

BID OF _____

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2016 STREET TREE REPLACEMENTS

CONTRACT NO. 7598

PROJECT NO. 17453

MUNIS NO. 17453-51-200-010000

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>

**2016 STREET TREE REPLACEMENTS
CONTRACT NO. 7598**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendant

EMK: DVK

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:	2016 STREET TREE REPLACEMENTS
CONTRACT NO.:	7598
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	October 30, 2015
BID SUBMISSION (1:00 P.M.)	November 6, 2015
BID OPEN (1:30 P.M.)	November 6, 2015
PUBLISHED IN WSJ	October 23 & October 30, 2015

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 by hand to 1600 EMIL ST., MADISON, WI 53713 or online at 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 - 2015 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.

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/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
2016 STREET TREE REPLACEMENTS
CONTRACT NO. 7598

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 or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

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 \$55,500 for a single trade contract; or equal to or greater than \$271,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 107.7: MAINTENANCE OF TRAFFIC

Contractor shall be responsible for maintaining traffic flow over or along the street and maintain adequate protection on all approaches, intersections, and driveways. All traffic control signage and maintenance thereof as per BPW Standard.

SECTION 109.2: PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received.

All planting installation shall occur during the month of May of 2016 and shall be carried out at a rate so as to secure full completion within the contract times outlined in Section 109.7.

Contractor shall attend a pre-planting meeting with City of Madison Forestry staff at the Goodman Maintenance Facility, 1402 Wingra Creek Parkway, Madison, Wisconsin before the project begins – at a mutually agreeable date to be determined after Common Council acceptance of Contract and start date for Contract (between 4/4/2016 & 5/2/2016)

SECTION 109.7: TIME OF COMPLETION

Contract shall be completed by June 3, 2016.

SECTION 209.1 DESCRIPTION

This project is for planting trees in tree grates & concrete cutout sites using 2.0 – 2.5" caliper Balled and Burlapped planting stock.

SECTION 209.2 MATERIALS

Trees sizes specified as 2.0" caliper shall be a minimum of 2.0" caliper, and a maximum size of 3.0" caliper. Trees sizes specified as 2.5" caliper shall be a minimum of 2.5" caliper, and a maximum size of 3.0" caliper.

Tree roots systems shall be free of girdling and encircling roots – trees that are found to have girdling or encircling roots will not be accepted.

Any torn or broken roots shall be pruned back to the point at which they were torn or broken.

Tree branching shall be evenly spaced around the trunk without excessive gaps between the whorls.

SECTION 209.3 DIGGING HANDLING AND PACKING PLANT STOCK

Root balls shall not be allowed to dry out between time they are dug from the nursery and planting.

SECTION 209.4 CONSTRUCTION METHODS

The Contractor shall be responsible for the care of the trees once trees have been shipped and delivered to them from the nursery. City of Madison Forestry requires a 48-hour notice to make an appointment to accept the nursery stock at the Contractors receiving site. If a tree is damaged during the Contractor's care, the Contractor shall be responsible for securing another tree of the same species and size. The replacement tree(s) will require the approval of the City of Madison Forestry. Contractor shall provide City Forester with the nursery source of each tree species prior to project start date.

Trees shall be planted on center within the terrace at the green "T" painted on the curb unless otherwise specified on the planting route. If an underground utility conflict exists that may inhibit using the designated planting site, City of Madison Forestry must be contacted in order to determine a new site at the same address, different site within the project area or eliminate the tree all together. If a tree(s) is eliminated from the project, City of Madison Forestry will not be charged for the planting of the tree(s).

Contractor may need to remove entire trees, or stumps in sites where trees are smaller diameter or recent plantings. Removal of trees or stumps shall be considered incidental to the planting.

Contractor may encounter concrete, utilities, roots and portions of trunk while excavating new planting sites that may prevent placing tree at the proper planting depth. If planting site cannot be moved to a different location in the tree terrace, portions of the lower part of the root ball may need to be shaved or removed to place the tree at the proper planting depth. Contractor must receive permission from City of Madison Forestry Representatives prior to relocating trees away from designated planting sites or to alter the size of the root ball if underground obstructions are present.

Contractor shall deliver Planting Information Door Hangers at all residential properties after each tree is planted. The information cards will be provided by the City Forestry Section.

The Contractor shall provide a tentative plan for completing the project (for example, address or species planting order).

Planting holes may be machine dug. If site does not allow machine digging to take place due to underground utility conflicts, the Contractor will be required to hand dig the planting hole.

No extra dirt, sod or mulch shall remain on the terrace, street or sidewalk at the close of each workday.

If contractor plans to dig planting sites at least one day in advance of planting, permission shall be obtained from City Forestry prior to digging. If planting sites are dug in advance of placing a tree, open holes shall be covered and barricaded. Open holes cannot be left unattended or unprotected.

SECTION 209.5 BACKFILL MATERIAL

All general terrace tree plantings shall be thoroughly watered, staked and mulched at the initial planting unless specified otherwise by City Forester. All general terrace tree planting sites shall be backfilled with excavated soil. Contractor shall be responsible for disposing surplus soil. The sod from the plant hole may not be used for backfill. Refer to **Standard Detail Drawing 2.01 – Standard Planting Technique for Trees in Turf Areas** for all general terrace tree plantings.

If staking is required to stabilize plantings, banding for support staking shall be connected independently from each support stake to the tree. Banding material shall be at least one (1) inch wide or greater.

Grate and *Cutout* tree planting sites will require soil replacement. Contractor shall remove all soil and material for the entire length and width of the grate or cutout, and to the depth required to plant the new root ball. Contractor shall be responsible for disposing soil and all waste material. All *Grate* and *Cutout* tree planting sites shall be backfilled with improved soil mixture of 2:1:1 of topsoil:sand:peat moss by volume per the State of Wisconsin Standard Specifications 632.2.3.4. All *Grate* tree planting sites shall be mulched with 3-6 inches of #2 washed stone. All *Cutout* tree planting sites shall be mulched with 2-3 inches of crushed red granite. All *Grate* and *Cutout* tree planting sites shall be watered thoroughly at the initial planting. Staking is not required for *Grate* tree sites unless specified by City Forester. Refer to **Standard Detail Drawing 2.02 – Standard Planting Technique for Trees in Tree Grates** for all grate tree plantings.

SECTION 209.6 ACCEPTANCE AND GUARANTEE

Contractor shall provide City Forester a list of addresses that were planted at the end of each work week or upon request for inspection and acceptance.

H.P. = High Pressure Gas
H.V. = High Voltage Elec.
F.O. = Fiber Optic
Telcon = Telephone Conduit
Elcon = Electric Conduit

**2016 SPRING CONTRACT 7598- EAST
GRATE CUTOUT SITES**

DIST				STREET NAME	LOCATION	NO	Size	Stock	VARIETY	HIGH PROFILE CONFLICT	IN TERRACE	UNDER SIDEWALK	UNDER ROAD	CLEAR
1	TIF 32	120	N	Henry St	LFT - 4th tree S of W Dayton - GRATE	1	2.0"	B&B	Autumn Gold Ginkgo					
1	TIF 25	111	W	Main St	2nd tree on S Hamilton St- GRATE	1	2.0"	B&B	Street Keeper Honeylocust					
1	TIF 25	111	W	Main St	4th tree on S Hamilton St- GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					
1	TIF 25	111	S	Hamilton St	LFT- GRATE (current grate broken)	1	2.0"	B&B	New Horizon Elm					
1	TIF 25	111	S	Hamilton St	3rd tree S of W Main St. on the E side of street in GRATE	1	2.0"	B&B	Cleveland Select Pear					
1	TIF 25	121	S	Hamilton St	LFT- 4th tree N of W Doty - GRATE	1	2.0"	B&B	Cleveland Select Pear					
	TIF 25	121	S	Hamilton St	3rd tree N of W Doty St - GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					
1	TIF 25	121	S	Hamilton St	CFT- GRATE	1	2.0"	B&B	New Horizon Elm					
1	TIF 25	121	S	Hamilton St	RFT- 1st tree N of W Doty - GRATE	1	2.0"	B&B	Autumn Gold Ginkgo					
1	TIF 25	126	S	Hamilton St	RFT- 3rd tree N of W Doty St - GRATE	1	2.0"	B&B	Street Keeper Honeylocust					
1	TIF 25	126	S	Hamilton St	CFT- 2nd tree N of W Doty St - GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					
1	TIF 25	15	E	Main St	3rd tree W of S Pinckney St along Walgreens- GRATE	1	2.0"	B&B	Autumn Gold Ginkgo					
1	TIF 25	15	E	Main St	2nd tree W of S Pinckney St along Walgreens- GRATE	1	2.0"	B&B	Skyline Honeylocust					
1		101		King St	2nd tree E of S Pinckney St - GRATE --12" STUMP	1	2.0"	B&B	New Horizon Elm					
1		108		King St	RFT- GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					
1		118		S Pinckney St	CFT - GRATE	1	2.0"	B&B	Street Keeper Honeylocust					
1	TIF 25	203		King St	LFT along Great Dane- GRATE	1	2.5"	B&B	Autumn Gold Ginkgo					

FOR QUESTIONS OR CONFLICTS CONTACT BRIAN MEILLER, FORESTRY SPECIALIST AT (608)-444-2673 CELL OR (608) 266-4890 OFFICE . IF AN EMERGENCY CALL (608) 266-4816.

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H.V. = High Voltage Elec.
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Elcon = Electric Conduit

**2016 SPRING CONTRACT 7598- EAST
GRATE CUTOUT SITES**

DIST					STREET NAME	LOCATION	NO	Size	Stock	VARIETY	HIGH PROFILE CONFLICT	IN TERRACE	UNDER SIDEWALK	UNDER ROAD	CLEAR
1	TIF 25		101		S Webster St	1st tree on King St - need to enlarge CUTOUT	1	2.0"	B&B	Princeton Sentry Ginkgo					
1	TIF 25		148		E Wilson St	RFT- need to enlarge CUTOUT	1	2.0"	B&B	New Horizon Elm					
1			3		S Pinckney St	4th tree N of E. Main St. - GRATE	1	2.0"	B&B	Autumn Gold Ginkgo					
1			19		N Pinckney St	CFT - GRATE	1	2.0"	B&B	Cleveland Select Pear					
1			22		E Mifflin St	1st tree W of bus stop - GRATE	1	2.0"	B&B	Autumn Gold Ginkgo					
1	TIF 32		10		W Mifflin St	6th tree W of Wisconsin Ave- GRATE	1	2.0"	B&B	New Horizon Elm					
1	TIF 32		201		State St	1st tree on W Mifflin St along the Overature Center- GRATE	1	2.0"	B&B	Cleveland Select Pear					
1	TIF 32 EAB		204		State St	1st tree on W Dayton St - GRATE- 4" ASH REMOVAL	1	2.0"	B&B	Street Keeper Honeylocust					
1	TIF 32 EAB		204		State St	RFT- GRATE--3" ASH REMOVAL	1	2.0"	B&B	Princeton Sentry Ginkgo					
1	TIF 32		339		State St	CFT- GRATE	1	2.0"	B&B	New Horizon Elm					
1	TIF 32		423		State St	GRATE site	1	2.5"	B&B	Kentucky Coffeetree Espresso					
1	TIF 32		319		W Gorham St	CFT- GRATE	1	2.0"	B&B	New Horizon Elm					
1	TIF 32		328		W Gorham St	1st tree on N Broom St- GRATE	1	2.0"	B&B	Kentucky Coffeetree Espresso					
1	TIF 32		300	blk	W Johnson St	2nd tree E of N Broom St, S side of street along Capital Centre Apts in GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					
1	TIF 32		300	blk	W Johnson St	3rd tree E of N Broom St along Terry's Car Care -GRATE	1	2.0"	B&B	Skyline Honeylocust					
1	TIF 32		322		W Johnson St	4th tree E of N Broom - GRATE	1	2.0"	B&B	Street Keeper Honeylocust					

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**2016 SPRING CONTRACT 7598- EAST
GRATE CUTOUT SITES**

DIST					STREET NAME	LOCATION	NO	Size	Stock	VARIETY	HIGH PROFILE CONFLICT	IN TERRACE	UNDER SIDEWALK	UNDER ROAD	CLEAR
1	TIF 32		202	W	Gorham St	RFT- GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					
1	TIF 32		305	N	Frances St	RFT- GRATE	1	2.0"	B&B	New Horizon Elm					
1			615	W	Johnson St	1st tree E of Lake St in CUTOUT	1	2.0"	B&B	New Horizon Elm					
1			615	W	Johnson St	2nd tree E of Lake St in CUTOUT	1	2.0"	B&B	Kentucky Coffeetree Espresso					
1			821		University Ave	3rd tree E of N Park St, S side of University - GRATE	1	2.5"	B&B	Autumn Gold Ginkgo					
1	TIF 32		432	N	Lake St	GRATE site	1	2.5"	B&B	Autumn Gold Ginkgo					
1	TIF 32		636		State St	GRATE site	1	2.5"	B&B	Autumn Gold Ginkgo					
1	TIF 32		661		State St	CFT- GRATE	1	2.0"	B&B	New Horizon Elm					
1			602		Langdon St	LFT-GRATE	1	2.5"	B&B	Autumn Gold Ginkgo					
1	TIF 32		505	N	Frances St	LFT- plant in round GRATE on Mall property	1	2.0"	B&B	Cleveland Select Pear.					
1	TIF 32		505	N	Frances St	CFT- plant in round GRATE on Mall property	1	2.0"	B&B	Cleveland Select Pear					
1	TIF 32		211	N	Carroll St	on W Dayton St, 2nd tree W of Wisconsin Ave along MATC - GRATES	1	2.0"	B&B	Skyline Honeylocust					
1	TIF 32		211	N	Carroll St	RFT-along MATC - GRATES	1	2.0"	B&B	Autumn Gold Ginkgo					
1	TIF 32		211	N	Carroll St	LFT-along MATC - GRATES	1	2.0"	B&B	Skyline Honeylocust					
1	TIF 32		214	N	Carroll St	LFT- along parking ramp - GRATE	1	2.0"	B&B	Autumn Gold Ginkgo					
1			1	W	Dayton St	CFT- along Concourse Hotel - GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					

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**2016 SPRING CONTRACT 7598- EAST
GRATE CUTOUT SITES**

DIST				STREET NAME	LOCATION	NO	Size	Stock	VARIETY	HIGH PROFILE CONFLICT	IN TERRACE	UNDER SIDEWALK	UNDER ROAD	CLEAR
1		1	W	Dayton St	LFT- along Concourse Hotel - GRATE	1	2.0"	B&B	Street Keeper Honeylocust					
1		1	W	Dayton St	2nd tree on Wisconsin Ave- GRATE	1	2.0"	B&B	Autumn Gold Ginkgo					
1		101		Wisconsin Ave	2nd tree SE of E Dayton St, NE side of Wisconsin - GRATE	1	2.0"	B&B	New Horizon Elm					
1		101		Wisconsin Ave	1st tree SE of E Dayton St, NE side of Wisconsin - GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					
1		101		Wisconsin Ave	1st tree on E Dayton St- GRATE	1	2.0"	B&B	Street Keeper Honeylocust					
1		101		Wisconsin Ave	2nd tree on E Dayton St- GRATE	1	2.0"	B&B	New Horizon Elm					
1		118	N	Pinckney St	2nd tree S of E Dayton along parking ramp GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					
1		120	E	Mifflin St	2nd tree W of N Webster St- GRATE	1	2.0"	B&B	New Horizon Elm					
1		120	E	Mifflin St	1st tree W of N Webster St - GRATE	1	2.0"	B&B	Princeton Sentry Ginkgo					
1		218	E	Mifflin St	1st tree on N Webster St along parking ramp - CUTOUT	1	2.0"	B&B	Skyline Honeylocust					
1		125	N	Hamilton St	1st tree S of E Dayton St on E side of street - GRATE	1	2.0"	B&B	Skyline Honeylocust					
1		103	N	Hamilton St	3rd tree N of E Mifflin St on E side of street - GRATE	1	2.0"	B&B	Skyline Honeylocust					
1	TIF 25	105	S	Butler St	RFT- need to enlarge CUTOUT	1	2.0"	B&B	New Horizon Elm					
1		703	E	Johnson St	RFT along Caribou Bar- GRATE	1	2.0"	B&B	Ivory Silk Japanese Tree Lilac					
1		1354		Williamson St	CFT- CUTOUT	1	2.0"	B&B	Autumn Gold Ginkgo					
1		1358		Williamson St	CFT- CUTOUT	1	2.0"	B&B	New Horizon Elm					

FOR QUESTIONS OR CONFLICTS CONTACT BRIAN MEILLER, FORESTRY SPECIALIST AT (608)-444-2673 CELL OR (608) 266-4890 OFFICE . IF AN EMERGENCY CALL (608) 266-4816.

H.P. = High Pressure Gas
H.V. = High Voltage Elec.
F.O. = Fiber Optic
Telcon = Telephone Conduit
Elcon = Electric Conduit

**2016 SPRING CONTRACT 7598- EAST
GRATE CUTOUT SITES**

DIST					STREET NAME	LOCATION	NO	Size	Stock	VARIETY	HIGH PROFILE CONFLICT	IN TERRACE	UNDER SIDEWALK	UNDER ROAD	CLEAR
1			2827		Atwood Ave	CFT- CUTOUT	1	2.0"	B&B	Ivory Silk Japanese Tree Lilac					

**FOR QUESTIONS OR CONFLICTS CONTACT BRIAN MEILLER, FORESTRY SPECIALIST AT (608)-444-2673 CELL
OR (608) 266-4890 OFFICE . IF AN EMERGENCY CALL (608) 266-4816.**

H.P. = High Pressure Gas
H.V. = High Voltage Elec.
F.O. = Fiber Optic
Telcon = Telephone Conduit
Elcon = Electric Conduit

**2015 SPRING CONTRACT 7598 - WEST
GRATE and CUTOUT SITES**

DIST					STREET NAME	LOCATION	NO	Size	Stock	VARIETY	HIGH PROFILE CONFLICT	IN TERRACE	UNDER SIDEWALK	UNDER ROAD	CLEAR
7		1101			University Ave	1st tree W of N Mills St- 4x4 GRATE	1	2.0"	B&B	Cleveland Select Pear					
7		1127			University Ave	4th tree E of N Charter St 4x4 CUTOUT	1	2.0"	B&B	New Horizon Elm					
9		1709			Monroe St	LFT 4x6 GRATE	1	2.0"	B&B	Cleveland Select Pear					
9		1802			Monroe St	1st tree NE of Harrison St LFT 4x8 GRATE	1	2.0"	B&B	Cleveland Select Pear					
9		1839			Monroe St	4x6 GRATE	1	2.0"	B&B	Cleveland Select Pear					
9		1930			Monroe St	2nd tree E of S Prospect Ave 4x6 GRATE	1	2.0"	B&B	Cleveland Select Pear					
9		2605			Monroe St	4x6 CUTOUT	1	2.0"	B&B	Miyabei Maple					
9		2613			Monroe St	4x4 GRATE	1	2.0"	B&B	Cleveland Select Pear					

**FOR QUESTIONS OR CONFLICTS CONTACT WAYNE BUCKLEY, FORESTRY SPECIALIST: Cell (608) 220-0637 or
Office (608) 266-4892. IF AN EMERGENCY CALL (608) 266-4816.**

SECTION E: BIDDERS ACKNOWLEDGEMENT

**2016 STREET TREE REPLACEMENTS
CONTRACT NO. 7598**

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 - 2015 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

2016 STREET TREE REPLACEMENTS CONTRACT NO. 7598

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

Disclosure of Ownership

<p>Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.</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 both (A) and (B) are met.</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>			
Other Construction Business			
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>I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.</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)

**2016 STREET TREE REPLACEMENTS
CONTRACT NO. 7598**

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

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:

2016 STREET TREE REPLACEMENTS CONTRACT NO. 7598

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 Fifteen 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:

2016 STREET TREE REPLACEMENTS CONTRACT NO. 7598

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.

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. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

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 and DWD prevailing wage requirements are attached hereto as Sec. I of 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 Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

6. 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.

**2016 STREET TREE REPLACEMENTS
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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	Date
Witness	Date

	Mayor
Witness	Date
Witness	Date

	City Clerk

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:

**2016 STREET TREE REPLACEMENTS
CONTRACT NO. 7598**

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

Prevailing Wage Rates Not Applicable