice.

The Contractor **shall** be responsible to maintain traffic flow over or along the street/highway and furnish and maintain adequate conditions on all approaches, crossings, intersections and driveways. All traffic control signage and maintenance thereof as per BPW Standard.



**SECTION 107.7            MAINTENANCE OF TRAFFIC**

The Contractor shall furnish, install, and maintain an advanced warning sign, arrow board, and any other traffic control devices as specified by the City Engineer, for the duration of this contract.

The Contractor shall at all time conduct work in such a manner as to insure the least possible obstruction to local vehicular and pedestrian traffic.

The work shall be done in accordance with the current edition of the Federal Highway Administration, Part VI of the "Manual on Uniform Traffic Control Devices" (MUTCD), and the State of Wisconsin Supplementary and City of Madison Supplements.

The Contractor shall not work in any of the streets included in this contract during the hours of 7:00 A.M. to 8:30 A.M. or 4:00P.M. to 5:30 P.M.

**SECTION 109.2            PROSECUTION OF THE WORK**

The Contractor shall begin work on or before **March 30, 2014**. Work shall begin only after the start of work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the Engineer.

**SECTION 109.7            TIME OF COMPLETION**

The time of completion of this contract shall be **MAY 21, 2014**

**SECTION 209.1            DESCRIPTION**

This work shall consist of furnishing and planting trees of the species, varieties and sizes specified, complete in place at the locations designated on the plans or as directed by the Landscape Architect, City Forester, Inspector or designee herein referred to as Engineer. This work shall include furnishing all necessary materials and performing all necessary work including, but not limited to excavation of plant holes, salvaging topsoil, potting, transplanting, backfilling, pruning, mulching, watering, heeling in, fertilizing, wrapping, rodent protection and anti-desiccant, disposing of surplus waste materials, necessary care and required replacements pending acceptance, and such work necessary or incidental to complete the item in accordance with the plans, specifications and contract.

The Contractor shall have adequate experience in trees installation.  
The Contractor shall be required to make a site visit prior to installation, to verify that the "site conditions" are proper for planting. "Site Conditions" are defined as the soil type, the grade of the site, and the contacting of Diggers Hotline for utilities locations.

**SECTION 209.2            MATERIALS**

**GENERAL**

Unless otherwise provided for or approved by the Engineer, all materials used shall conform to requirements hereinafter set forth.

**PLANT MATERIALS**

1. General. Unless otherwise specified, all trees shall be nursery grown stock that has been transplanted or root-trimmed two or more times, according to the species and size of plants.

Applicable Specifications and Standards:

- American Standard for Nursery Stock, ANSI Z60.1., current edition.
- Standardized Plant Names. 1942 American Joint Committee on Horticulture Nomenclature.
- Pruning Standards for Shade Trees, current edition. National Arborist Association.
- American Nursery Standard For Tree Care Operations, Tree, Shrub And Other Woody Plant

Maintenance- Standard Practices; ANSI A300, current edition

All trees shall be typical of their species and have well-formed tops (crowns) and root systems and shall be free from injurious insects, plant diseases or other plant pests. All trees shall be grown within the States of Wisconsin, Minnesota, Iowa, Michigan, or the parts of Illinois, Indiana, or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" of the USDA, Miscellaneous Publication No. 814 - Revised 1990. Plants furnished shall conform to the American Standard for Nursery Stock and be free from the following defects:

- Serious injuries to leader, branches (crown), trunk, bark or roots.
  - Dried out roots.
  - Prematurely opened buds.
  - Thin or poor tops (crowns) or root systems.
  - Evidence of molding.
  - Dry, loose or broken ball of earth in Balled and Burlapped (B& B) stock.
  - Dried out or damaged soil mass in Bare Root (BR), Balled and Burlapped (B&B) or Container Grown (CG) stock.
2. Substitution. Where evidence is submitted that a specified plant cannot be obtained, substitution may be made, only upon specific approval of the Engineer.
  3. Grading Standards. Trees stock shall conform to the code of standards set forth in the current edition of the American Standard for Nursery Stock.
  4. Inspection and Approval of All Plant Material. All trees shall be subject to the approval of the Engineer. Trees that will be inspected and tagged at the nursery or place of collection will be done at a time agreeable to the Contractor and Engineer. Approval of plants at the source does not alter the right of rejection at the project site. It is the right of the Engineer to reject plant material(s) at the project site. **It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any plantings, as to which trees are to be planted and their location(s). Contractor shall furnish to the Engineer a written list of the sources from which he/she proposes to obtain plant materials for the work.** All trees shall conform to the measurements specified in the plant list. Measurements specified shall be the minimum size acceptable for each variety. Trees that meet the requirements specified in the itemized plant list, but that do not possess a normal balance between height and spread, will not be accepted. Plants shall not be pruned prior to delivery. Trees with multiple leaders, unless specified, will be rejected. Central leaders shall be left intact.

**SECTION 209.3      DIGGING, HANDLING AND PACKING PLANT STOCK**

**GENERAL**

All plant stock shall be freshly dug and handled with care and skill to prevent injuries to the leaders, branches, trunk and roots, and shall be packed in accordance with the requirements of the current edition of the State of Wisconsin DOT Standard Specifications for Road and Bridge Construction.

**DIGGING AND HANDLING OF PLANT MATERIAL**

Care shall be taken to prevent any damage to plant material during transit and handling. The Engineer shall check trees for any shipping or handling damages. Trees with excessive damage, as determined by the Engineer, shall be rejected.

Tree stock to be furnished Balled and Burlapped (B&B) shall be moved with a compact dug ball of earth so firmly wrapped in burlap that upon delivery the soil in the ball is still firm and compact about the root system. Each ball shall be of sufficient size to encompass all the fibrous roots necessary to insure successful recovery and development of the plant. The minimum sizes of balls, ball depth and diameters, and increased ball sizes for collected stock shall be in accordance with Recommended Balling and

Burlapping Specifications as set forth in the current edition of the American Standard for Nursery Stock sponsored by the American Association of Nurserymen, Inc. No trees will be accepted when the burlap, twine, wire or ropes required to secure the root ball have been removed. Ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the upper one-half of the ball after the plant has been set. The balance of the wrappings may be left intact around the bottom of the ball. All balled and burlapped plants that cannot be planted immediately on delivery shall be set on the ground and the balls well covered with soil or other acceptable mulch material and shall be kept moist until planted.

Tree and shrub stock to be furnished Balled and Potted Stock (B&P) shall be plants, which have been dug from the growing site with the roots contained in a compact unbroken ball of earth and placed in a container. The size and shape of the earth ball shall conform to the approximate size and shape of the container and shall be placed in the container so that the plant root collar is approximately one (1) inch below the top of the container. Any voids shall be filled at potting time with native soil. The minimum ball size shall be equivalent to ball size for B&B stock. (For plants in plastic or metal containers, the container shall be removed before planting and properly disposed of at no additional cost to the City. For plants in biodegradable pots, the pot shall be slit vertically in at least 3 places prior to backfilling. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.)

Tree and shrub stock to be furnished Bare Root (BR) shall be dug with bare roots protected against drying out by use of moist sphagnum moss or other suitable material and covered with canvas or other suitable material in an approved manner.

Tree and shrub stock to be furnished Bare Root Potted (BRP) shall be bare root plants potted by the Contractor in a plantable fiber container of specified size and then placing and compacting the potting mixture backfill so that the root collar and backfill material are one (1) inch below the top of the container. The plants shall be potted prior to May 1st of the year they are to be planted. Only live, healthy, vigorously growing BRP plants will be accepted for planting.

Trees marked "POT" shall be pot grown with a well-established root system. Diameter spread determines standard inside diameter of pot in which they shall be grown for at least three (3) months prior to delivery.

All trees shall be handled so that the roots are adequately protected at all times. During shipment, all plants shall be properly protected by a tarpaulin or other suitable covering. No plant shall be so bound with rope or wire at any time as to damage the bark, break branches, or destroy its natural shape. All balled and burlapped plants which cannot be planted immediately on delivery shall be set on the ground and well-protected with soil or other acceptable material. Bare rooted plants shall be planted or heeled-in trenches immediately upon delivery. If heeled-in, all bundles of plants shall be opened and the plants separated before the roots are covered and care shall be taken to prevent air pockets among the roots. Until planted, all material shall be maintained.

Trees shall be marked for identification and for checking as designated on the plant list. Each bundle of plants and all separate plants shall have legible, waterproof labels securely attached thereto before delivery to the site.

Prior to any excavation, the Contractor shall notify Diggers Hotline at 1-800-242-8511 to determine the location of all electric, gas, water, sewer, oil and other utility lines, including tanks or other sub-surface encumbrances, and precautions shall be taken by the Contractor not to disturb or damage any utility lines. **In the event of a conflict of a utility with the planting, the Contractor shall promptly request, in writing, from the Engineer a revised location for plant material.**

## **SECTION 209.4            CONSTRUCTION METHODS.**

### **GENERAL**

The spring planting season for all plants is as follows: BR plants shall be planted from the time the frost is out of the ground to bud break; B&B plants shall be planted from the time frost is out of the ground to

June 1st; BRP shrubs may be planted from the time frost is out of the ground but prior to July 1st. The normal fall planting season for bulbs shall begin no earlier than October 15th. Fall evergreen planting shall be done between August 15th and September 15th. Unless otherwise approved, planting shall not be done where the ground is frozen or when soil is in an unsatisfactory condition for planting.

### **DELIVERY AND TEMPORARY STORAGE**

At least forty-eight (48) hours prior to each delivery of plant material to the potting, storing or project site, the Contractor shall notify the Engineer of delivery.

Insofar as practicable, plant stock shall be planted on the day of delivery at the project site. In the event this is not possible, the plant stock shall be temporarily stored by "heeling-in" or by placing in a well-ventilated, cool, moist storage place and shall be adequately protected against drying by the use of moist sphagnum moss, straw or other suitable covering around the roots of BR stock and balls of B&B stock.

Bare root plants, when "heeled-in", shall be placed in a spade depth trench, have their roots fully covered with damp topsoil and be protected from the sun and wind. When "heeled-in", all plants shall be properly cared for by the Contractor. Failure to protect stock shall be cause for rejection of plant material.

### **LAYOUT OF PLANTING**

The Engineer will designate the location of all trees with marker stakes or paint marks on the ground. **The Contractor will notify the Engineer 24 hour's minimum, as to the placement of trees.** The plant location and type will be staked as permanently as possible. The Contractor shall be responsible for maintaining these locations until planting occurs.

### **EXCAVATION OF PLANT HOLES**

The tree holes shall be centered at the location stake, unless otherwise permitted by the Engineer. Tree holes to be 3 times the ball/pot diameter.

The tree hole, except for Machine Transport (MT) stock, shall be excavated to the minimum dimensions shown on the plans or established by the Engineer, provided, however, that the plant hole shall be large enough to permit placing at least six (6) inches of backfill material around the root system of BR stock and the pots, balls or containers of BRP, B&B, B&P and CG stock. When a minimum size hole is excavated, the hole shall be excavated cylindrical in shape with vertical sides and a flat or saucer-shaped bottom.

Unless soil conditions make it impractical, planting holes for Machine Transport plants shall be done by the tree-moving machine and shall be approximately the same size and shape as the soil mass containing the root system of the machine moved plant. The plant shall be dug set to match existing grade, backfilled with screened topsoil and watered in to eliminate all voids.

The topsoil suitable for backfilling shall be kept separate from the excavated subsoil and sod.

When planting on a slope the minimum depth of the tree hole shall be measured from the downward side of the slope at the hole.

### **PRUNING**

Any trees or shrubs requiring pruning shall be pruned at the planting site as specified by the Engineer. Prior to planting, damaged or broken parts of the fleshy roots shall be cut off smoothly to a point where they are clean and clear of rot, while preserving as much of the root system as possible. When/where specified or directed by the Engineer, for all BR, BRP, B&B, or spaded deciduous 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. Evergreen plants shall not be pruned except to remove dead, damaged, or broken branches. All pruning cuts shall comply with the ANSI A300 current edition. See Part VIII, Standard Plates 2.04 and 2.05 for Proper Pruning Cuts

### **ANTI-DESICCANT**

Anti-desiccant, when specified, shall be applied to evergreen plants prior to or at the time of planting and to BRP plants prior to shipment from the storage place. It shall be applied to plants to be transplanted prior to transplanting. The rate and method of application of the emulsion shall be according to the manufacturer's recommendations.

### **PLANTING**

All planting of BR, B&B, and CG stock. When a minimum size hole is excavated, the hole shall be excavated cylindrical in shape with vertical sides and a flat or saucer shaped bottom. Scarification of the excavated hole will be required to prevent glazing (as per planting detail).

Bare root plants shall have their roots spread into a natural position, free of bunching, kinking, or circling. All broken or damaged roots shall be cut back to the closest point where they are clean and free of rot. No other root pruning shall be done

For plants in plastic or metal containers, the container shall be removed before planting. For plants in biodegradable pots, the pot shall be slit vertically in at least 3 places prior to backfilling. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface. Ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the top one-half (1/2) of the ball after the plant has been set. The balance of the wrappings may be left intact around the bottom of the ball. For all plants moved with a tree spade, all holes and cavities between the ball and the surrounding soil shall be filled. Glazed planting hole surface shall be sufficiently roughened prior to backfilling. The ball shall be thoroughly watered at planting time.

Trees shall be set with the root flare at the finished grade (root flare shall be determined 1" above the upper-most woody support root). Trees must be centered in the hole and set plumb. Plants shall be set so that they will be at the same depth at the end of the guarantee period.

Planting holes shall be backfilled with excavated soil. Salvaged topsoil shall be placed in layers around the roots or ball. Frozen or muddy soil will not be acceptable suitable backfill material. Backfilling shall be carefully done in a manner that avoids injury to the roots or ball or disturbing the position of the plant. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and thoroughly watered. Puddled soil conditions shall be avoided.

Planting areas shall be finish-graded to conform to drawings after full settlement has occurred.

All trees shall be mulched over the root system with a 4-inch layer of shredded hardwood bark mulch immediately after planting. Mulching material shall be pulled back no less than 3" and no more than 6" from the trunk.

All twine rope, transit guards or wrappings, and plant labels secured around the trunk or branches shall be removed after the planting is completed.

## **PLANTING LARGE CALIPER TREE SPADE STOCK**

The grading of the tree pit shall form a saucer at least four (4) inches in depth. Care shall be taken when lowering and raising the tree ball into the hole by use of a sling and an appropriate device as agreed upon by the Engineer. When centering the tree in the hole, the tree trunk is not to be used as the lever device to move the ball; rather some other lever method must be used at the approval of the Engineer. The center of the tree shall be centered within the tree grate to + 1" from the true center of the tree grate to the center of the tree trunk at the finished sidewalk grade.

## **FERTILIZER**

When/where specified the Contractor shall furnish and place around trees one ounce (1 oz.) root contact packets, place after plant hole has been two-thirds (2/3) backfilled. Number of packets to place shall be as follows: 1 packet - bare root shrubs, 2 packets - bare root trees and balled and burlapped shrubs, 4 packets - B&B trees up to three (3) inch caliper, 6 packets - B&B trees three (3) inch caliper and larger. Trees shall not be routinely fertilized when planted. Fertilizers when/where specified shall be of the slow release type contained in polyethylene, perforated bags with micropore holes. Each bag shall contain a minimum of one (1) ounce of soluble fertilizer with an analysis of 16-8-16 per unit or approved equal. The minimum guaranteed analysis shall be total nitrogen 16%, 9% ammoniacal nitrogen, 7% nitrate nitrogen. Available phosphoric acid P<sub>2</sub>O<sub>5</sub> (from ammonium phosphate) 8%, soluble potash (from potassium chloride) 16%.

## **MULCHING**

After planting operations of either trees or shrubs have been completed, planted areas shall be entirely covered with a layer of mulch three (3-4) inches deep at the rate of nine (9) cubic yards per 1,000 square feet. Mulch shall not come in contact with the trunk.

Where trees are specified with protection, mulch shall be placed over base plate of the protective collar (209.5 e).

Mulch shall consist of shredded or ground hardwood bark or an equivalent material as approved by the Engineer and shall be free of objectionable foreign material. Contractor shall furnish a sample of the mulch that will be used. Where shrubs, native perennials or bulbs are installed in planting bed, to a depth of 3-4 inches, shredded or ground hardwood bark shall be used or product approved by the Engineer prior to installation.

## **WRAPPING**

Before trees are wrapped, the Engineer shall inspect the plant stock.

When specified to be wrapped, the trunks of trees shall be wrapped with wrapping material overlapping one and one-half inches, starting from the ground line to the lowest main branches. The wrapping shall be secured in at least three places with masking tape, including the top, middle and bottom. The wrapping shall be done as soon as practical after planting as specified by the Engineer.

## **PROTECTION**

When required, a protective material shall be applied to trees. This shall consist of one of the materials permitted under Subsection 209.5(e) applied or installed according to Special Provisions and Details. Protection, when/where specified, shall consist of galvanized hardware cloth, extruded aluminum mesh or a durable pre-formed plastic material. The hardware cloth or aluminum mesh, if used, shall have at least three meshes per linear inch and shall be used in conjunction with a steel rod having a minimum size of 3/8 x 48 inches. The plastic material shall be a durable, resilient, preformed plastic spiral acceptable to the Engineer. Such material shall have a natural, earth-tone color. . The Contractor will be responsible for removing and disposing of the protection at the end of the guarantee period unless otherwise specified by the Engineer.

## **DISPOSAL OF EXCESS AND WASTE MATERIAL**

All excess excavation, waste materials, or other debris shall be removed and disposed of by the Contractor and removed from site.

## **WATERING EQUIPMENT**

The Contractor shall furnish and have available sufficient watering equipment, including tanks, pumps, hoses, root feeders and incidentals to fully perform all of the watering.

Water can be furnished to the Contractor, if needed, by the City of Madison Water Utility. It shall be the contractor's responsibility to contact the Madison Water Utility and inquire about rates and to arrange for connection to their facilities.

## **SECTION 209.5      BACKFILL MATERIAL**

### **TOPSOIL**

All plant holes shall be backfilled with excavated soil. Topsoil shall be salvaged from the planting site whenever suitable for reuse as determined by the Engineer. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. Remaining/additional soil to be installed to the top of the hole and watered. Puddled soil conditions shall be avoided. Additional topsoil shall be of a reasonably fine granulated texture suitable for the purpose and acceptable to the Engineer. Additional topsoil will be supplied by the Contractor as required at no additional cost to the City. Topsoil used as backfill material for plant material to be amended with an acrylamide copolymer soil amendment when/where specified as approved by the Engineer.

The sod from the plant hole excavation may not be used for backfill.

## **SECTION 209.6      ACCEPTANCE AND GUARANTEE**

### **ACCEPTANCE**

Upon completion of all required planting, an inspection of the work will be made by the Engineer. All plants which are dead or found not to be in a normal, healthy condition or do not conform to specifications, in the judgment of the Engineer will not be accepted. All rejected work shall be replaced by the Contractor, including removal and repair of all work affected by the replacement, at no cost to the City.

All replacement plantings are to be selected and tagged by the Engineer prior to being brought to the job site. It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any replacement plantings as to what they are to be planting and in what location.

Following the completion of the replacements, a re-inspection will be made prior to final acceptance by the Common Council. The Contractor shall guarantee the all trees under this contract for a period of two (2) years from the date of final acceptance by the Common Council.

### **CARE**

The Contractor shall properly care for all plants from the time of planting until the Payment and Performance Bond are released.

**The Contractor shall properly care for all trees from the time of planting under this contract for a period of two (2) years from the date of final acceptance by the Common Council.**

Proper care of plants shall consist of doing such watering, weeding, cultivating, pruning, spraying, securing of braces and guys, wrapping, re-mulching and such other work as may be necessary to keep the plants in a neat appearance and in a healthy growing condition. Street trees shall be pruned by the

City Forester. In addition to the waterings required in Subsection 209.4(g), entitled Planting, additional waterings may be ordered by the Engineer at any time, for the duration of the guarantee period. Should conditions require such waterings, 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 must be replaced immediately by the Contractor.

### **GUARANTEE**

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 City 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 after acceptance.

All replacement plantings are to be selected and tagged by the Engineer prior to being brought to the job site. It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any replacement plantings as to what they are to be planting and in what location.

Prior to the termination of the guarantee period, the Contractor shall request a final inspection by the City. All plants found unacceptable for reasons herein before stated shall be replaced at the first planting season and thereafter the responsibility for such plants or material shall lie with the City, no additional guarantee period will be required for these plantings.

Release of the payment and performance bond by the City shall not be made until after acceptance of the final guarantee replacement by the Contractor.

### **CONTRACT TIME**

Contract time will not be charged when making replacements, unless other contract operations are in progress during said period.

### **METHOD OF MEASUREMENT**

This work will be measured by the number of plants of each species, variety and size complete in place and accepted in accordance with the terms of the contract.

### **BASIS OF PAYMENT**

The number of trees, furnished and planted, measured as provided above, will be paid for at the contract unit price each for Trees (Species and Size). Price shall be payment in full for furnishing, transporting, handling, potting, storing, pruning, placing and replacing plant materials; for all excavation of plant holes, salvaging of topsoil, mixing and backfilling; for furnishing and applying all required fertilizer, mulch, water, rodent protection, herbicides and anti-desiccant spray; for removing guys and braces; for disposal of all excess and waste materials; for care; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work, except topsoil for use in planting, which will be paid for on a cubic yard basis.



## **BID ITEMS 90001-90036 – PLANTING OF TREES**

### **DESCRIPTION**

*All trees when possible shall be planted in the spring of 2014*

This contract calls for the planting of trees of the species and sizes as follows:

**Bid Item 90001 – Fort McNair Red Horsechestnut 2.0” Cal.**

**Bid Item 90002 – Catalpa 2.0” Cal.**

**Bid Item 90003 – Chicagoland Hackberry 2.0” Cal.**

**Bid Item 90004 – Common Hackberry 2.0” Cal.**

**Bid Item 90005– Thornless Cockspur Hawthorn 2.0” Cal.**

**Bid Item 90006 – Skycole Skyline Honeylocust 2.0” Cal.**

**Bid Item 90007 – Kentucky Coffeetree ‘Expresso’ 2.0” Cal.**

**Bid Item 90008 – Kentucky Coffeetree 2.0” Cal**

**Bid Item 90009 – Prairie Titan Kentucky Coffeetree - 2.0” Cal.**

**Bid item 90010 – Tuliptree 2.0” Cal.**

**Bid Item 90011 – Canterbury Crabapple 1.5” Cal**

**Bid Item 90012 – Red Jewel Crabapple 1.5” Cal.**

**Bid Item 90013 – Royal Raindrops Crabapple 1.5” Cal.**

**Bid Item 90014 – Dawn Redwood 2.0” Cal.**

**Bid Item 90015 – Donald Wyman Crabapple 1.5” Cal.**

**Bid Item 90016 – Plannetree ‘Ovation’ 2.0” Cal.**

**Bid Item 90017 – Sargent Cherry Pink Flair 1.5” Cal.**

**Bid Item 90018 – Autumn Blaze Pear 1.75” Cal.**

**Bid Item 90019 - Jack Pear 1.5” Cal.**

**Bid Item 90020 – Jill Pear 1.5” Cal.**

**Bid Item 90021 – China Snow Pekin Crabapple 1.5” Cal.**

**Bid Item 90022 – Summer Charm Pekin Lilac 1.5” Cal.**

**Bid Item 90023 – Japanese Ivory Silk Lilac 2.0” Cal.**

**Bid Item 90024 – American Sentry Linden 2.0” Cal**

**Bid Item 90025 – Glenleven Linden 2.0” Cal.**

**Bid Item 90026 – Valley Forge American Elm 2.0” Cal.**

**Bid Item 90027 – New Horizon Elm 2.0” Cal.**

Work under these items shall be in accordance with Section 209 of the Standard Specifications. **All trees, when shall be installed in the spring of 2014.**

**MATERIALS**

Provide 112 trees of specific numbers, species, variety, size, color and other characteristics as shown in Attachment “A”- Street/Trees Location Sheet and Attachment “B” - Tree Schedule. No substitution of tree species, variety, and size is allowable unless prior written or verbal approval from the Engineer is obtained.

**CONSTRUCTION**

Plant all trees in specified location with a timed-release fertilizer incorporated into the beds at the manufacturer’s specified rate. Fertilizer shall comply with Section 209.5 of these Special Provisions.

Thoroughly water plants to eliminate all air pockets in the planting pit.

**MEASUREMENT**

The Engineer will measure Trees (Species) (Root) (Size) by the unit in place and the quantity to be paid shall be the number of trees planted and accepted.

**PAYMENT**

The Engineer will pay for measured quantities at the contract unit price under the following bid items:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
<b>Bid Item 90001</b>	<b>Fort McNair Red Horsechestnut 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90002</b>	<b>Catalpa 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90003</b>	<b>Chicagoland Hackberry 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90004</b>	<b>Common Hackberry 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90005</b>	<b>Thornless Cockspur Hawthorn 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90006</b>	<b>Skycole Skyline Honeylocust 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90007</b>	<b>Kentucky Coffeetree ‘Expresso’ 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90008</b>	<b>Kentucky Coffeetree 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90009</b>	<b>Prairie Titan Kentucky Coffeetree - 2.0” Cal.</b>	<b>EA</b>
<b>Bid item 90010</b>	<b>Tuliptree 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90011</b>	<b>Canterbury Crabapple 1.5” Cal.</b>	<b>EA</b>
<b>Bid Item 90012</b>	<b>Red Jewel Crabapple 1.5” Cal.</b>	<b>EA</b>

<b>Bid Item 90013</b>	<b>Royal Raindrops Crabapple 1.5” Cal.</b>	<b>EA</b>
<b>Bid Item 90014</b>	<b>Dawn Redwood 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90015</b>	<b>Donald Wyman Crabapple 1.5” Cal.</b>	<b>EA</b>
<b>Bid Item 90016</b>	<b>London Plannetree ‘Ovation’ 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90017</b>	<b>Sargent Cherry Pink Flair 1.5” Cal.</b>	<b>EA</b>
<b>Bid Item 90018</b>	<b>Autumn Blaze Pear 1.75” Cal.</b>	<b>EA</b>
<b>Bid Item 90019</b>	<b>Jack Pear 1.5” Cal.</b>	<b>EA</b>
<b>Bid Item 90020</b>	<b>Jill Pear 1.5” Cal.</b>	<b>EA</b>
<b>Bid Item 90021</b>	<b>China Snow Pekin Crabapple 1.5” Cal.</b>	<b>EA</b>
<b>Bid Item 90022</b>	<b>Summer Charm Pekin Lilac 1.5” Cal.</b>	<b>EA</b>
<b>Bid Item 90023</b>	<b>Japanese Ivory Silk Lilac 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90024</b>	<b>American Sentry Linden 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90025</b>	<b>Glenleven Linden 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90026</b>	<b>Valley Forge American Elm 2.0” Cal.</b>	<b>EA</b>
<b>Bid Item 90027</b>	<b>New Horizon Elm 2.0” Cal.</b>	<b>EA</b>

Prices shall be payment in full for the following:

1. Furnishing trees
2. Transporting trees
3. Handling trees
4. Pruning trees
5. Place and/or replace tree
6. All excavation of tree holes
7. Furnishing and applying all required fertilizer
8. (5) Individual watering after planting, incidental to this contract
9. Anti-desiccant spray
10. Removal of excess and waste material
11. Furnishing all labor, tools, equipment and incidentals to complete the work
12. Weeding
13. Tree Rap (Tree protection from rodents)
14. Mulch installation -from 3-4 inches of shredded hardwood
15. Removal of existing trees to replace with a new tree, if applicable

See Attachment “B” - “Tree Schedule” for specific tree species, numbers, varieties, and planting conditions.

## **BID ITEM 90028 – ADDITIONAL WATERING DURING PERIODS OF NO OR REDUCED RAINFALL**

### **DESCRIPTION**

All newly planted trees *may* need additional weekly watering to reduce stress during periods of no or reduced rainfall. ***For purposes of this contract “Additional Watering During Periods of No or Reduced Rainfall” shall be defined as a period of two (2) weeks without 1/8” of measureable rainfall.*** The additional watering will be at the discretion of the Engineer. **The Contractor shall respond within twenty-four (24) for the request for “Additional Watering”.** The volume of water will be enough to fill the root zone and soak down to a good depth. Care must be taken when watering as to not wash away mulch and topsoil. The Contractor must replace displaced mulch and topsoil immediately.

### **CONSTRUCTION METHODS**

The additional watering will be at the discretion of the Engineer.

### **BASIS OF PAYMENT**

Payment is full compensation for watering “During Periods of No or Reduced Rainfall. Payment will be by unit price per Each (EA) occurrence.

<b>STREET/TREES LOCATION SHEET</b>			
<b>STREET NAME</b>	<b>STREET LIMITS</b>	<b>TREE QUANTITIES</b>	<b>TREE SPECIES</b>
1/24/2014			
Regent Street	Merrill Crest to Kenosha Drive	5	(2) Ft. McNair Horsechestnut, (2) Ivory Silk Lilac, and (1) Pink Flair Cherry
Regent Street	Kenosha Dr. to Kenosha Dr.	2	(2) China Snow Pekin Lilac
Regent Street	Wakeman Street to Carillon Drive	1	(1) New Horizon Elm
Regent Street	Carillon Drive to Glen Hwy.	2	(1) China Snow Pekin Lilac and (1) Summer Charm Pekin Lilac
Regent Street	Glen Hwy. to Mark Twain Street	4	(2) Donald Wyman Crabapple and (2) Red Jewel Crabapple
Regent Street	Kenosha Drive to S. Rock Road	4	(2) Autumn Blaze Pear and (2) Thornless Cockspur Hawthorn
Regent Street	S. Rock Road to Wakeman street	6	(2) Thornless Cockspur Hawthorn, (2) Ft. McNair Horsechestnut, and (2) Red Jewel Crabapple
Mineral Point Road	Ganser Way Way to D'onoferio Dr.	7	(2) Espresso Kentucky Coffeetree, (2) Ft. McNair Horsechestnut, (2) Jack Pear, and (1) Pink Flair Cherry
Mineral Point Road	D'onoferio Dr. to Shopko Entrance	1	(1) Royal Raindrop Crabapple
Mineral Point Rd.	Shopko Entrance to Westfield Rd.	1	(1) Red Jewel Crabapple
Mineral Point Rd.	Westfield Road to Firestone Entrance	1	(1) Valley Forge American Elm
Mineral Point Road	Memorial High School to Grand Canyon Dr	3	(2) Espresso Kentucky Coffeetree and (1) Chicagoland Hackberry
Mineral Point Road	Grand Canyon Dr. to Yellowstone Dr.	6	(2) Catalpa, (2) Espresso Kentucky Coffeetree, and (2) Chicagoland Hackberry
Mineral Point Road	Yellowstone Dr. to Nautilus Drive	2	(2) London Planetree 'Ovation'
Mineral Point Road	Nautilus Dr. to Island Dr.	3	(1) Glenleven Linden, (1) Summer Charm Pekin Lilac, and (1) China Snow Pekin Lilac
Mineral Point Road	Island dr. to left turn lane	3	(1) Pink Flair Cherry, (1) Jack pear, and (1) Jill Pear
Mineral Point Road	Credit Union Entrance to Rosa Road	6	(1) Ft. McNair Horsechestnut, (1) Chicagoland Hackberry), (1) Espresso Kentucky Coffeetree, (1) Tuliptree, and (2) China Snow Pekin Lilac
Mineral Point Road	Rosa Road to Whitney Way	20	(1) Catalpa, (1) Glenleven Linden, (1) London Planetree'Exclamation', (1)Jack Pear, (1) Jill Pear, (2) Japanese Ivory Silk Lilac, (2) Royal Raindrops Crabapple,(2) Red Jewel Crabapple, (4) China Snow Pekin Lilac, (2) Espresso Kentucky Coffeetree, (2) Common Hackberry, and (1) Skycole Skyline Honeylocust
Mineral Point Road	Whitney Way Science Drive	1	(1) Catalpa
Mineral Point Road	Science Drive to Racine Road	3	(1) London Planetree 'Exclamation' and (2) Dawn Redwood
	<b>Page Total</b>	<b>81</b>	





ATTACHMENT " B "

REVISID 9/3/2013	CONTRACT # 7280	TREES SCHEDULE	MATURE HEIGHT	MATURE SPREAD	CALIPER, HGT., SPREAD, SIZE	B & B	P O T T I D	B R	S T A K E	W R A P	B U L B S	P R O T E C T I O N	S P R I N G	F A L L	Q T Y
SYMBOL		PLANT NAME	SCIENTIFIC NAME												
<b>TREES</b>															
SC	Sargent Cherry Pink Flair		Prunus sarentii 'Pink Flair'	25'	15'	X				X		X	X	X	3
ABP	Autumn Blaze Pear		Pyrus calleryana 'Autumn Blaze'	35'	30'	X				X		X	X	X	2
JP	Jack Pear		Pyrus calleryana 'Jaczam'	16'	10'	X				X		X	X	X	4
JLP	Jill Pear		Pyrus calleryana 'Jalzam'	15'	15'	X				X		X	X	X	2
CSL	China Snow Pekin Lilac		Syringa pekinensis 'China Snow'	20'	20'	X				X		X	X	X	10
SCL	Summer Charm Pekin Lilac		Syringa pekinensis 'Summer Charm'	20'	10'	X				X		X	X	X	2
STL	Japanese Ivory Silk Tree Lilac		Syringa reticulata	25'	25'	X				X		X	X	X	5
ASL	American Sentry Linden		Tilia americana 'Sentry'	45'	30'	X				X		X	X	X	1
GLL	Glenleven Linden		Tilia x flavescens 'Glenleven'	50'	30'	X				X		X	X	X	2
VFAE	Valley Forge American Elm		Ulmus americana 'Valley Forge'	70'	70'	X				X		X	X	X	1
ELM	New Horizon Elm		Ulmus 'New Horizon'	60'	30'	X				X		X	X	X	3
<b>PAGE SUBTOTAL</b>															
<b>GRAND TOTAL</b>															
															35
															112



**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**BOULEVARD / ROW LANDSCAPING - 2013 PHASE 2  
CONTRACT NO. 7280**

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

### BOULEVARD / ROW LANDSCAPING - 2013 PHASE 2 CONTRACT NO. 7280

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

## Disclosure of Ownership

<p><b>Notice required under Section 15.04(1)(m), Wisconsin Statutes.</b> 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.</p>			
<p>(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.</p> <p>(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.</p> <p>(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if <b>both (A) and (B) are met.</b></p> <p>(A) The contractor, or a shareholder, officer or partner of the contractor:</p> <p style="margin-left: 20px;">(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.</p> <p style="margin-left: 20px;">(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.</p> <p>(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.</p>			
<b>Other Construction Business</b>			
Not Applicable <input type="checkbox"/>			
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
<p><b>I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.</b></p>			
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)

**BOULEVARD / ROW LANDSCAPING - 2013 PHASE 2  
CONTRACT NO. 7280**

**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:

### **BOULEVARD / ROW LANDSCAPING - 2013 PHASE 2 CONTRACT NO. 7280**

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 <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 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:

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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.)

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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
	_____
	Secretary

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
Witness	Date
Witness	Date
Witness	Date
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:

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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**

**NON-APPLICABLE**