

BID OF _____

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

TRAFFIC MEDIAN REVEGETATION AND MAINTENANCE

CONTRACT NO. 8913

MUNIS NO. 12371

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>

**TRAFFIC MEDIAN REVEGETATION AND MAINTENANCE
CONTRACT NO. 8913**

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This Proposal, and Agreement have
been prepared by:

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

Greg T. Fries

For:

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

RFP: cw

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:	TRAFFIC MEDIAN REVEGETATION AND MAINTENANCE
CONTRACT NO.:	8913
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MAY 21, 2020
BID SUBMISSION (2:00 P.M.)	MAY 28, 2020
BID OPEN (2:30 P.M.)	MAY 28, 2020
PUBLISHED IN WSJ	MAY 14 & 21, 2020

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, 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: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. Please note that in support of social distancing during COVID-19, the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers on the door and staff will come to the door to receive your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing, as the City responds responsibly to COVID-19 impacts to services. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 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.

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (City of Madison form) equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 246 Ecological Restoration
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

TRAFFIC MEDIAN REVEGETATION AND MAINTENANCE CONTRACT NO. 8913

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 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104: SCOPE OF WORK

The work under this contract shall take place in select traffic medians and traffic calming devices throughout the city of Madison, as identified in Attachment A- Maps. Project areas range in size from 44 square feet to 14,000 square feet. This contract consists of two separate projects as follows:

Project 1: Maintaining a prairie mix previously seeded/installed by others in fall of 2019 in the medians as noted in Attachment A as directed by the Project Manager.

Project 2: Removing existing turf, seeding with one of two seed mixes provided by City Engineering, establishing, and maintaining the newly installed seeds by the Contractor in spring 2020 in the medians as noted in Attachment A as directed by the Project Manager.

For both projects, all work shall be in accordance with the plans and specifications of this contract and the City of Madison Standard Specifications for Public Works Construction. The Contractor shall have adequate experience and knowledge in the planting and care of grasses, groundcover and prairie plants native to Wisconsin. This work shall include furnishing all necessary **mowing equipment (with a mowing deck that can be raised 6 inches), tools, and materials** in order to perform all necessary work in accordance with the specifications and contract. **Please note that brush cutters are not considered a suitable substitute for mowers.** Maintenance shall include timely mowing, manual weeding, trash/debris removal in order to establish the new and existing native groundcover as appropriate for each plant species as directed by the Project Manager.

NOTE: Clear lines of sight for vehicles, pedestrians, and bicyclists must be maintained at all times, especially by crosswalks and intersections. The Contractor shall trim back plants as needed for visibility or as directed by the Project Manager.

NOTE: Many of these roads are County highways, and although the traffic medians are maintained by City Engineering, the Contractor is required to obtain a "Permit to Work in County Trunk Highway Right-of-Way" which can be found at this link: <https://highway.countyofdane.com/permits>. The fees will be waived.

Work for this contract shall begin when the start letter is issued to the Contractor (mid- July 2020) and end on October 15, 2021.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions and access to work sites. It will be the responsibility of the Contractor to work with existing underground and overhead utilities and to resolve conflicts if a construction project arises. **The Contractor shall follow Digger's Hotline regulations prior to all digging and planting.**

Maintenance of existing/remaining turf grass in medians is not part of this contract and the Contractor does not need to mow, but shall be cooperative if City staff is mowing at the same time of the Contractor's scheduled maintenance. For questions or information on the median turf mowing schedules please contact Chad Hughes of City Parks at 608-267-8725 or email cmhughes@cityofmadison.com for sites west of the Capitol, and Kristin Mathews at 608-246-4510 or email kmmathews@cityofmadison.com for sites east of the Capitol.

SECTION 104.10 CLEANING UP

The Contractor shall be responsible for daily cleanup of work area every day, per the standard specifications. The Contractor shall use caution and be required to immediately clean the spillage of any earth or other materials onto street right-of-way.

The Contractor shall also be responsible for cleaning any tracking on pavement or repairing any rutting in turf areas caused by the Contractor during the execution of landscaping work performed under this contract.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

The quantities for this contract have been estimated for the purpose of bidding. Efforts were made to get an accurate estimate of all bid item quantities, however, there is a possibility that some quantities will be increased or decreased. The Project Manager reserves the right to increase or decrease the quantities of any items of work. No revisions in the unit price bid shall be made in the event these items are increased or decreased.

SECTION 107.7 MAINTENANCE OF TRAFFIC

Traffic Control for all activities is incidental to the corresponding bid item. **Traffic Control will not be paid separately.**

All traffic control shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 109, Madison, WI 53703, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor will be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Local and emergency vehicle access to all properties shall be maintained at all times. Contractor shall maintain commercial driveways at all times. The Contractor shall maintain sidewalk on all sides of a street, as well as all crosswalks and ramps at all times.

Lane closures shall be limited to 9:00 a.m. to 3:00 p.m. on weekdays or any time on weekends, with the exception of home UW Football Saturdays. The weekday peak-hour work restriction may be lifted during any governmental "Stay at Home" order due to COVID-19, if the Contractor obtains approval from City Traffic Engineering. Left turn lanes shall remain open at all times to maintain turning movements. However, if two left turn lanes are present, one of the turn lanes may be closed. Cross street traffic shall be maintained at all times.

All lane closures shall be completed using appropriate signing per the M.U.T.C.D including an electronic arrow board. No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contact Tom Mohr of Traffic Engineering Division at 608-267-8725 or email tmohr@cityofmadison.com with any questions concerning these traffic control specifications.

SECTION 109.14: MOBILIZATION

Mobilization for all activities is incidental to the corresponding bid item. **Mobilization will not be paid separately.**

Article 109.2 PROSECUTION OF WORK

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

The Contractor is made aware that the start work date listed above may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at the discretion of the Engineer.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. within the roadway, greenway or pond unless approved by the Engineer in writing.

BID ITEMS

BID ITEMS 90001.1 - 90001.5 : PROJECT 1- MAINTAIN PREVIOUSLY SEEDED MEDIANS 2020

DESCRIPTION

This Bid Item shall include all necessary equipment, labor and incidentals required to mow, weed and maintain each of the 12 traffic median planting beds included in this description two (2) times. These medians were seeded in 2019 with a mix of fescues and forbs. The plant species list can be provided by the Project Manager. The two (2) planting bed maintenance occurrences shall take place approximately every 4-6 weeks depending on the weather AND as directed by the Project Manager from July 15, 2020 until October 15, 2020.

Mobilization and Traffic Control costs shall be included as part of this Bid Item.

- 90001.1 - Williamson St between Blair St and Blount St
- 90001.2 - Cottage Grove Rd from North Star Dr to Sprecher Rd
- 90001.3 - S Gammon Rd from Beltline Hwy to Mineral Point Rd
- 90001.4 - Waban Hill at Chippewa Dr (at Council Crest) -traffic calming circle

- 90001.5 - South High Point Rd at McKee Rd

METHOD OF MEASUREMENT

Maintain Previously Seeded Medians 2020 shall be measured as Each (EA) for all planting beds under this Bid Item being maintained once.

BASIS OF PAYMENT

Planting Bed Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, storage, and incidentals required to complete the work as set forth in the description. Partial Payment requests shall be reviewed and authorized by the Project Manager.

BID ITEM 90002.1 – 90002.5 : PROJECT 2- REMOVE TURF AND INSTALL NEW SEED MIX 2020

DESCRIPTION

This Bid Item shall include all necessary work, labor and incidentals required to remove existing turf, and install either the low-mow turf, or short-grass prairie seed mix provided and as directed by the Project Manager in each of the twenty (20) medians listed in this description in late fall between October 16 and December 31, 2020.

Mobilization and Traffic Control costs shall be included as part of this Bid Item.

- 90002.1 - Packers Ave from Aberg Ave/Hwy 30 overpass to Commercial Ave(low-mow turf)
- 90002.2 - East Washington Ave from Hwy 51 to Portage Rd (low-mow turf)
- 90002.3 - N Thompson Dr roundabouts north and south of the intersection with Hwy 30 (exterior of roundabouts only; prairie)
- 90002.4 - John Nolen Dr from Rimrock Rd to Olin Ave (low-mow turf)
- 90002.5 - Fish Hatchery Rd medians from Petra Pl to Bowman Park (low-mow turf)

METHOD OF MEASUREMENT

Remove Turf and Install New Seed Mix 2020 shall be measured as Lump Sum (LS) for all twenty (20) traffic medians converted over to native planting.

BASIS OF PAYMENT

Remove Turf and Install New Seed Mix 2020 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, storage, and incidentals required to complete the work as set forth in the description. Partial Payment requests shall be reviewed and authorized by the Project Manager.

BID ITEM 90003.1 – 90003.10 - MAINTAIN 2021

DESCRIPTION

This bid item shall include all necessary equipment, work, labor and incidentals required to mow and weed each of the 32 traffic median planting beds listed in this description approximately four (4) times during the 2021 growing season in order to establish the recently seeded fescues and forbs. The plant species list can be provided by the Project Manager. The four (4) planting bed maintenance occurrences shall take place approximately every 4-6 weeks depending on the weather AND as directed by the Project Manager from May 1, 2021 until October 15, 2021.

Mobilization and Traffic Control costs shall be included as part of this Bid Item.

- 90003.1 - Williamson St between Blair St and Blount St
- 90003.2 - Cottage Grove Rd from North Star Dr to Sprecher Rd
- 90003.3 - S Gammon Rd from Beltline Hwy to Mineral Point Rd

- 90003.4 - Waban Hill at Chippewa Dr (at Council Crest) -traffic calming circle
- 90003.5 - South High Point Rd at McKee Rd
- 90003.6 - Packers Ave from Aberg Ave/Hwy 30 overpass to Commercial Ave(low-mow turf)
- 90003.7 - East Washington Ave from Hwy 51 to Portage Rd (low-mow turf)
- 90003.8 - N Thompson Dr roundabouts north and south of the intersection with Hwy 30 (exterior of roundabouts only; prairie)
- 90003.9 - John Nolen Dr from Rimrock Rd to Olin Ave (low-mow turf)
- 90003.10 - Fish Hatchery Rd medians from Petra Pl to Bowman Park (low-mow turf)

NOTE: Recognizing that installation and establishment of forb and grass seeds in traffic medians may involve a lower survivability than in other locations, we anticipate 70%of plants installed as part of this contract shall be guaranteed to be healthy and thriving at the end of the 2021 growing season. In fall of 2021, the Contractor shall replace up to 30% of plants installed as part of this contract 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 Project Manager as to the necessity of replacing any plants shall be conclusive and binding on the Contractor. No more than one replacement per plant shall be required.

METHOD OF MEASUREMENT

Maintain 2021 shall be measured as Each (EA) for all planting beds under this Bid Item being maintained once.

BASIS OF PAYMENT

Maintain 2021 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, storage, and incidentals required to complete the work as set forth in the description. Partial Payment requests shall be reviewed and authorized by the Project Manager

BID ITEM 20970 – DROUGHT WATERING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering during the 2020 and 2021 growing season in accordance with Article 209.5(j) of the City of Madison Specifications. This watering, if needed, shall take place in all of the planting beds as identified as part of this contract.

Mobilization and Traffic Control costs shall be included as part of this Bid Item.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Drought Watering shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each site. This proof must include labeled photos of the watering with the date, time and location for each watering along with notification to the Project Manager.

BID ITEM
90001

TIMELINE
July 15, 2020 -
October 15 2020

Method

Expect maintenance
every 4-6 weeks

Goal

Promote shortgrass
prairie species while
discouraging weeds

Existing Conditions

Prairie mix seeded in
the fall of 2019

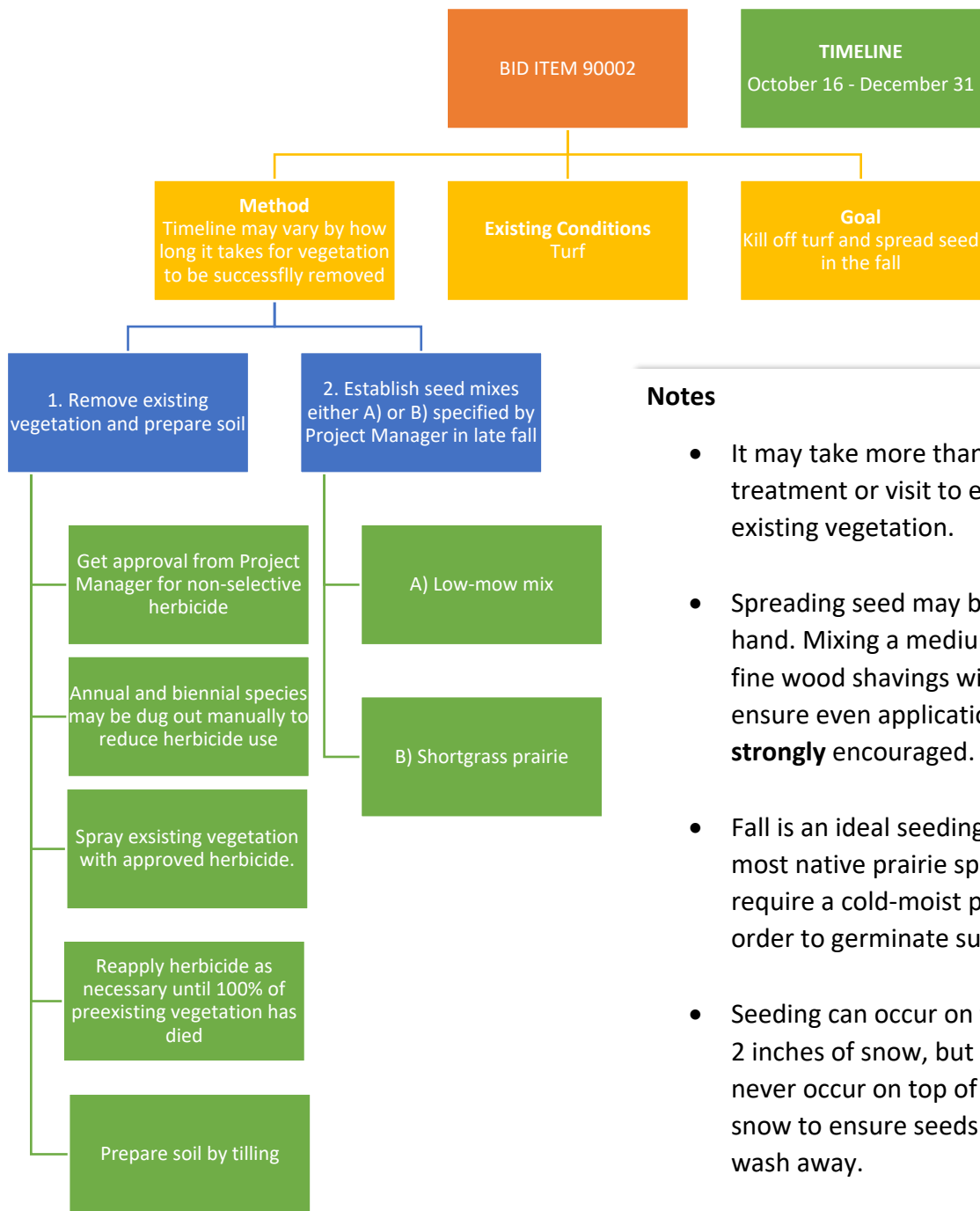
Wait for prompt from
Project Manager

Clean mower blades to
prevent weed seeds

Mow with deck height
set at lowest 6 inches

Notes

- Mowing lower than six inches can harm native plants in the first few years of establishment.
- Management of shortgrass prairie species requires mowing initially to prevent annual weeds from setting seed and shading out prairie seedlings.
- Mowers are required because they mulch up plant material. Brush cutters cannot accomplish this.



Notes

- It may take more than one treatment or visit to eradicate existing vegetation.
- Spreading seed may be done by hand. Mixing a medium such as fine wood shavings with seed to ensure even application is **strongly** encouraged.
- Fall is an ideal seeding time as most native prairie species require a cold-moist period in order to germinate successfully.
- Seeding can occur on top of up to 2 inches of snow, but should never occur on top of plowed snow to ensure seeds do not wash away.
- Seeding shall not be done if winds exceed 7mph.

BID ITEM 90003

TIMELINE
May 1, 2021 - October 15, 2021

Method
Maintenance will average three visits and will depend on previous work and seed type in each median

Existing Conditions
Medians have either A) Been seeded in fall of 2019 and mowed frequently throughout 2020 or B) Been seeded in the fall of 2020

Goal
Establish and maintain medians based on their previous maintenance

A) Median was seeded in the fall of 2019 with prairie mix (includes all items from Bid 90001)

B) Median was seeded in the fall of 2020 with prairie mix (includes *some* medians from Bid 90002)

C) Median was seeded in the fall of 2020 with a low-mow mix (includes *some* medians from Bid 90002)

Eradicate undesired weeds (all non-native plants)

Wait for prompt from Project Manager

Wait for prompt from Project Manager

IF PROMPTED BY PROJECT MANAGER: Ensure mower blades are clean and mow with deck height at six inches

Ensure mower blades are clean and mow at deck height six inches.

Ensure mower blades are clean and mow at deck height six inches

Notes

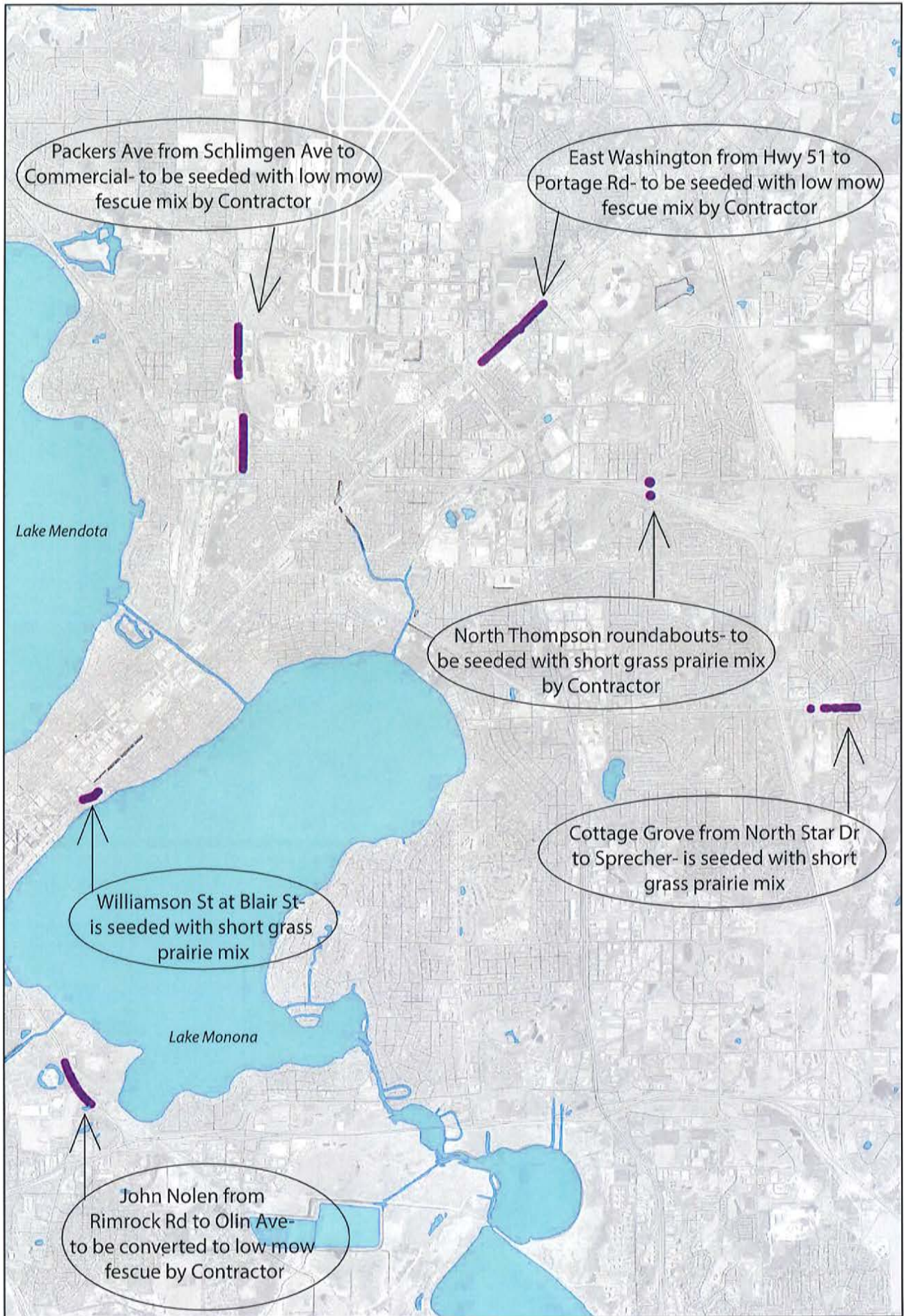
- Mowing lower than six inches can harm native plants in the first few years of establishment.
- Management of shortgrass prairie species requires mowing initially to prevent annual weeds from setting seed and shading out prairie seedlings.
- Mowers are required because they mulch up plant material. Brush cutters cannot accomplish this.
- For medians under category A, Project Manager may decide that individual medians may need to be weeded, but not mowed.

**BID ITEM
90005**

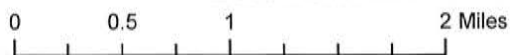
Follow work flow
for Bid Item 90001

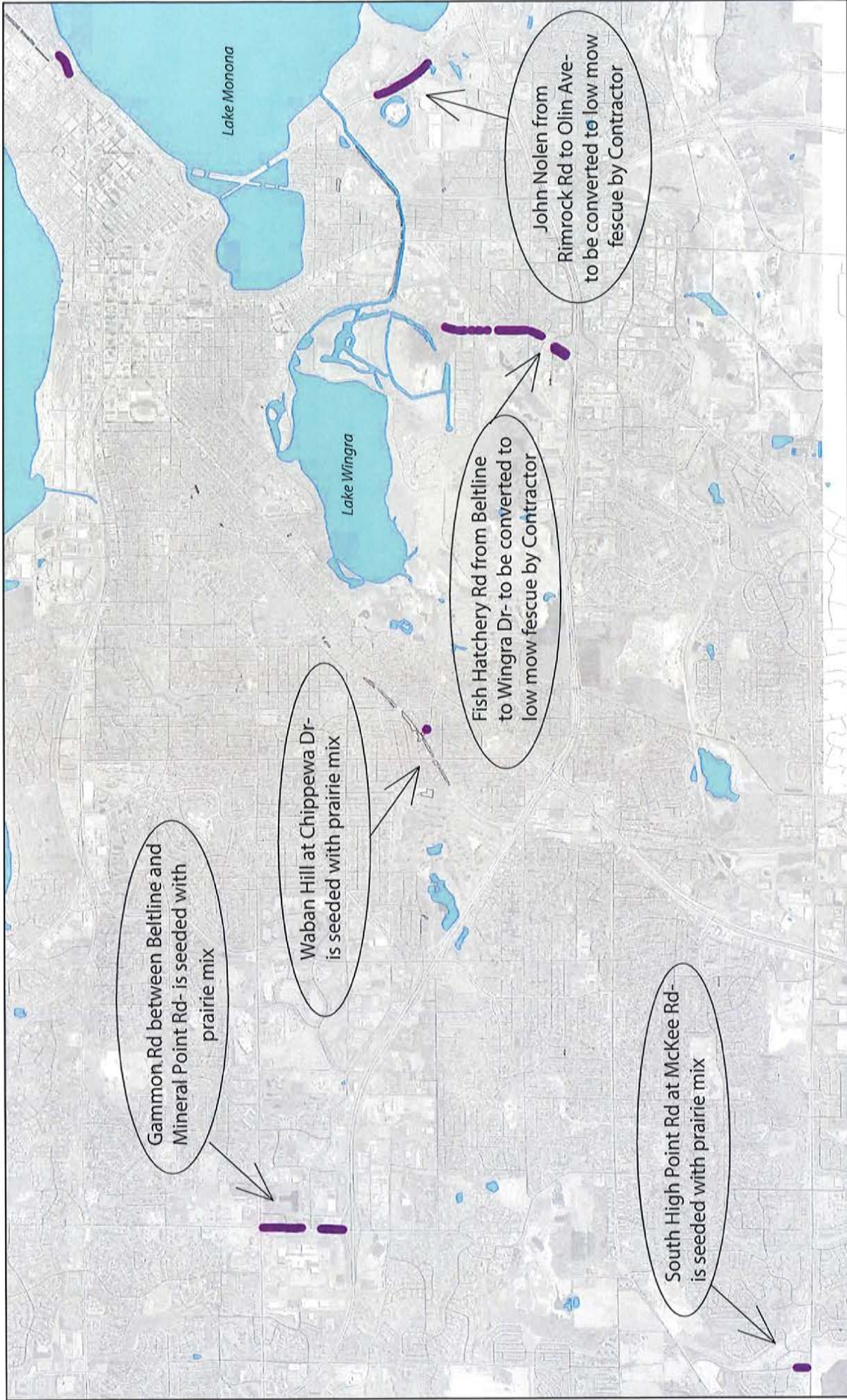
**BID ITEM
90006**

Follow work flow for Bid Item
90002. Receive seed mix plan
from Project Manager.



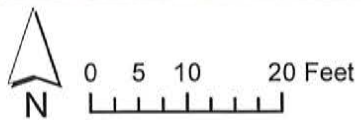
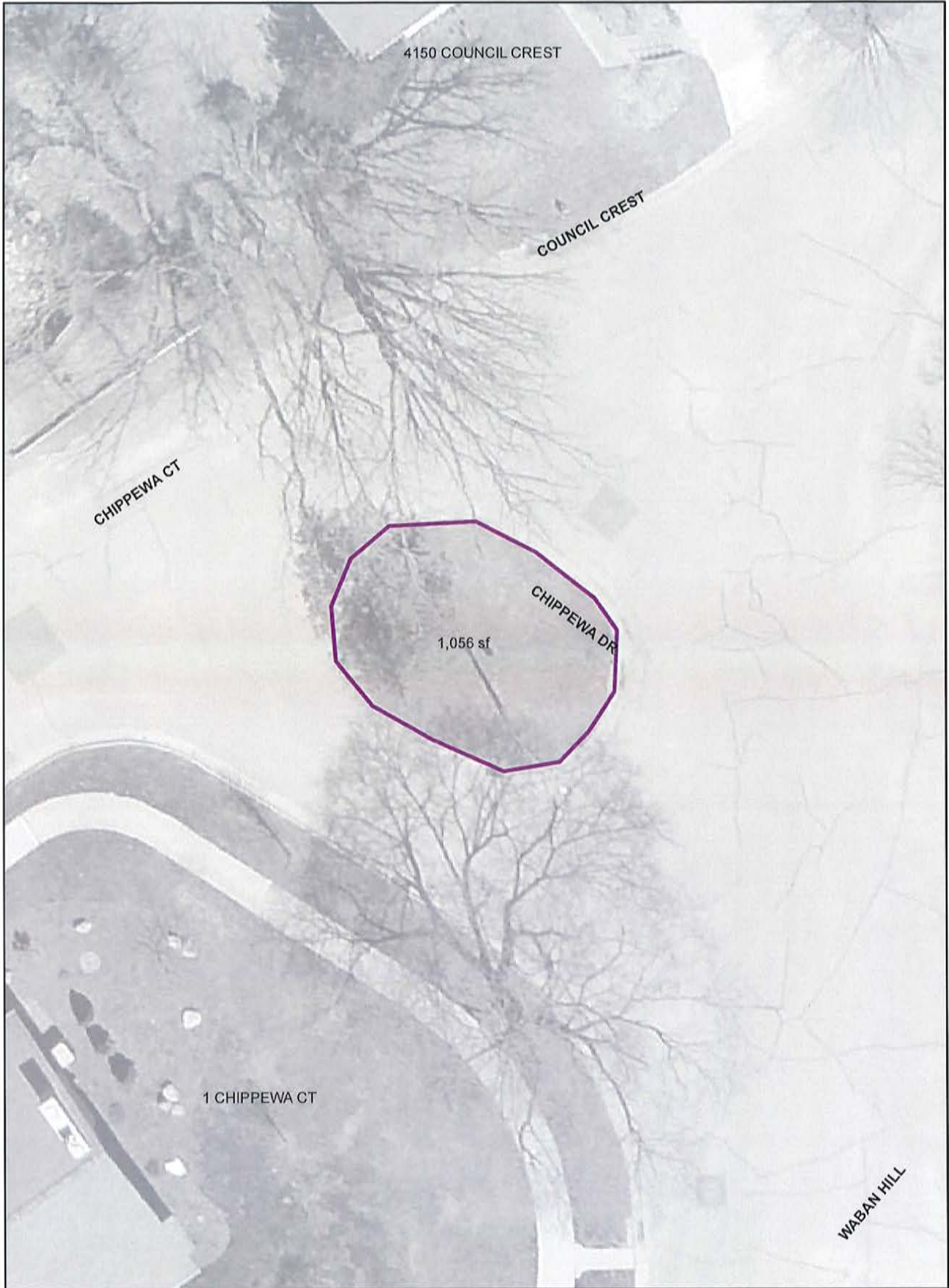
East Madison Traffic Median Revegetation Maintenance 2020-21





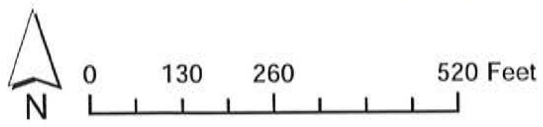
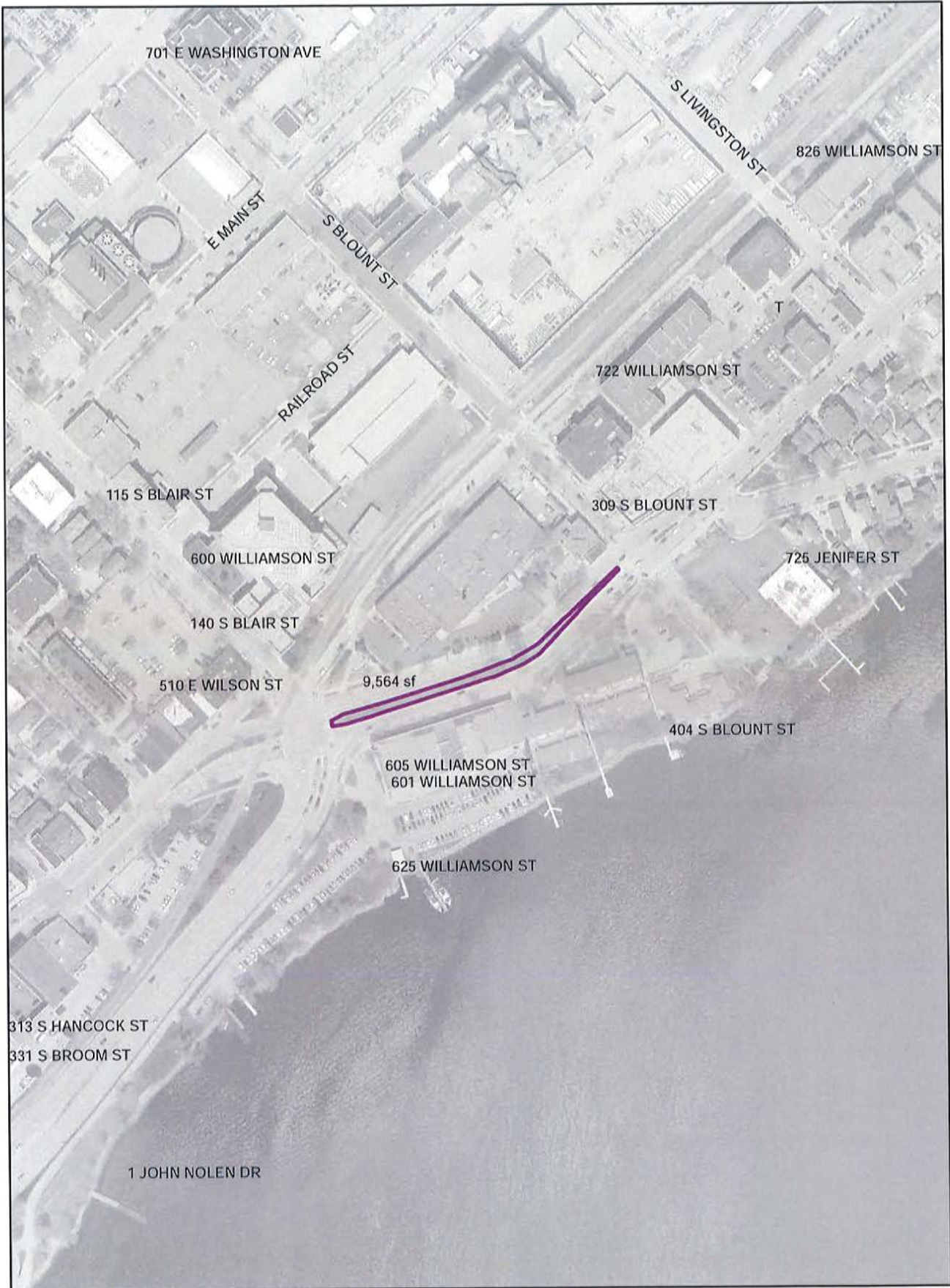
West Madison Traffic Median Revegetation Maintenance 2020-21

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering

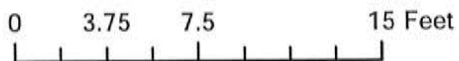


NOTE: Seeded to shortgrass prairie winter 2020. Contractor to establish and maintain.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering

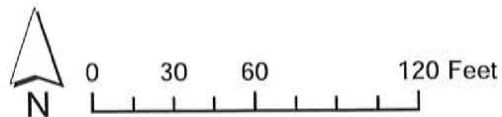
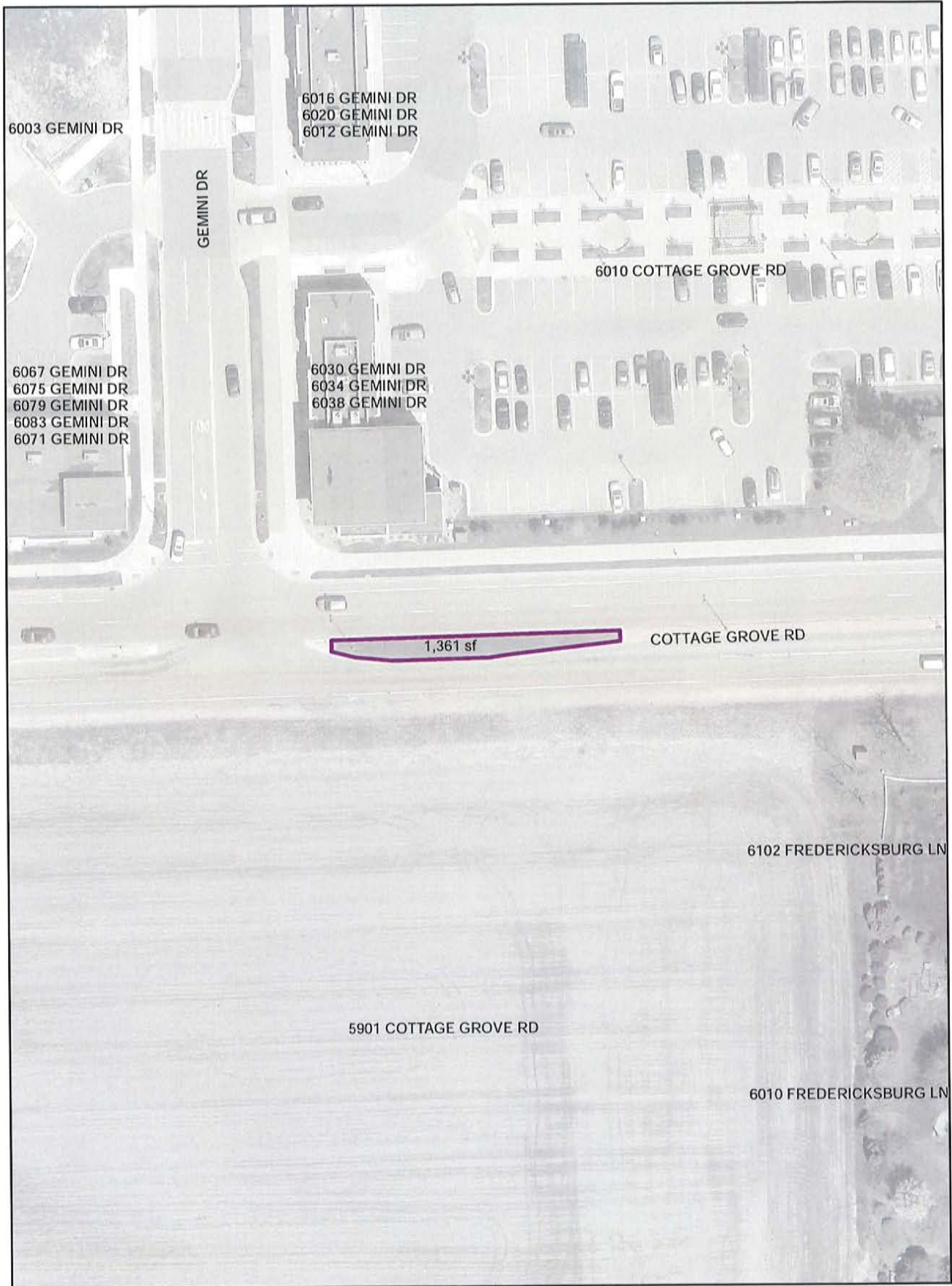


NOTE: Seeded to shortgrass prairie fall 2019. Contractor to establish and maintain.



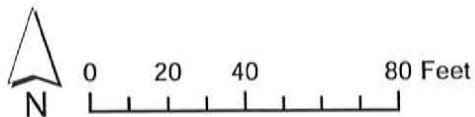
NOTE: Seeded to shortgrass prairie spring 2020. Contractor to establish and maintain.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



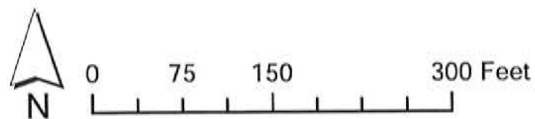
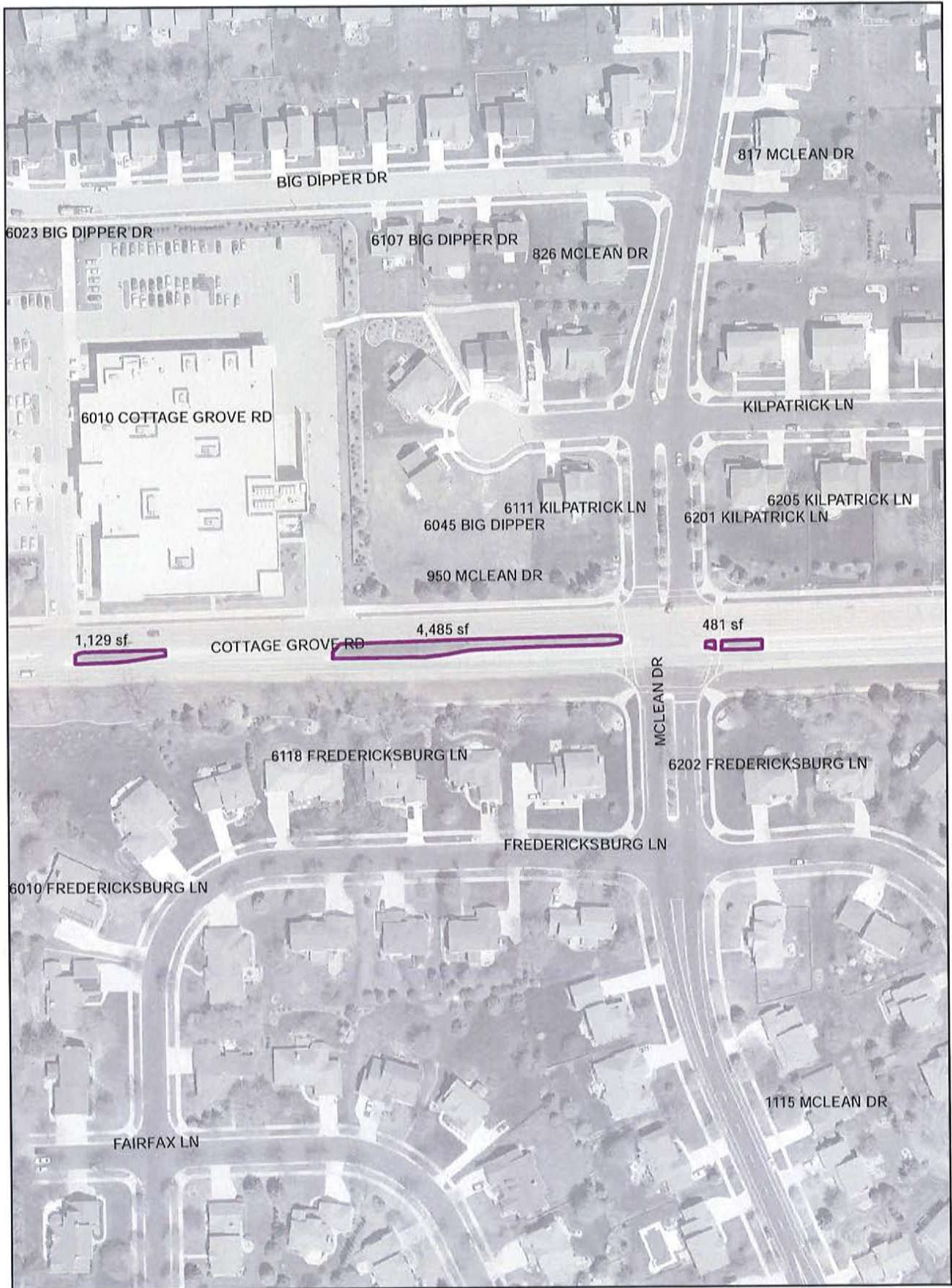
NOTE: Seeded to shortgrass prairie spring 2020. Contractor to establish and maintain.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering

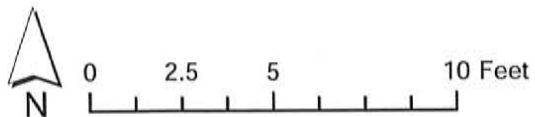
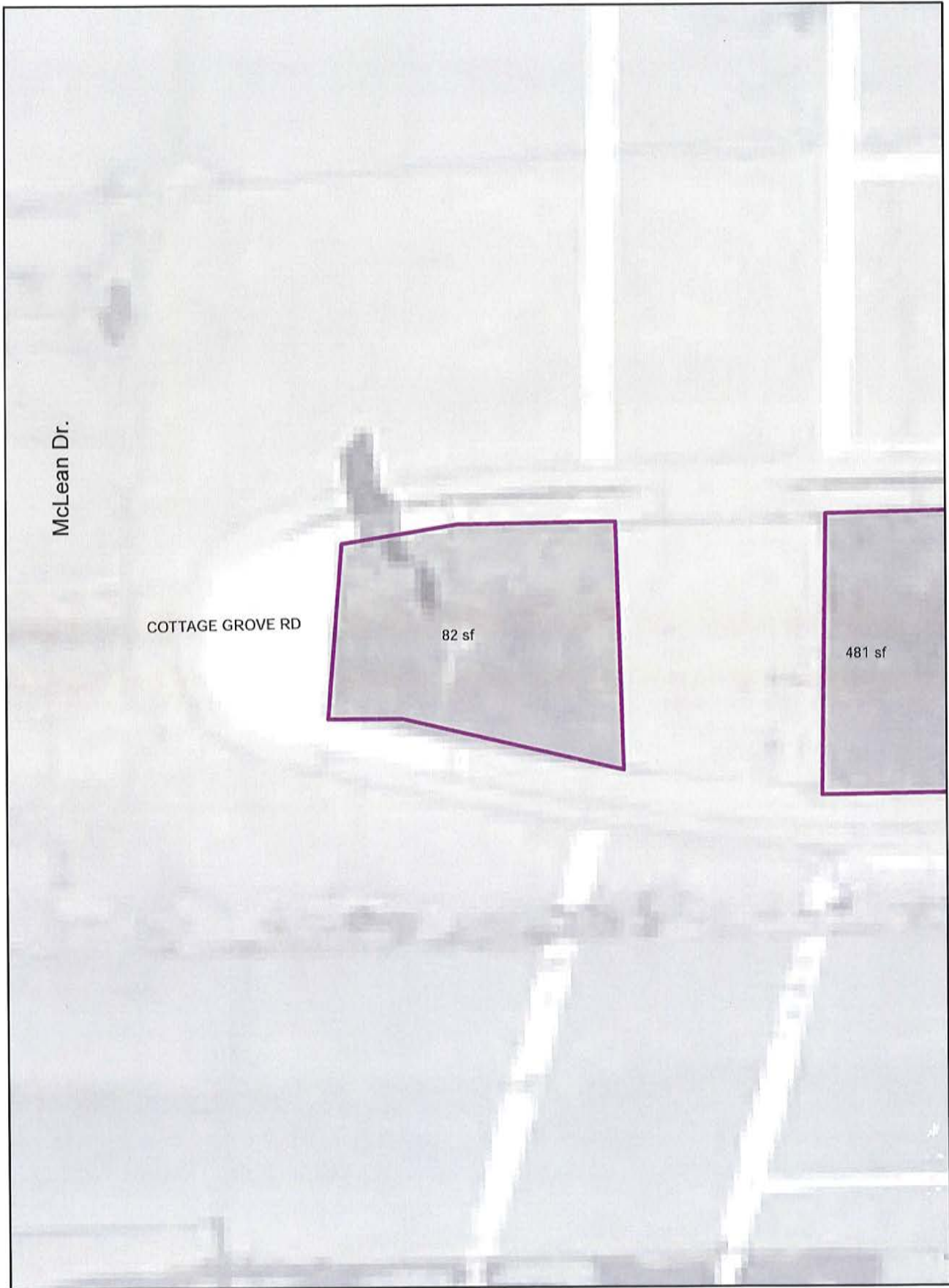


NOTE: Seeded to shortgrass prairie spring 2020. Contractor to establish and maintain.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering

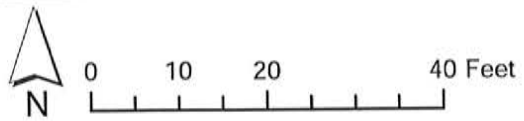
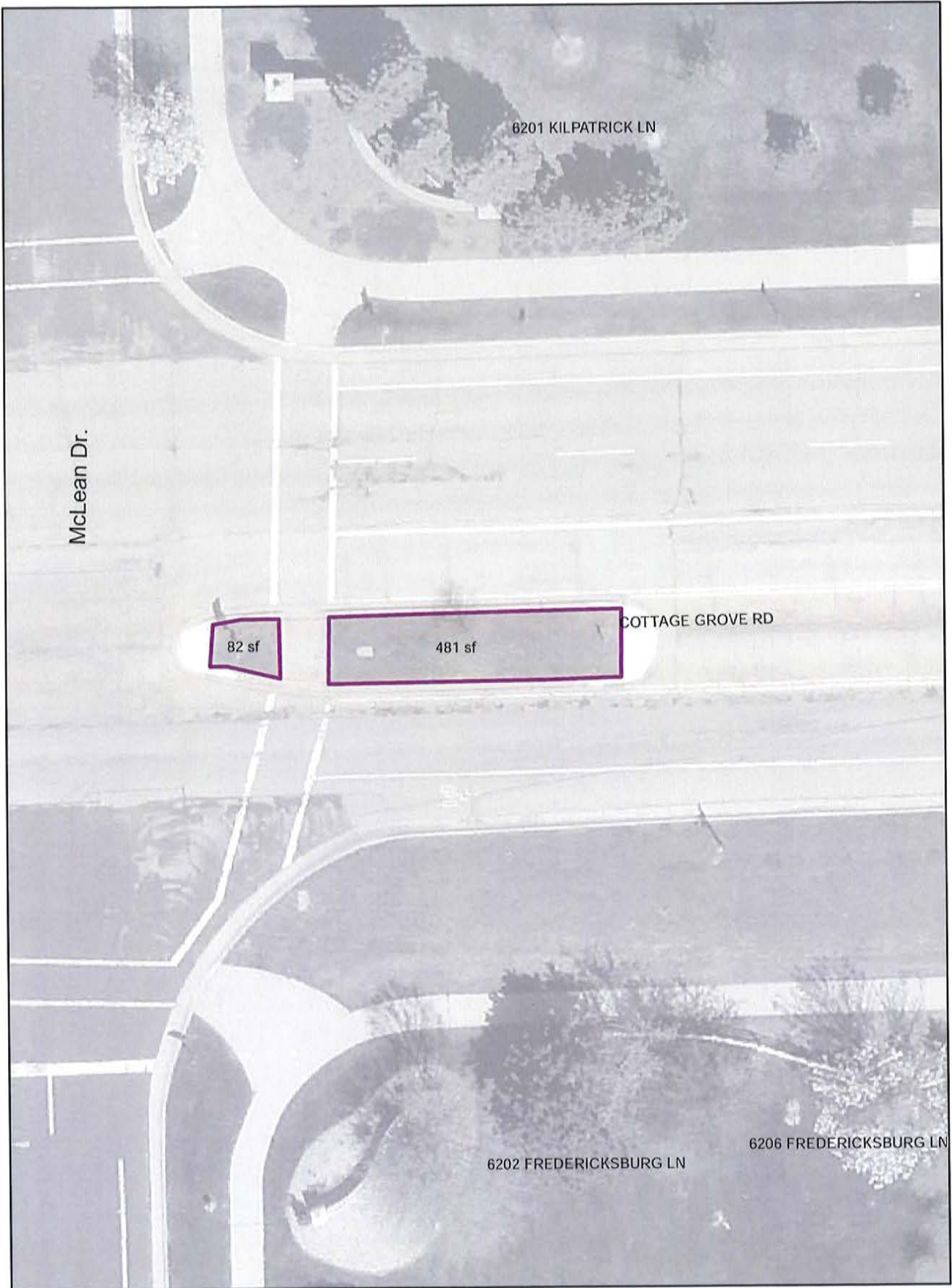


NOTE: Seeded to shortgrass prairie spring 2020. Contractor to establish and maintain.



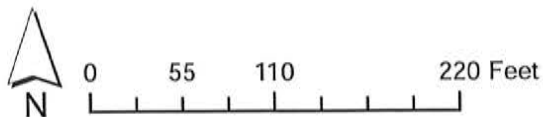
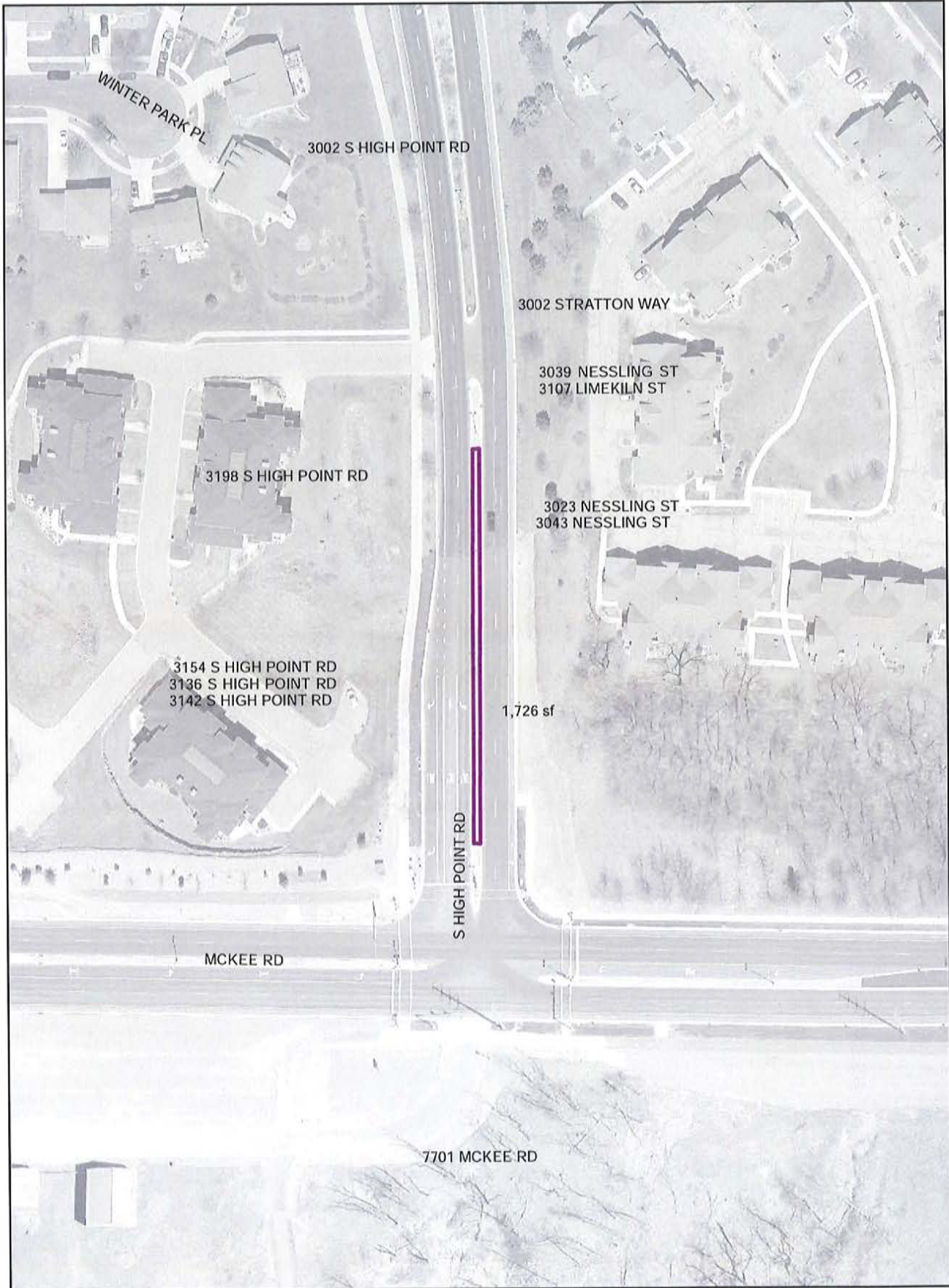
NOTE: Seeded to shortgrass prairie spring 2020. Contractor to establish and maintain.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



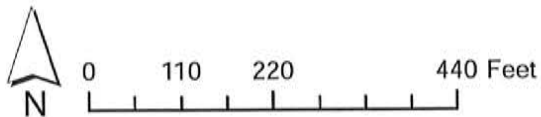
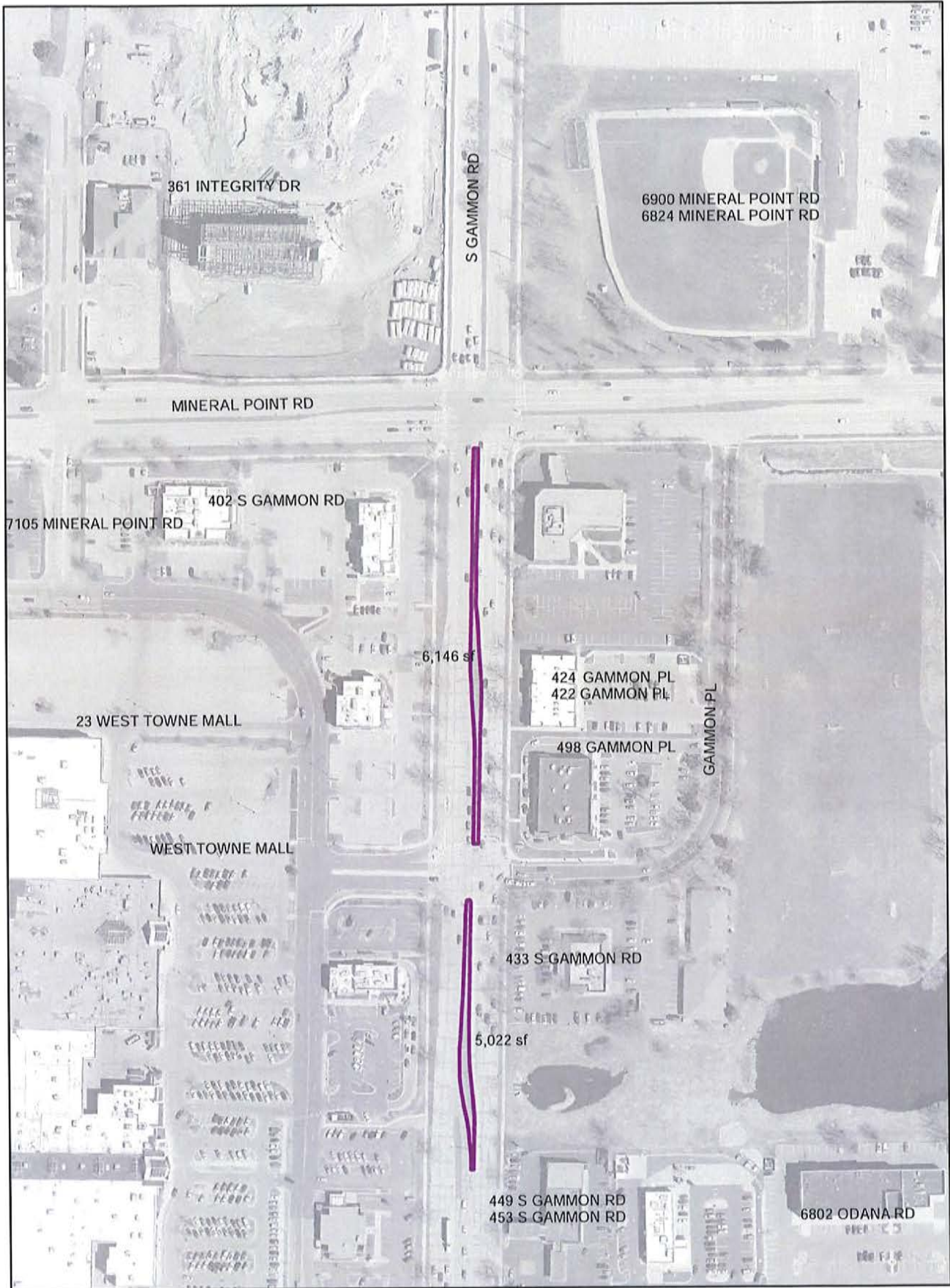
NOTE: Seeded to shortgrass prairie spring 2020 Contractor to establish and maintain.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



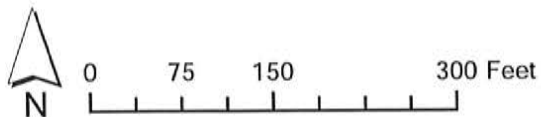
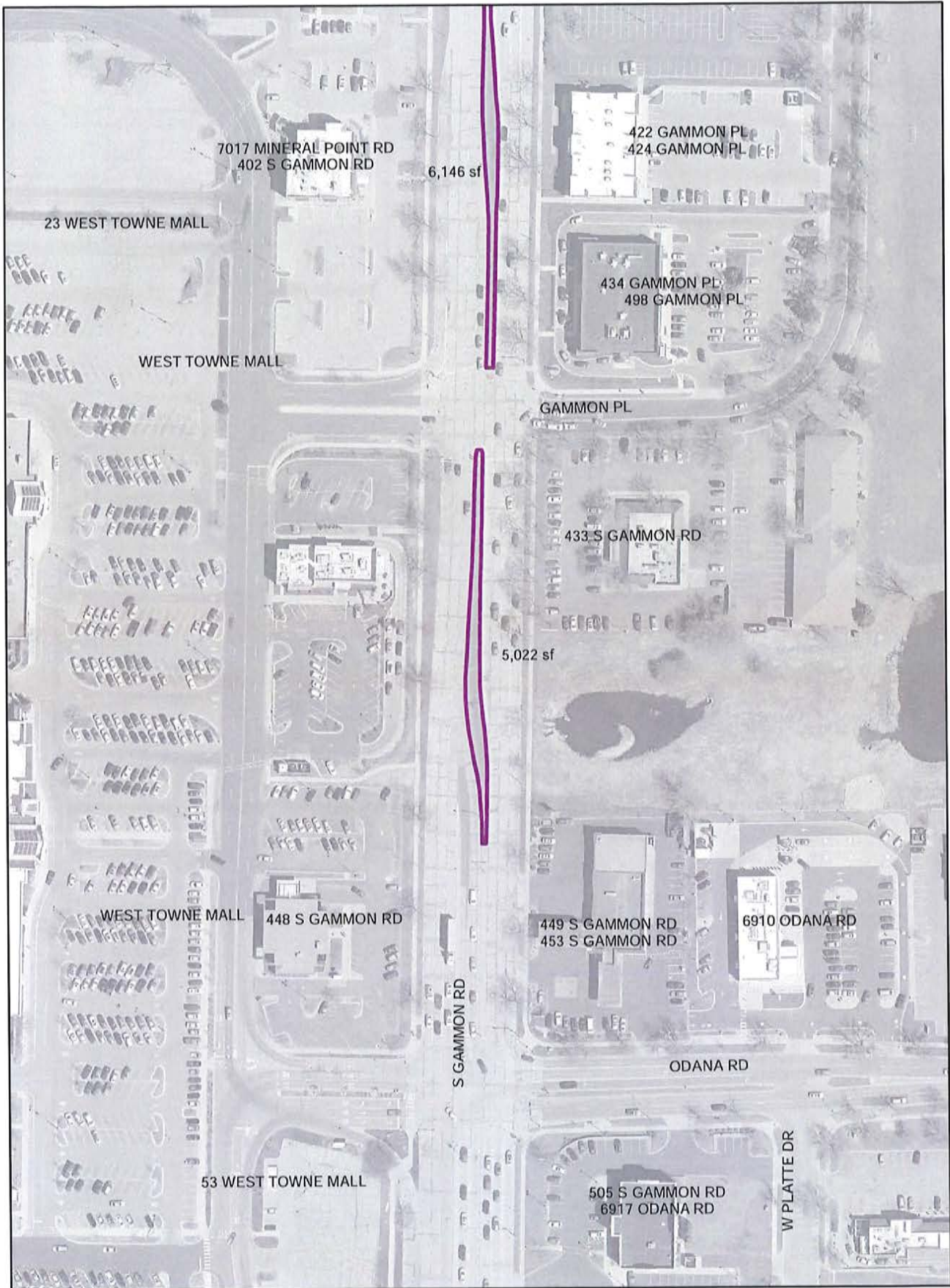
NOTE: Seeded to shortgrass prairie Jan. 2020 Contractor to establish and maintain.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



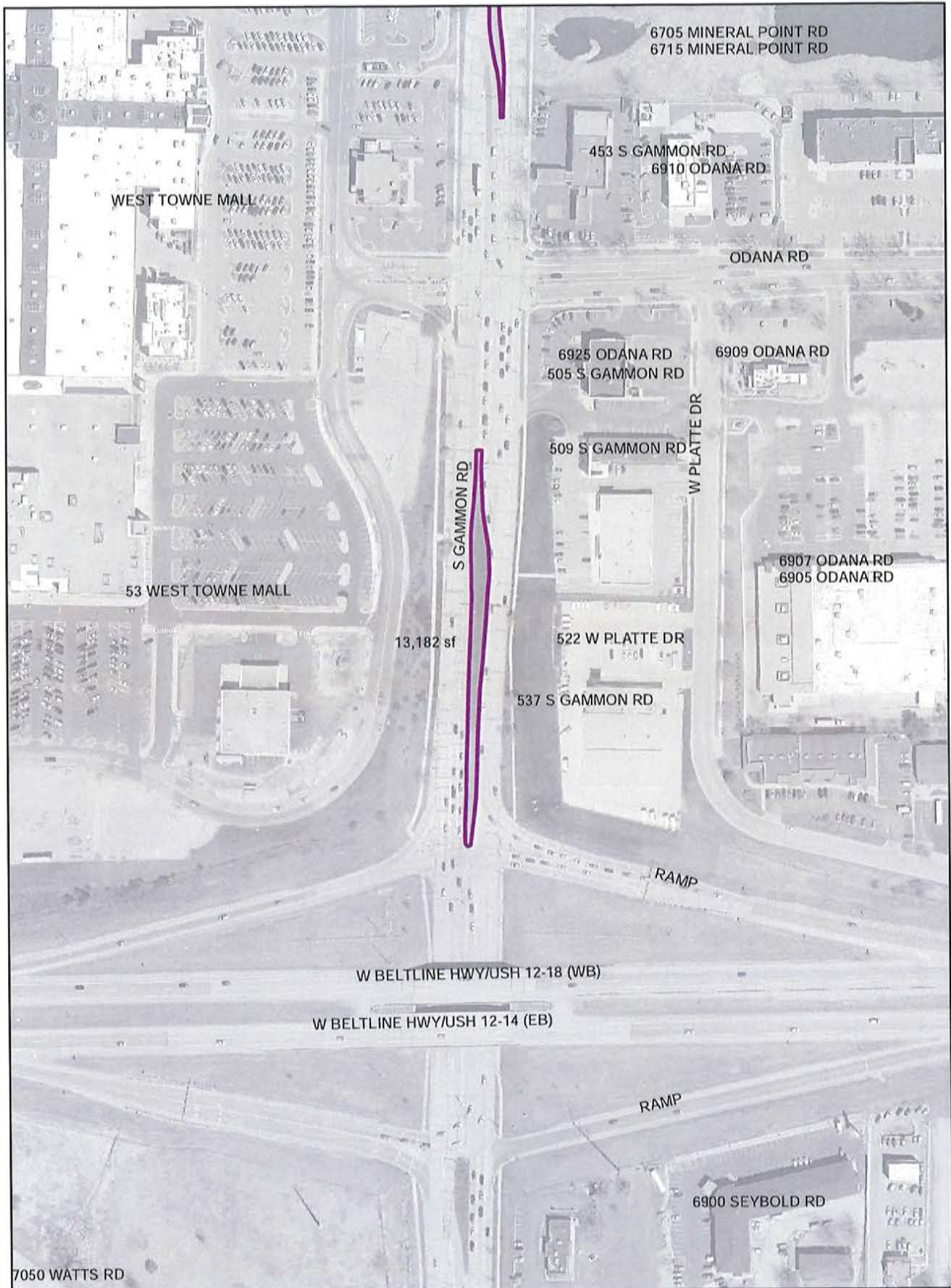
NOTE: Gammon Rd from Mineral Pt Rd to Odana, planted shortgrass prairie spring 2020. Contractor to establish and maintain.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



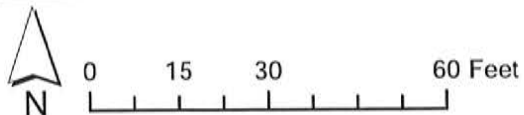
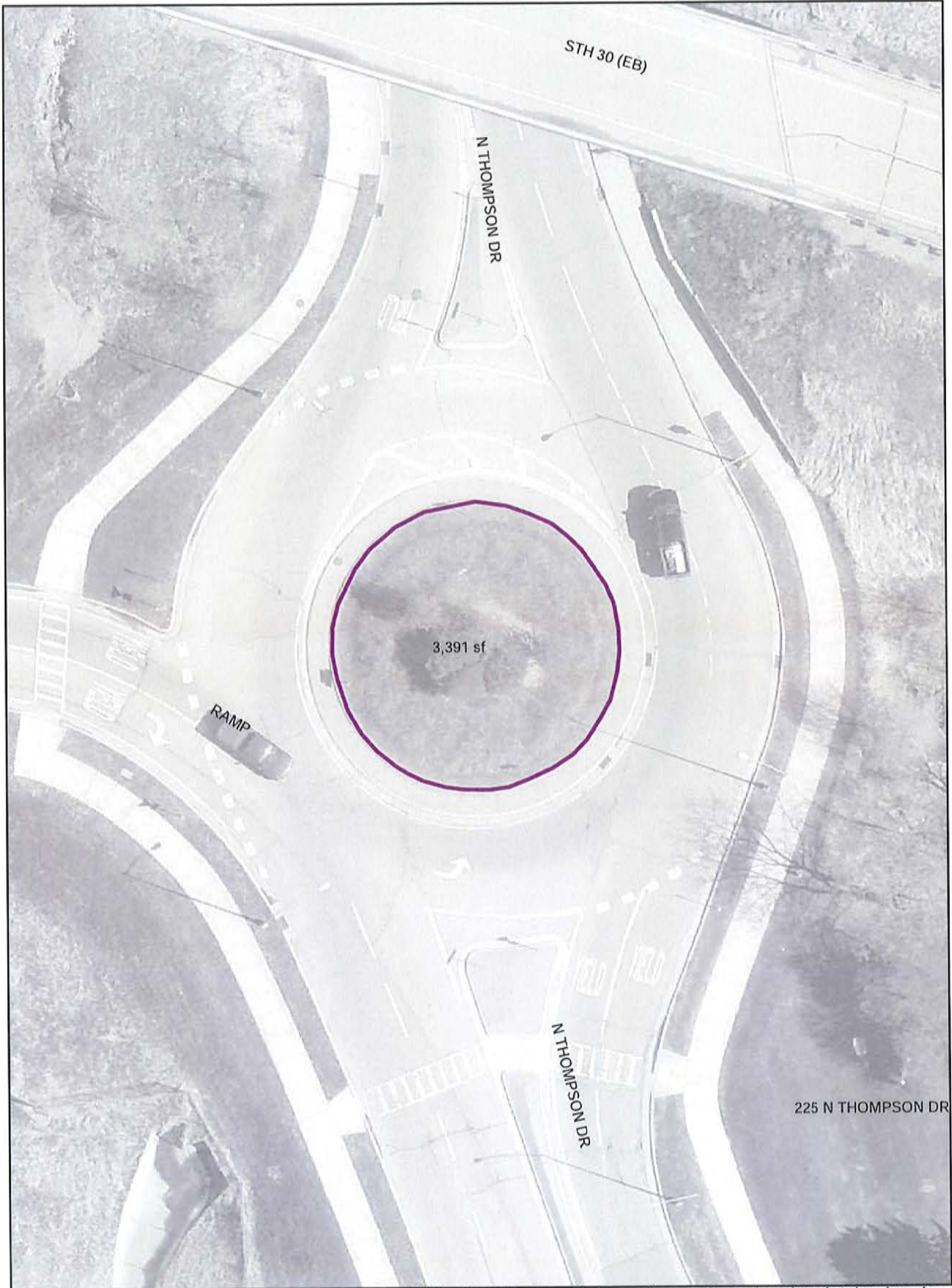
NOTE: Gammon Rd from Mineral Pt Rd to Odana, planted shortgrass prairie spring 2020. Contractor to establish and maintain. Page 11 of 32

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



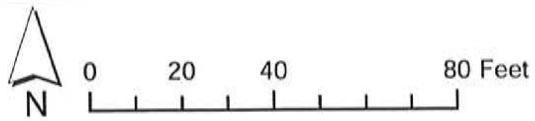
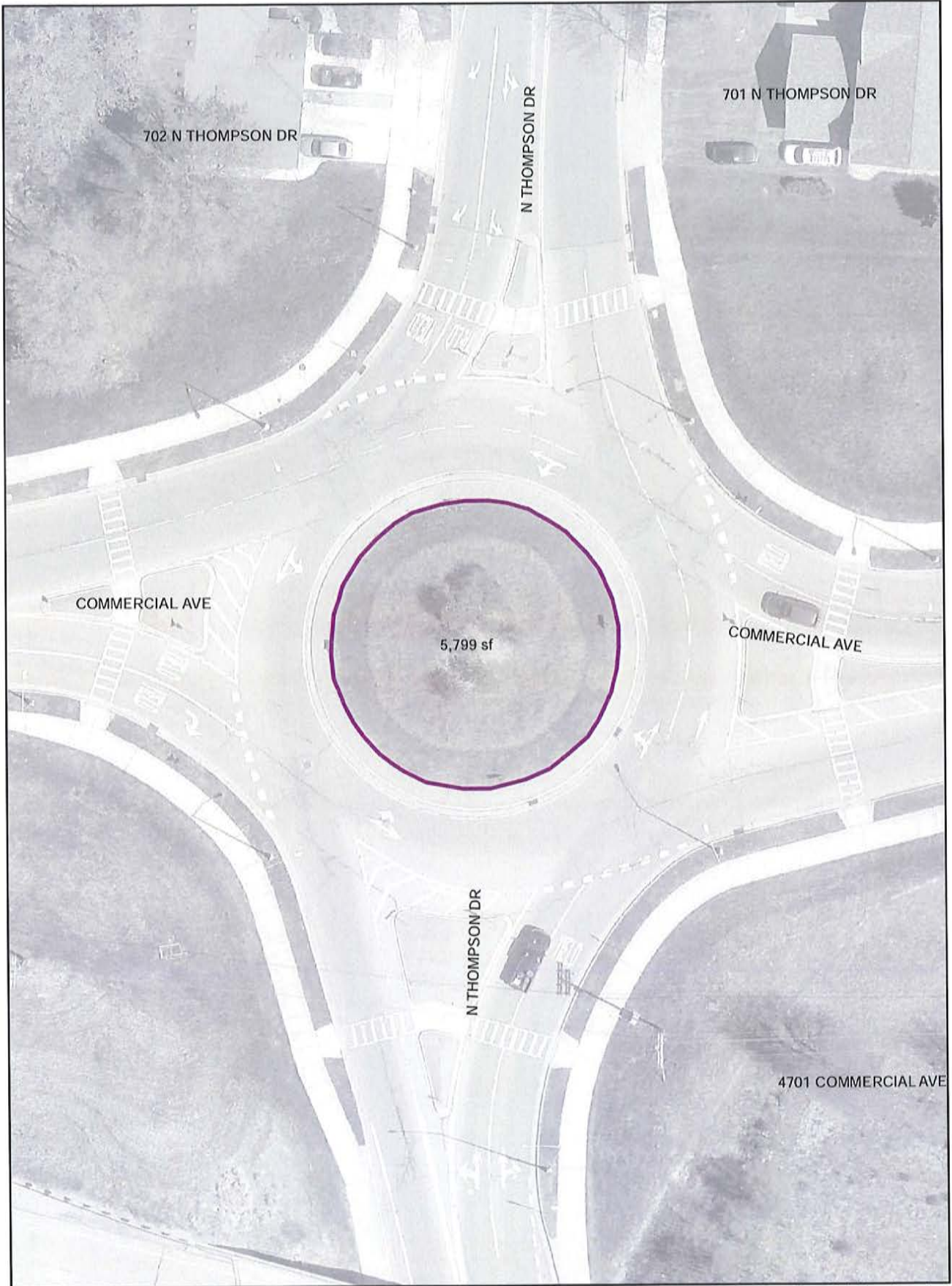
0 115 230 460 Feet

NOTE: Gammon Rd at Beltline, planted shortgrass prairie spring 2020.
Contractor to establish and maintain.



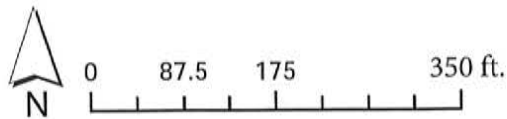
NOTE: The interior of this median is planted and maintained under a different contract. The exterior shall be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



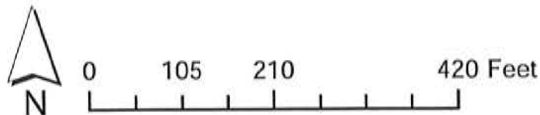
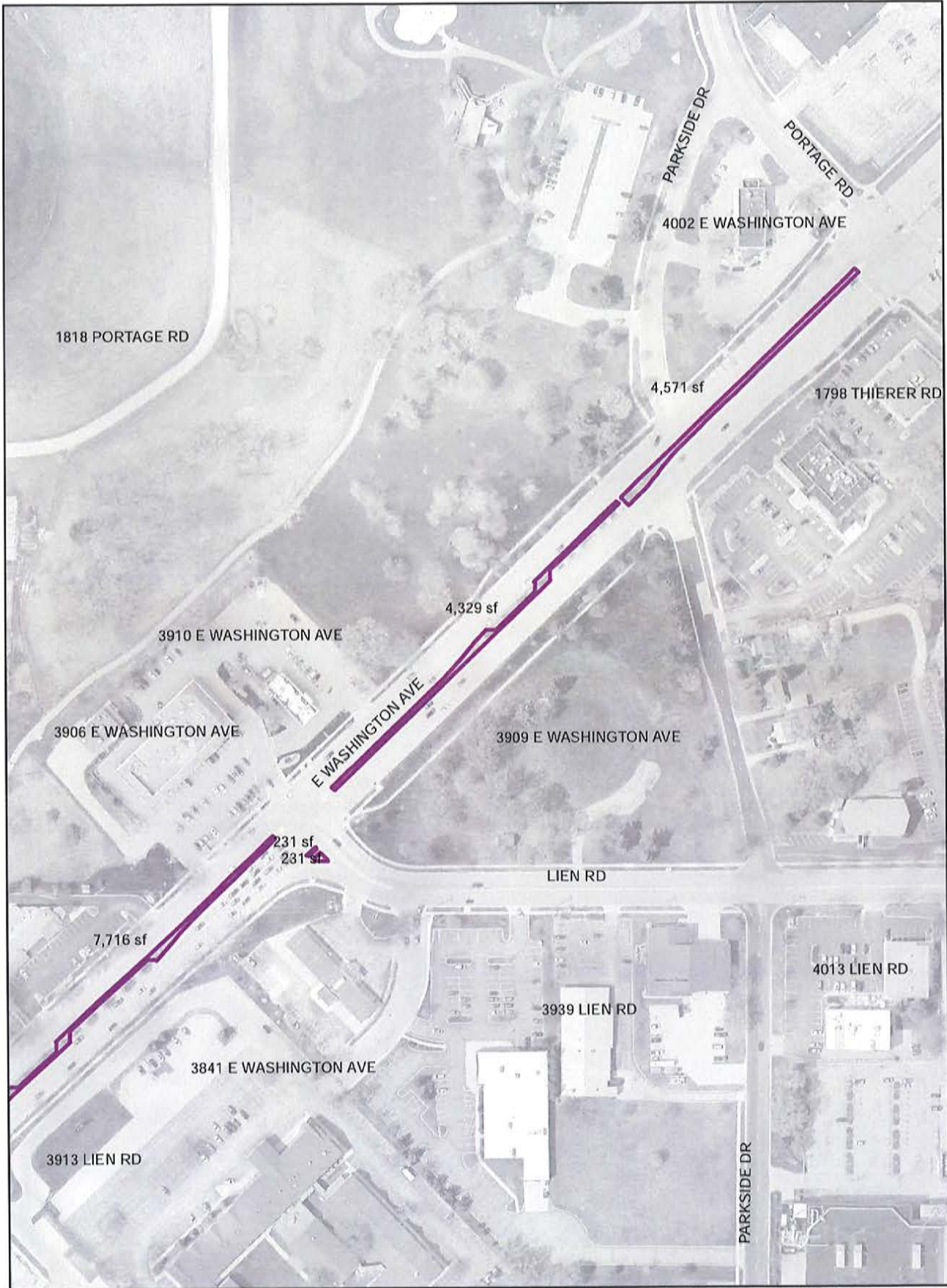
NOTE: The interior of this median is planted and maintained under a different contract. The exterior shall be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



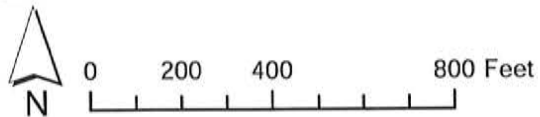
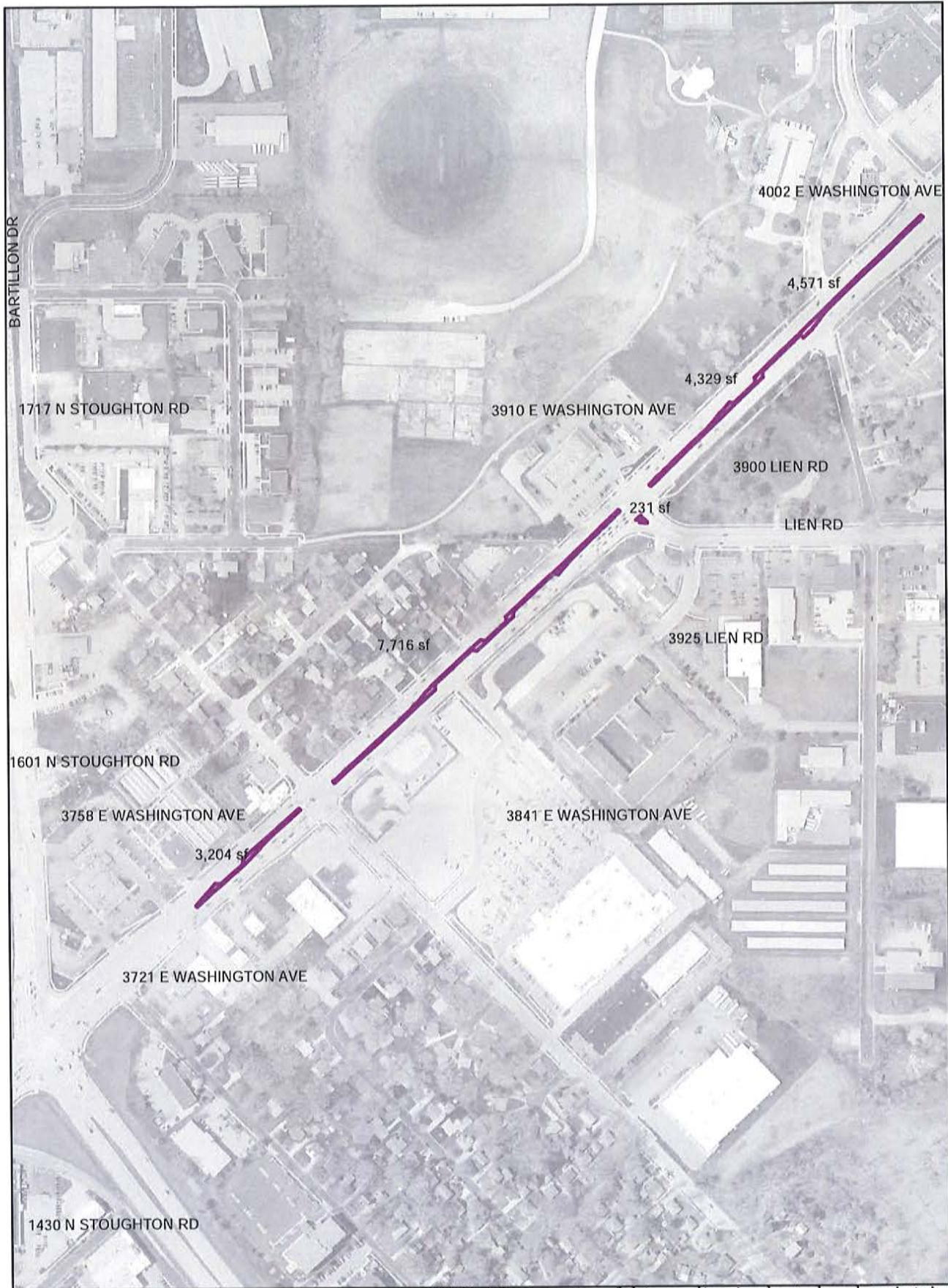
NOTE: The interior of this median is planted and maintained under a different contract. The exterior shall be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



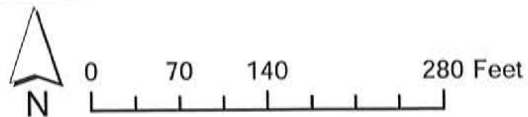
NOTE: The interior of this median is planted and maintained under a different contract. The exterior shall be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



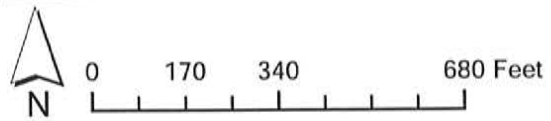
NOTE: The interior of this median is planted and maintained under a different contract. The exterior shall be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



NOTE: The interior of this median is planted and maintained under a different contract. The exterior shall be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

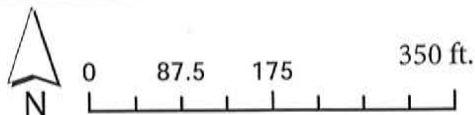
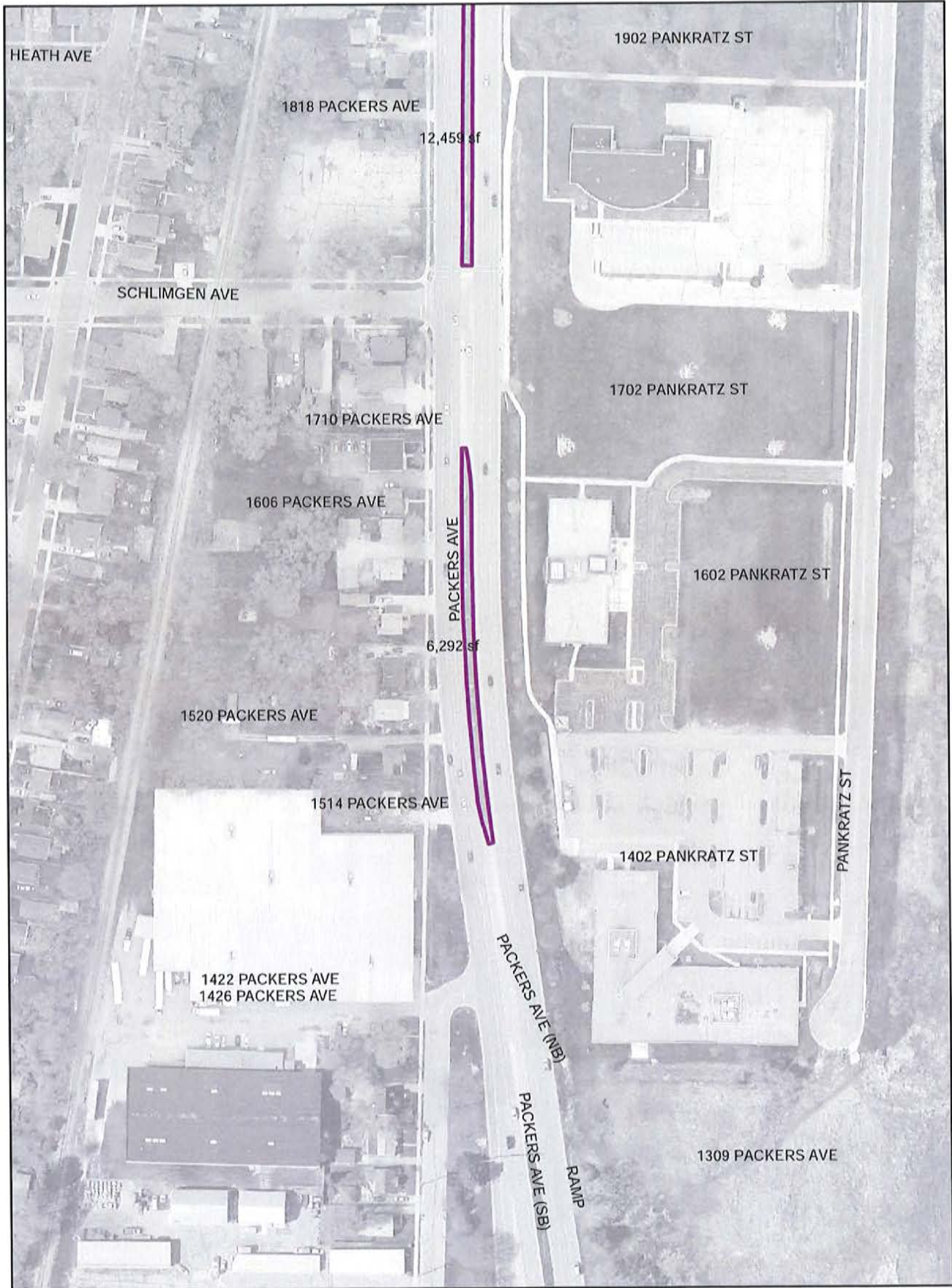
Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



NOTE: To be seeded to low mow fescue by Contractor in fall

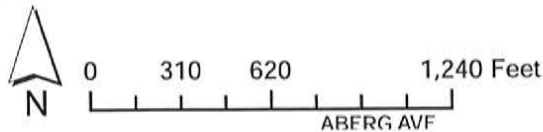
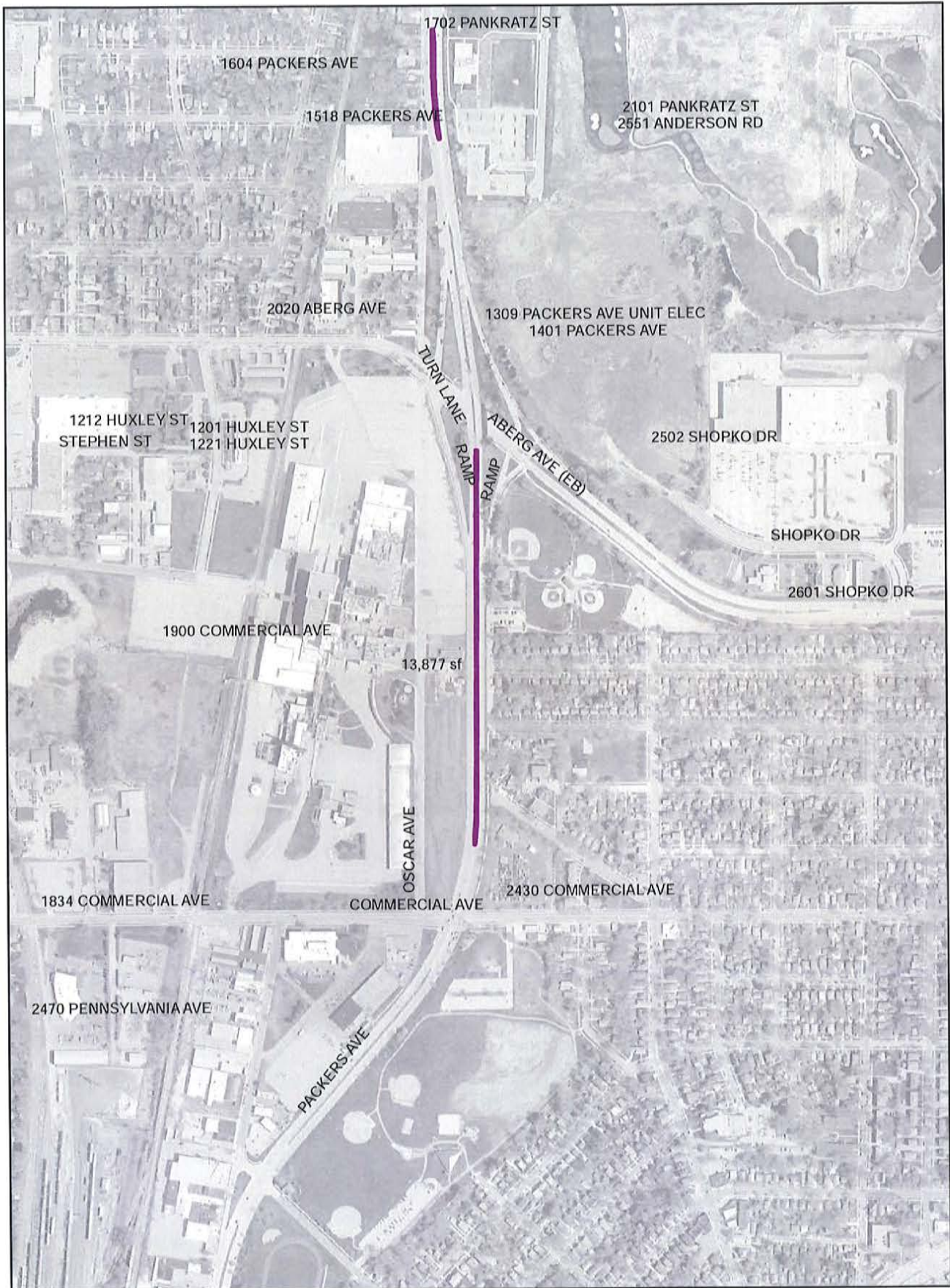
2020, established and maintained in 2021 by Contractor. Page 19 of 32

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



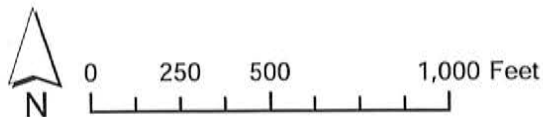
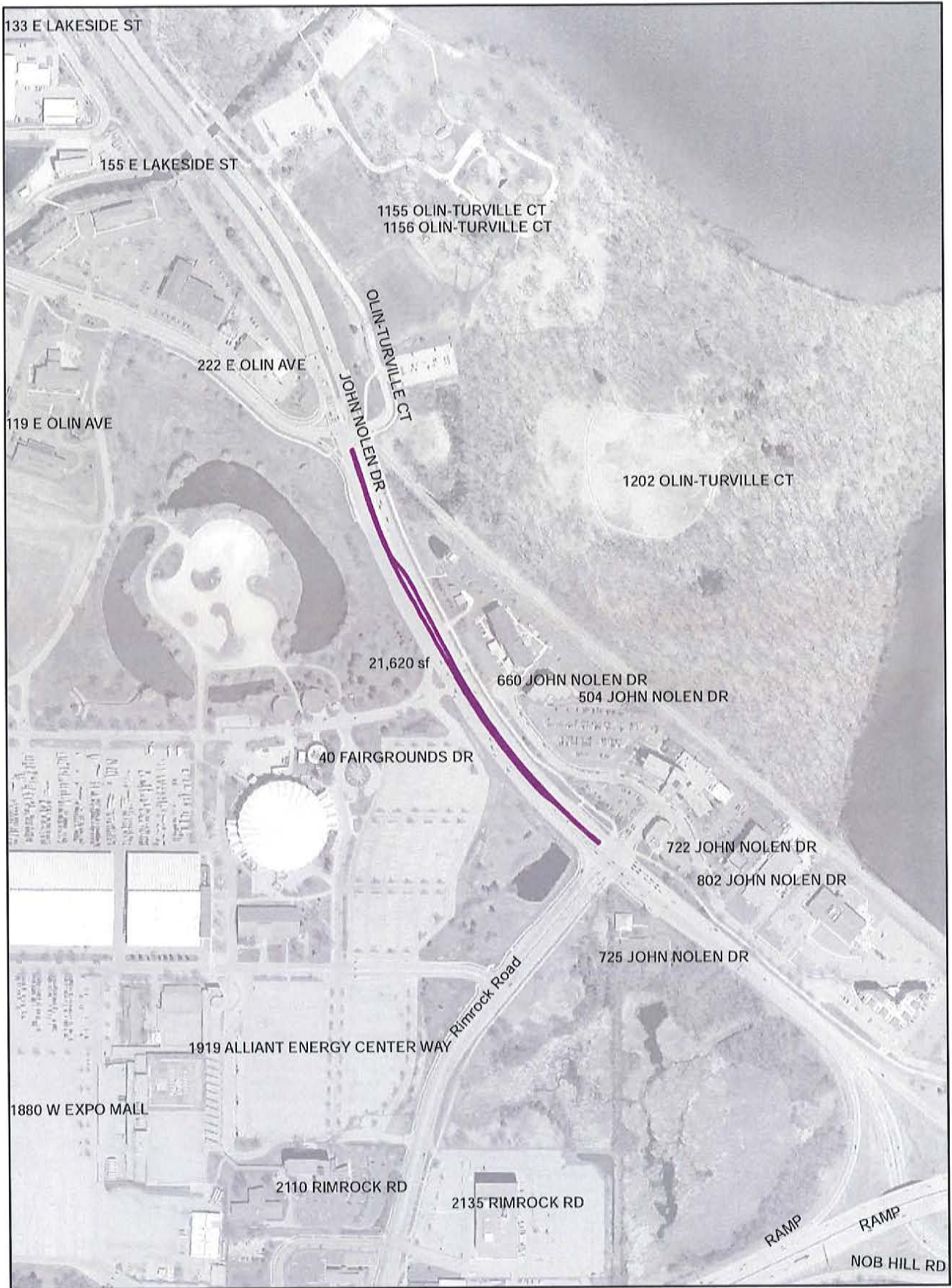
NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



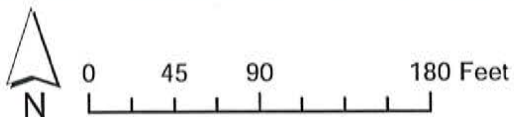
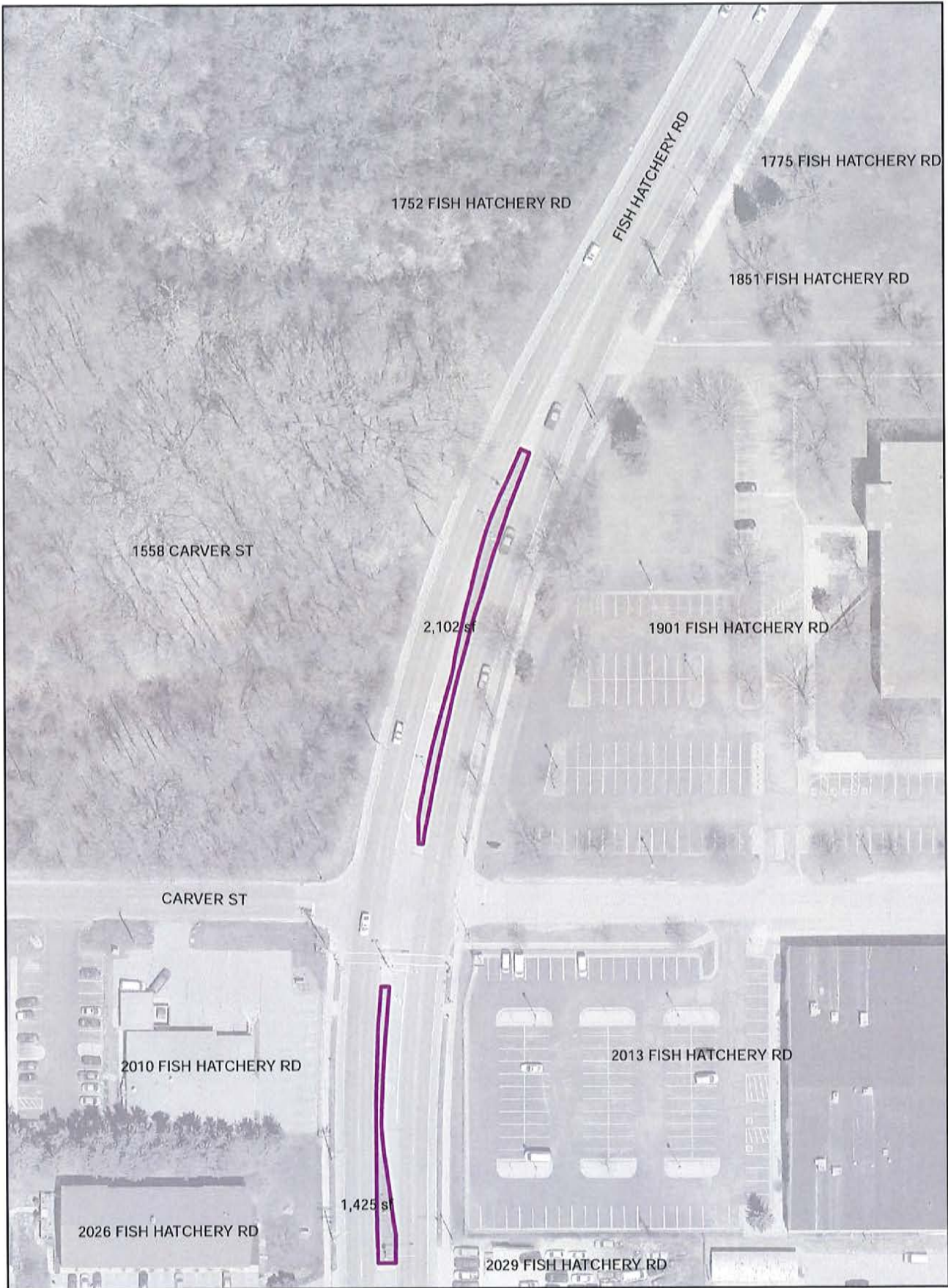
NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
 City of Madison Engineering



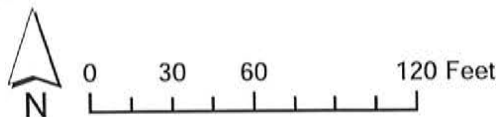
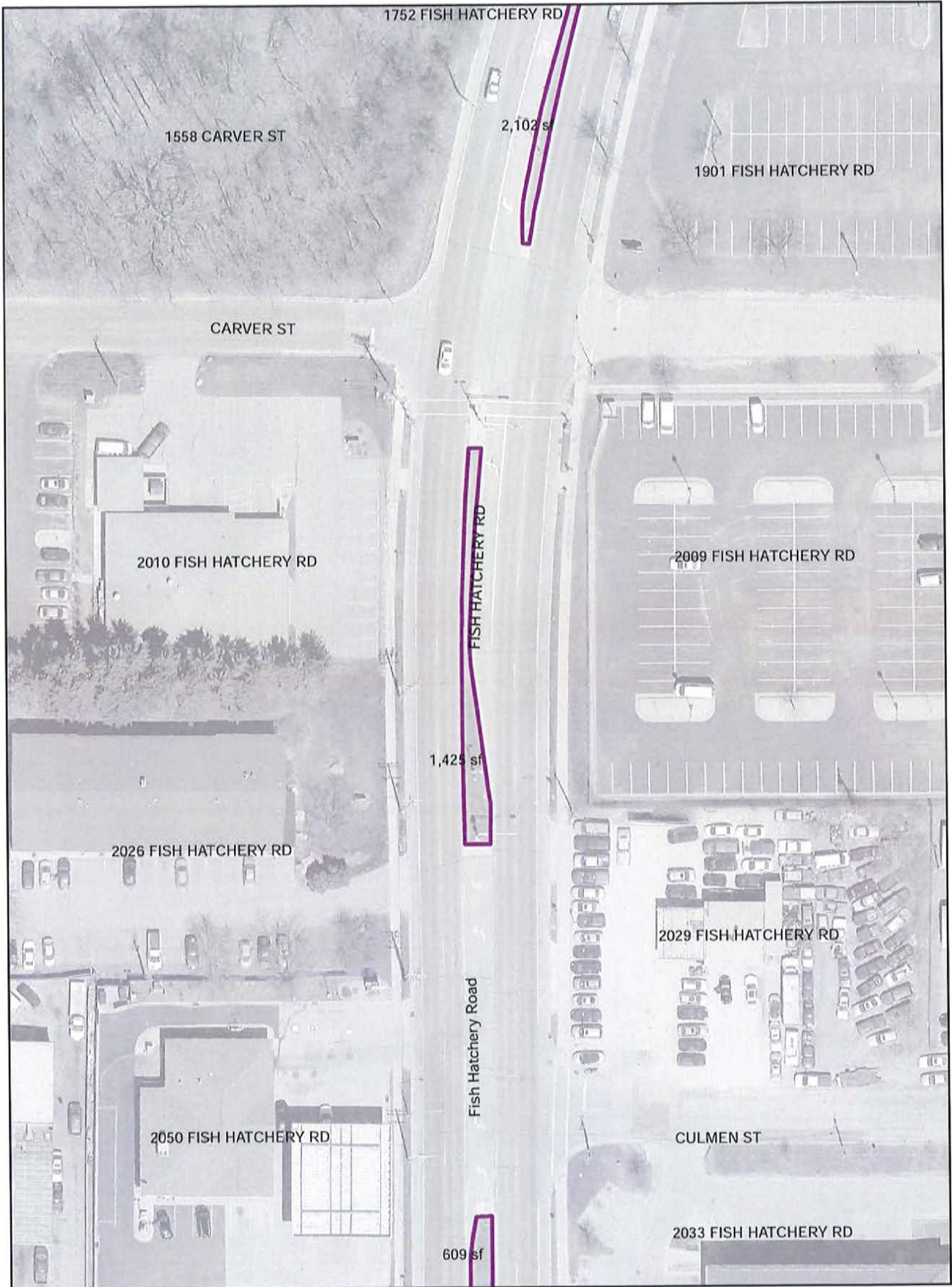
NOTE: The interior of this median is planted and maintained under a different contract. The exterior shall be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering

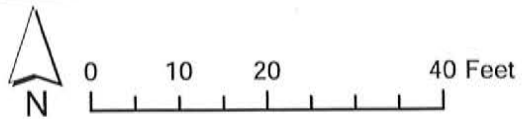
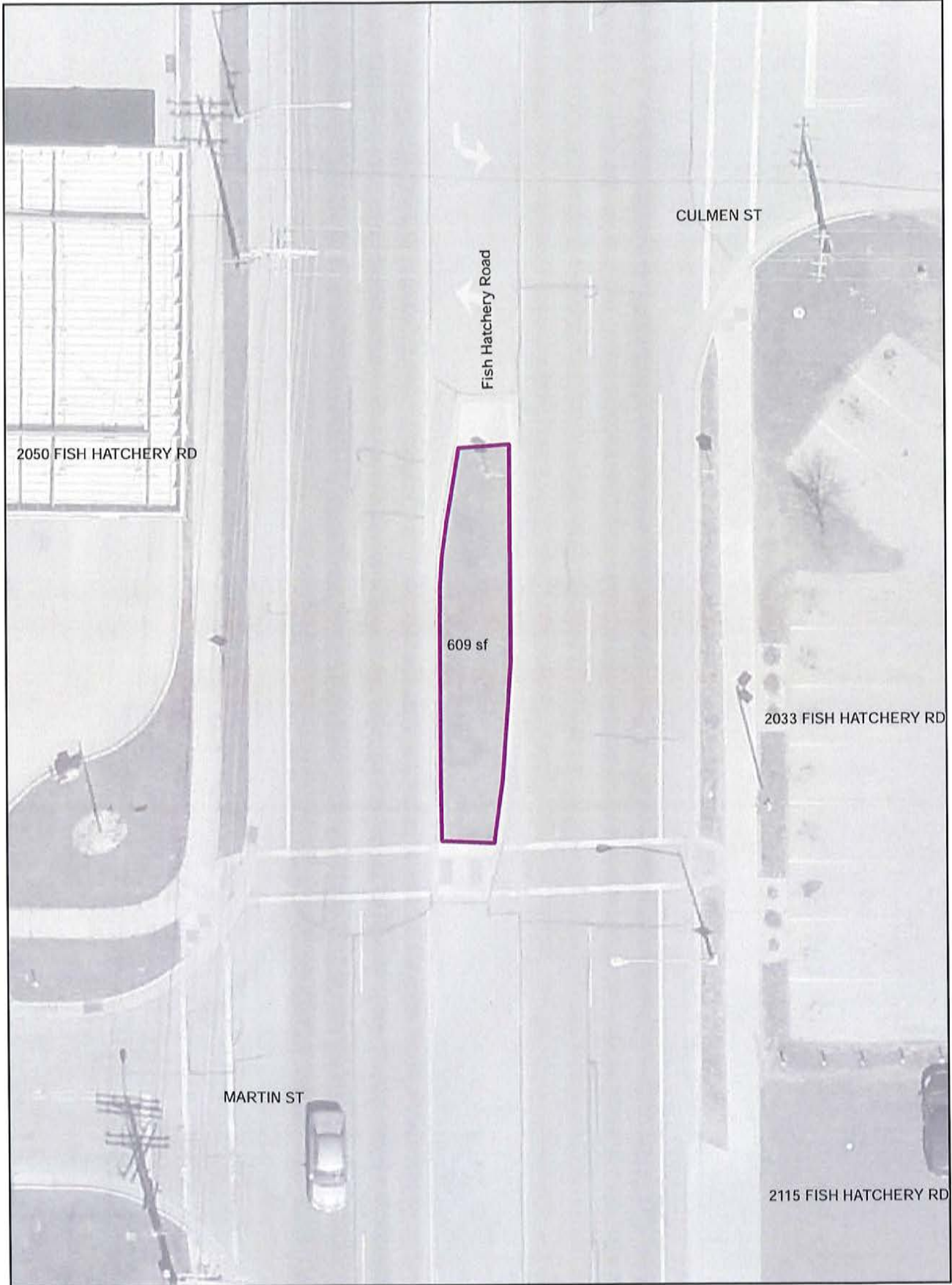


NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering

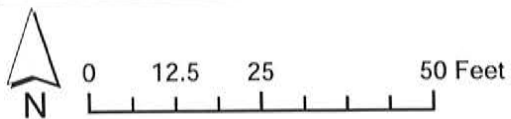
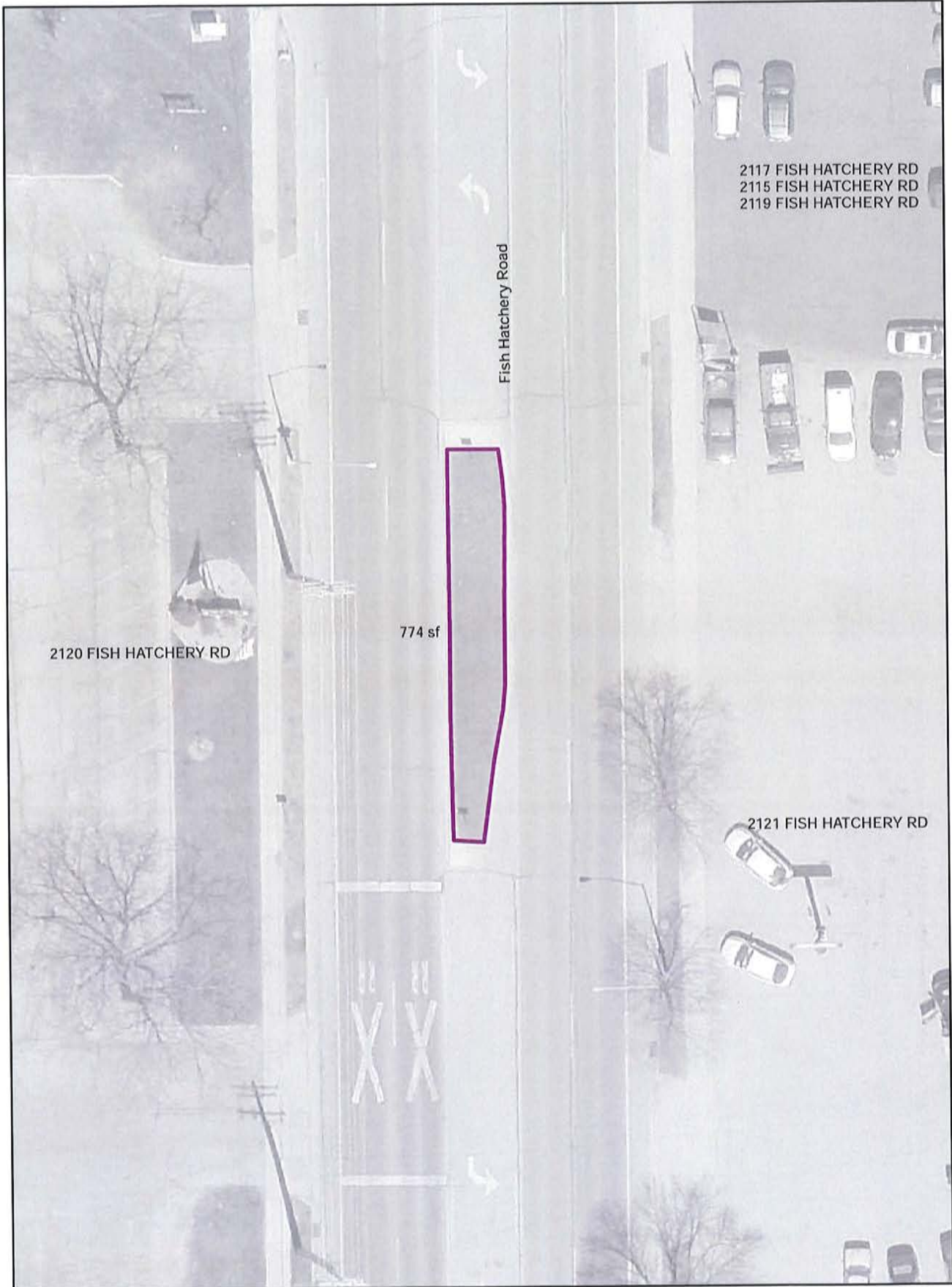


NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.



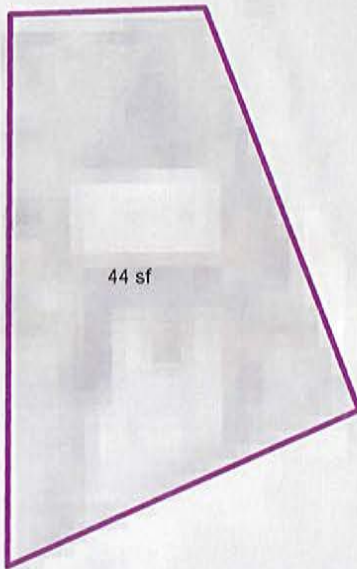
NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



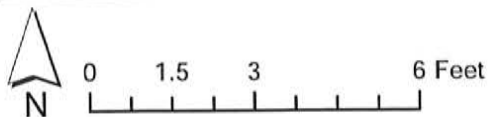
NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

2120 Fish Hatchery Rd

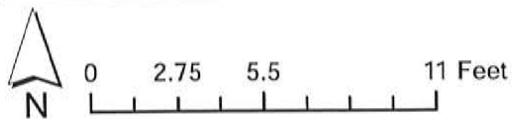
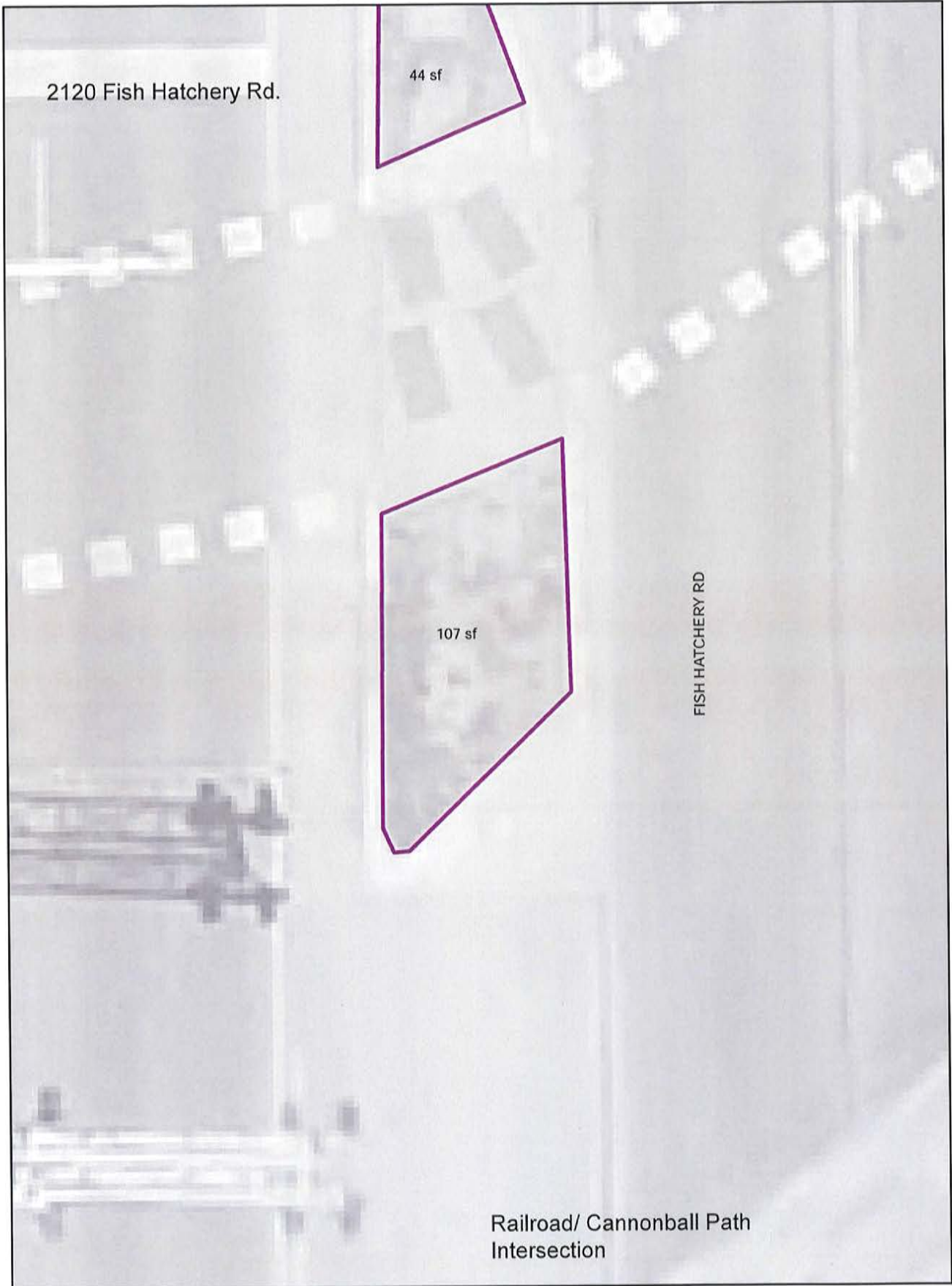


FISH HATCHERY RD

Railroad/ Cannonball Path
Intersection

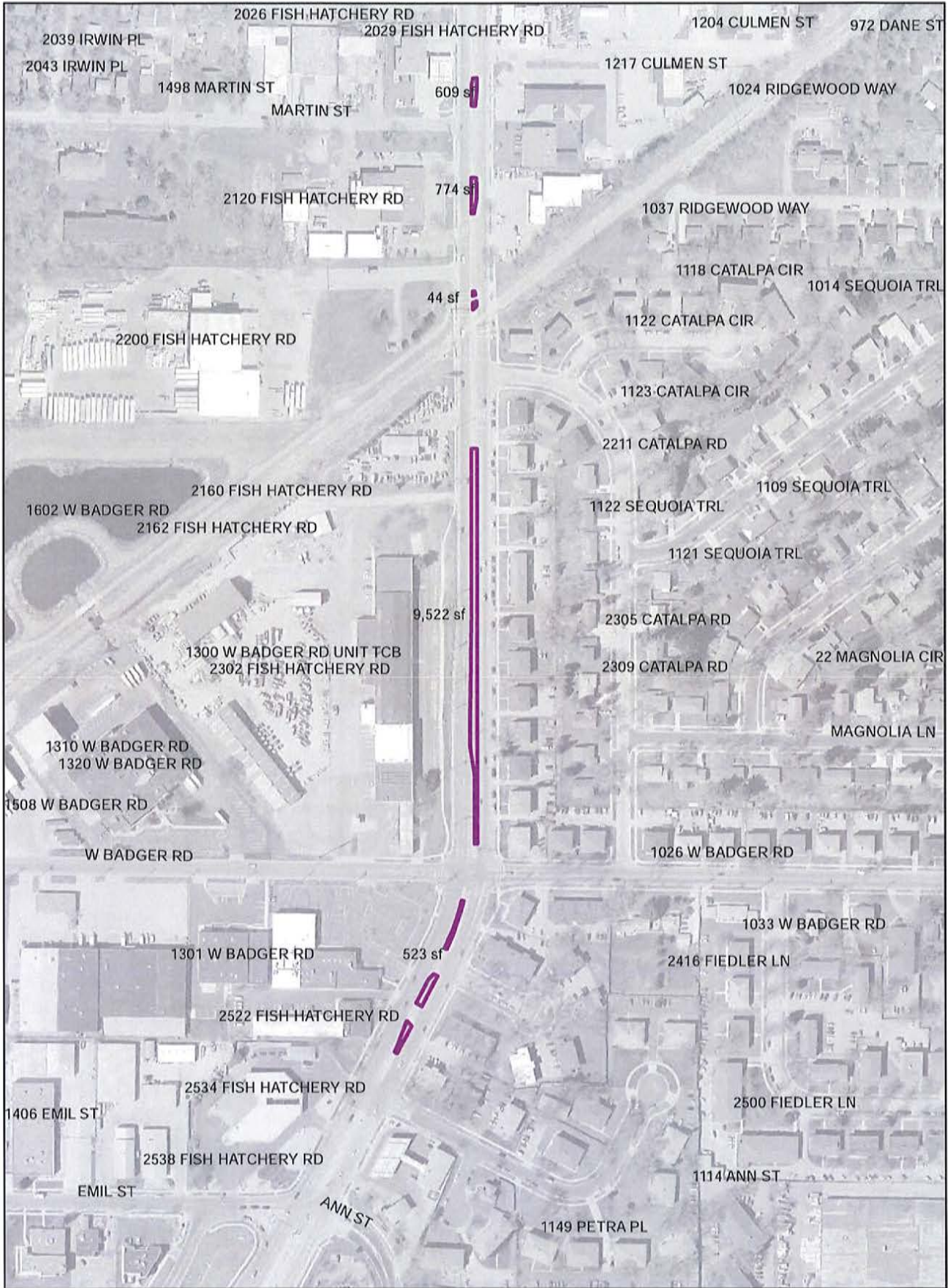


NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.



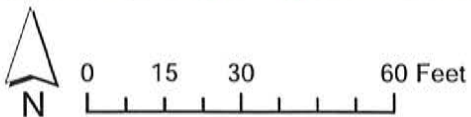
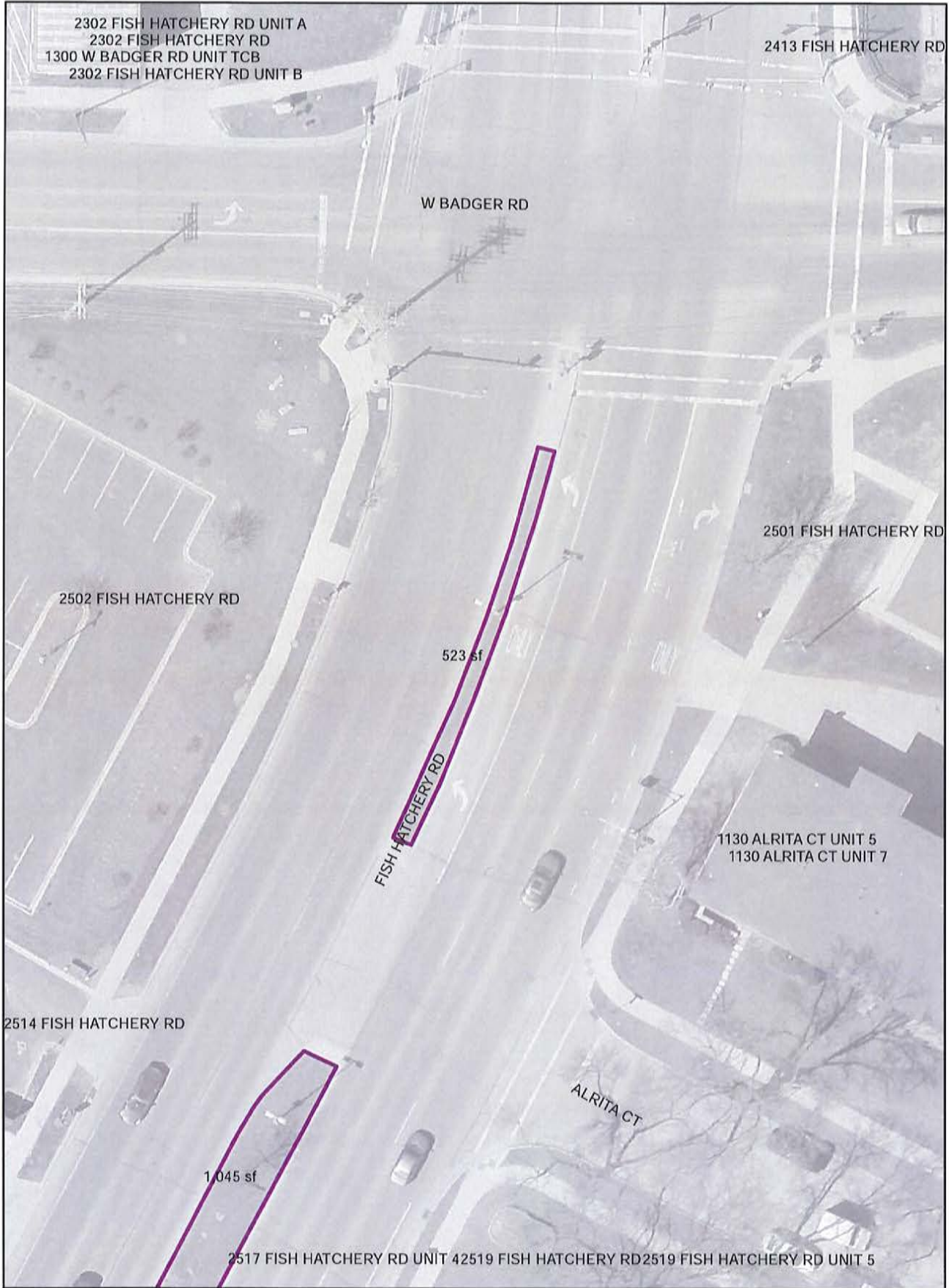
NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
 City of Madison Engineering



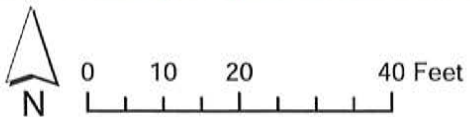
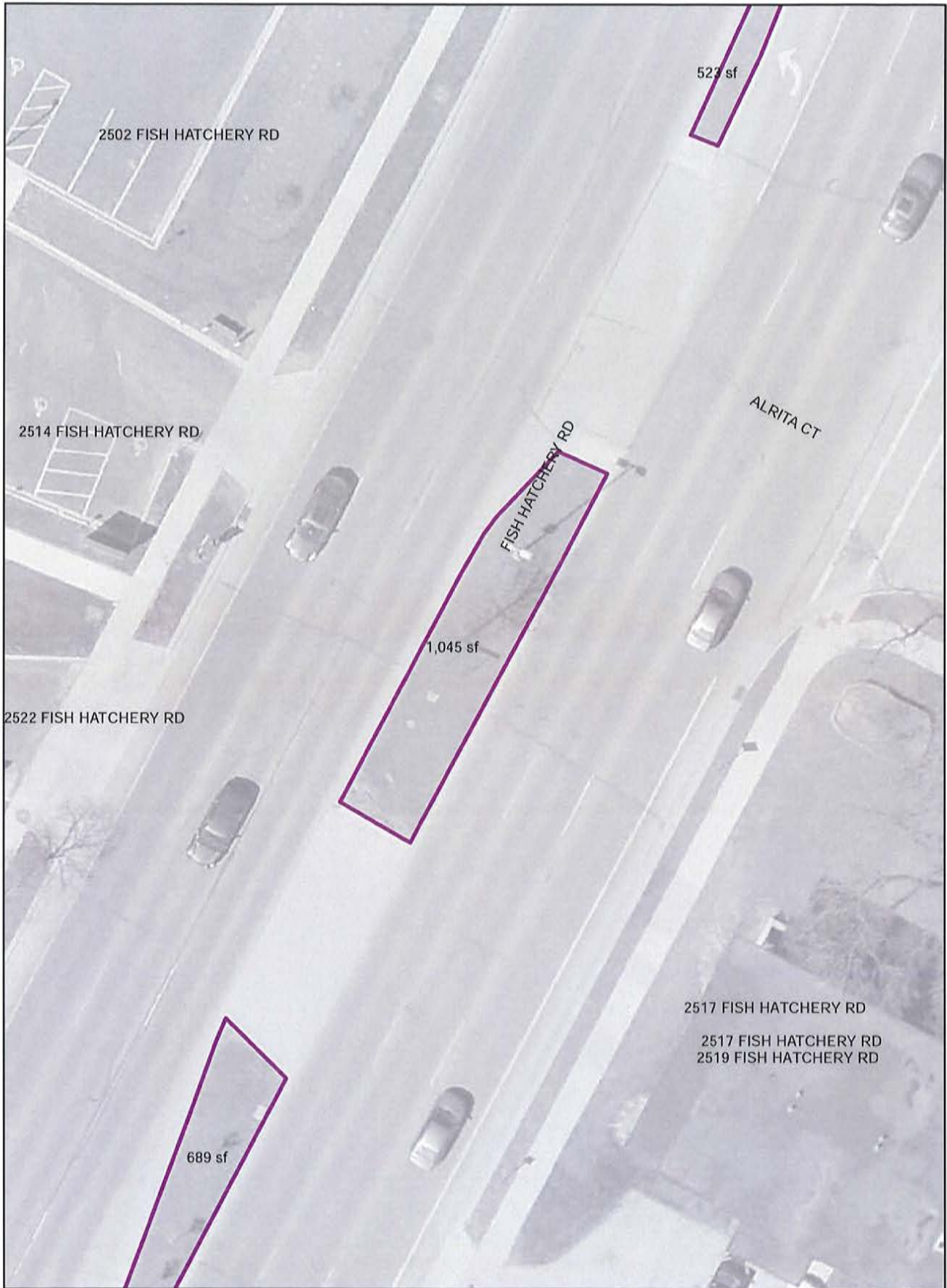
NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



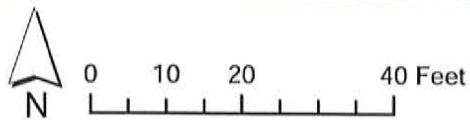
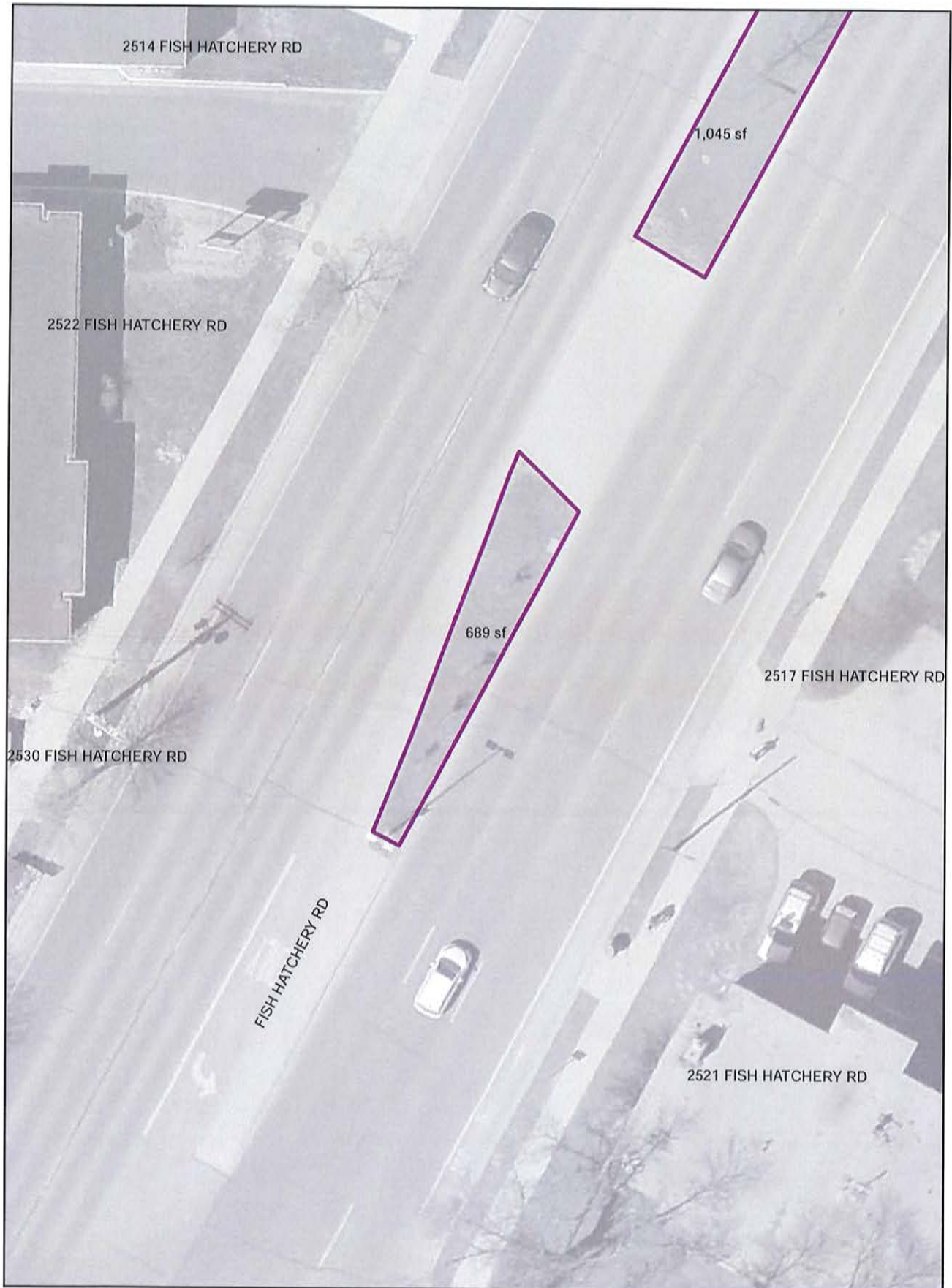
NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

Traffic Median Re-Vegetation 2020-2021
City of Madison Engineering



NOTE: To be seeded to low mow fescue by Contractor in fall 2020, established and maintained in 2021 by Contractor.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**TRAFFIC MEDIAN REVEGETATION AND MAINTENANCE
CONTRACT NO. 8913**

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 - 2020 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 Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of _____ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

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

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

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

SECTION F: BEST VALUE CONTRACTING
TRAFFIC MEDIAN REVEGETATION AND MAINTENANCE
CONTRACT NO. 8913

Best Value Contracting

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

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

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

**TRAFFIC MEDIAN REVEGETATION AND MAINTENANCE
CONTRACT NO. 8913**

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

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

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

TRAFFIC MEDIAN REVEGETATION AND MAINTENANCE CONTRACT NO. 8913

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

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

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

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

Countersigned:

	Company Name
Witness	Date
Witness	Date

	President
	Date
	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	City Attorney
Finance Director	Date
Witness	Date
Witness	Date

	Mayor
	Date
	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

**TRAFFIC MEDIAN REVEGETATION AND MAINTENANCE
CONTRACT NO. 8913**

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

Signed and sealed this _____ day of _____

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Approved as to form:

Surety Seal
 Salary Employee Commission

City Attorney

By _____
Attorney-in-Fact

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

Date

Agent Signature