

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

**2020**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**TENNEY PARK LAGOON BIOSTABILIZATION**

**CONTRACT NO. 8480**

**MUNIS NO. 19050-51-200 & 17421-51-200**

**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>

**TENNEY PARK LAGOON BIOSTABILIZATION  
CONTRACT NO. 8480**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1

SECTION B: PROPOSAL SECTION .....B-1

SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1

SECTION D: SPECIAL PROVISIONS ..... D-1

SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1

SECTION F: BEST VALUE CONTRACTING .....F-1

SECTION G: BID BOND ..... G-1

SECTION H: AGREEMENT ..... H-1

SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

APPENDIX A: WISCONSIN DNR ERR REVIEW

APPENDIX B: INVASIVE/ NOXIOUS/ AGGRESSIVE PLANT LIST

APPENDIX C: PERMITS  
WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
U.S. ARMY CORP OF ENGINEERS

This Proposal, and Agreement have  
been prepared by:

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

  
Eric Knepp, Parks Superintendent

EMK: scl

**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:	TENNEY PARK LAGOON BIOSTABILIZATION
CONTRACT NO.:	8480
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	11/12/2020
BID SUBMISSION (2:00 P.M.)	11/19/2020
BID OPEN (2:30 P.M.)	11/19/2020
PUBLISHED IN WSJ	10/29/2020, 11/5/2020 & 11/12/2020

**SBE PRE BID MEETING:** Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, [jtorresmeza@cityofmadison.com](mailto:jtorresmeza@cityofmadison.com).

**PREQUALIFICATION APPLICATION:** Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://www.cityofmadison.com/business/pw/forms.cfm). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

**BIDS TO BE SUBMITTED:** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that 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 and staff will come to the door to get 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 to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 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](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

## SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

## SECTION 102.4 PROPOSAL

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

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

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

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

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

## SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8  State of Wisconsin Master Plumbers License.

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise). Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

## 2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

## **2.7 SBE Definition and Eligibility Guidelines**

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

**TENNEY PARK LAGOON BIOSTABILIZATION  
CONTRACT NO. 8480**

**Small Business Enterprise Compliance Report**

**This information may be submitted electronically through  
Bid Express or submitted with bid in sealed envelope.**

**Cover Sheet**

Prime Bidder Information

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

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

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

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

Prime Bidder Certification

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title  
\_\_\_\_\_ certify that the information  
Company

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

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

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

\_\_\_\_\_  
Date



**TENNEY PARK LAGOON BIOSTABILIZATION  
CONTRACT NO. 8480**

**Small Business Enterprise Compliance Report**

**SBE Contact Report**

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

SBE Information

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

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

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

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

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

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

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

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

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

Yes     No

3. Did this SBE submit a bid?     Yes     No

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

Yes     No

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

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

---

---

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

---

---

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

---

---

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

---

---

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

---

---

6. Describe any other good faith efforts:

---

---

## **SECTION D: SPECIAL PROVISIONS**

### **TENNEY PARK LAGOON BIOSTABILIZATION CONTRACT NO. 8480**

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**

This project consists of ecological restoration of the Tenney Park shoreline to replace native shoreline plantings that were damaged in the 2018 August/September flooding event.

This project includes removal of invasive species, seeding and planting operations, and maintenance of plantings.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

#### **SECTION 104.4: INCREASED OR DECREASED QUANTITIES**

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

#### **SECTION 105.1: AUTHORITY OF THE ENGINEER**

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in

writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

**SECTION 105.7: CONTRACT DOCUMENTS**

The Contractor shall submit the following documents prior to beginning work on any of the associated activities. Once approved by the Engineer, these submittals shall be considered contract documents, to which the Contractor shall adhere. Additional submittal requirements are listed within Article descriptions or individual bid items.

- CONSTRUCTION SCHEDULE (ARTICLE 105.13)
- TRAFFIC CONTROL PLAN (ARTICLE 107.7)
- METHODS AND EQUIPMENT PLAN (ARTICLE 109.5)
- INVASIVE PLANT REMOVAL METHODS SUBMITTAL

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

The Contractor shall be responsible for staking out the layout of all landscape beds, including seeding areas, as shown on plans with either spray paint or flags. The Contractor must notify the Engineer 48 hours prior to staking landscape beds. The Contractor shall give the Engineer at least 10 business days after staking to review landscape beds prior to brushing, seeding, or planting.

The Contractor shall be responsible for keeping the landscape beds defined with flags, spray paint, etc. throughout 2021 to define the edge for city mowers.

Any questions regarding the layout and staking of this project should be directed to Sarah Lerner at the Parks Division at (608) 261-4281.

**SECTION 105.12: COOPERATION BY CONTRACTOR**

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction.

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft. The Contractor shall attend a pre-construction meeting prior to the start of construction.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

The Contractor shall be responsible for relocating utilities as necessary for digging activities.

In addition to utilities, the Contractor shall be responsible for locating muskrat barrier that was installed in 2015. The location of muskrat barrier is identified in the plans of contract 7386 Tenney Lagoon Shoreline Restoration & Tenney Park (E. Johnson St) Bike Path at <http://www.cityofmadison.com/business/pw/contracts/docAndSpecs.cfm?ContractNumber=7386>.

Muskrat barrier can be located via a metal detector. The Contractor shall be responsible for replacing and repairing any damaged utilities or muskrat barrier.

Tenney Park is a popular public facility that is heavily used by local residents. The Contractor shall expect heavy pedestrian traffic throughout the work zones and shall be prepared to accommodate park users. Additionally, the Contractor shall be aware of the following activities, for which they will need to make special accommodations:

- The John Wall Pavilion (main park shelter) is a reservable park shelter. The Contractor shall not block doorways, drinking fountains, picnic tables, restrooms, etc. The parking lot of the John Wall Pavilion shall not be used for staging. The Contractor must work around dates when the shelter is reserved for use. The Contractor shall be responsible for ensuring at the end of each day, that the work site is left clean, orderly, free of construction debris, barricades, etc. The Contractor may have to work around specific shelter reservation dates, and may be required to change schedules depending on special events and reserved dates.
- Park maintenance activities will occur throughout the duration of the contract. The Contractor shall accommodate mowing, trash pickup, and other maintenance activities. The Contractor may contact Kristin Mathews, Parks East Operations Supervisor at [kmmathews@cityofmadison.com](mailto:kmmathews@cityofmadison.com) with questions or concerns regarding maintenance. Mowing and maintenance of all landscape beds proposed in these plans, shall be the responsibility of the Contractor, City staff will not be performing any mowing or brushing in these areas.

The water level within the Tenney Park lagoon is generally at elevation 847. Water intake is controlled by a control structure adjacent to Sherman Avenue. Water outflow is controlled by a structure at the pedestrian bridge at the end of Thornton Avenue. The maximum outflow is regulated by the water level of the Yahara River, and water within the lagoon cannot be lowered below the level of the Yahara River. Therefore, while generally at elevation 847, the water level fluctuates throughout the year between elevation 846.8 and 847.5. In addition to this fluctuation, in spring and fall, the lagoon is flushed of debris. During these times the water level can change from 847 to 845.5. The Contractor shall be responsible to plant species that are tolerant of water fluctuations at appropriate locations based on the changed in water level described.

#### **SECTION 105.13: ORDER OF COMPLETION**

The Contractor shall complete any portions of the work in such order of time as has been stated in the contract or in such order as the Engineer may declare necessary by reason of an emergency. The order of doing the work is subject to the review of the City. Prior to beginning construction, the Contractor shall submit to the City a detailed schedule showing the sequence and anticipated dates of construction activities and maintenance.

#### **SECTION 107.7: MAINTENANCE OF TRAFFIC**

All signing and barricading 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 Traffic Control Plan, including all necessary phases, to Tom Mohr, [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com), prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. 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 shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The Contractor shall maintain two-way traffic on N. Thornton Ave. and access to the Tenney Park Parking Lot at all times. The Contractor shall maintain two-way bike traffic along N. Thornton Ave. at all times, either on the street or on the parallel path.

The Contractor shall maintain two-way traffic on Marston Ave. at all times.

The Contractor shall maintain a minimum of a 12 foot travel lane in each direction on Sherman Ave. at all times.

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.

The Contractor may remove parking within the project limits as indicated on the Traffic Control Plan. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

## **SECTION 108.2:        PERMITS**

The following permits were obtained in 2015 by the City of Madison:

1. Wisconsin Department of Natural Resources NOI
2. U.S. Army Corps of Engineers General Permit

Both the Wisconsin DNR and the U.S. Army Corps of Engineers have determined that the original permits are sufficient for replanting damaged vegetation.

The Contractor shall meet the conditions of the original permits (Appendix C: Permits) and must keep a copy of each individual permit on site at all times throughout construction. These permits are specifically for grading operations and general restoration and do not include any approvals for herbicide application.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project such as permits for aquatic application of herbicide. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction. Obtaining additional permits shall be considered incidental to this contract.

The Bureau of Natural Heritage Conservation determined through an Endangered Resources (ER) Review that endangered species may exist in the area. The review identifies two recommended actions specific to the Plains gartersnake (*Thamnophis radix*) and the Blanding's Turtle (*Emydoidea blandingii*). These are included in Appendix A: Wisconsin DNR ERR Review. Parks staff is not aware of either of these species being found at this site.

The Contractor shall review these recommendations and implement them as necessary to conserve Wisconsin's Endangered Resources.

**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 and seeding shall be carried out at a rate so as to secure full completion within the contract times outlined in Article 207 and 209, the rate of progress, and the time of completion being essential conditions of this Agreement.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 4:30 pm, Monday through Friday, unless approved by the Engineer in writing.

All plantings shall be installed per City of Madison Standard Specifications for Public Works Contracts unless otherwise defined in the Special Provisions of this contract.

**ARTICLE 109.5:           METHODS AND EQUIPMENT**

Due to the poor soil conditions and limited working areas along the shoreline, the Contractor shall use small or low-earth pressure equipment. Vehicular access to the island shall be limited to the Thornton Avenue bridge. The Thornton Avenue bridge is 10' wide and can only accommodate 20,000 lbs loadings for a truck with a single rear axle at a very low speed. Any damage to the existing bridge due to use outside of approved methods and equipment plan, shall be the responsibility of the Contractor to repair as deemed satisfactory by the Engineer. The Contractor shall be required to submit a Methods and Equipment Plan for approval by the Engineer prior by to construction.

The Methods and Equipment Plan shall identify the make and model of construction vehicles used, their weight, the full load weight with materials, and the planned haul routes for construction. The Contractor shall not be allowed to stage unplanted plants on site overnight, over weekends and/or holidays.

**SECTION 109.7:           TIME OF COMPLETION**

Seeding and planting shall be completed in 2021. Spring planting for all plants shall start from the time frost is out of the ground to July 1, 2021.

Plant maintenance shall continue until the end of the 2021 growing season.

The contract shall be completed by November 20, 2021.

**SECTION 109.14:       MOBILIZATION**

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

**SECTION 110.1:       MEASUREMENT OF QUANTITIES**

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

**SECTION 207:           SEEDING**

Seed bed preparation shall be incidental to all seeding bid items. The Contractor shall encounter the following types of seed bed:

- In areas of existing woody or previously existing woody vegetation there may be significant organic debris on the ground including branches, leaf litter, etc. The Contractor shall be responsible for raking and removing debris and preparing the seed bed to ensure germination of seed.
- In areas of existing non-native or invasive vegetation, the Contractor shall remove existing undesirable vegetation and seed into existing ground.
- Seeding may occur in winter of 2020 to spring 2021 to allow for stratification.

**BID ITEM 20707– WET MESIC SEEDING**

**DESCRIPTION**

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place wet mesic seed as defined in these special provisions and the City of Madison Standard Specifications for Public Works Construction.

Wet mesic seed shall be custom mixed or a modified pre-designed mix from an approved native seed supplier.

In areas where there is not existing temporary annual cover crop, seed shall be sewn with annual cover crop. Cover crop type shall be submitted to the Engineer for approval prior to seeding.

Seed at the rate recommended by the manufacturer. Submit additions or substitutions and final mix to Engineer for approval. The Engineer shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

Proposed substitutions shall be submitted one week prior to bid due date.

The native mix shall be as listed below.

WET MESIC SEED MIX				
DESCRIPTION	% BY WEIGHT	QTY		# of SEEDS
<b>FORBS</b>				
Acorus americanus (Sweet Flag)	4.72	3.676	OZ	23,864
Ageratina altissima (White Snakeroot)	.47	.362	OZ	54,240
Anemone canadensis (Canada Anemone)	1.42	1.085	OZ	8,678
Asclepias syriaca (Common Milkweed)	3.77	2.893	OZ	11,570
Astragalus Canadensis (Canada Milk Vetch)	1.89	1.446	OZ	24,587
Chamaecrista fasciculata (Partridge Pea)	5.66	4.339	OZ	11,715
Echinacea pallida (Pale Purple Coneflower)	3.77	2.892	OZ	15,042
Epilobium glandulosum (Northern Willow Herb)	.71	.542	OZ	32,544
Gentiana flavida (Cream Gentian)	1.89	1.446	OZ	202,482
Hypericum majus (Greater Canada St. John’s Wort)	.24	.181	OZ	542,400
Iris virginica var. shrevei (Southern Blue Flag)	4.72	3.616	OZ	3,616
Lobelia siphilitica (Great Blue Lobelia)	2.83	2.169	OZ	1,804,700
Lycopus americanus (Water Horehound)	.47	.362	OZ	47,008

Lysimachia quadriflora (Prairie Loosestrife)	.71	.542	OZ	48,816
Lythrum alatum (Winged Loosestrife)	.71	.542	OZ	1,627,200
Mimulus ringens (Monkey Flower)	.94	.723	OZ	1,663,130
Oligoneuron riddellii (Riddell's Goldenrod)	1.89	1.446	OZ	134,506
Pedicularis lanceolata (Marsh Betony)	2.83	2.169	OZ	95,454
Prenanthes racemosa (Rattlesnake Root)	.71	.542	OZ	10,848
Pycnanthemum virginianum (Mountain Mint)	1.42	1.085	OZ	238,634
Rudbeckia hirta (Black-eyed Susan)	7.55	5.785	OZ	532,229
Sagittaria cuneata (Arrowleaf Arrowhead)	.94	.723	OZ	45,555
Saxifraga pensylvanica (Swamp Saxifrage)	.47	.362	OZ	144,640
Symphotrichum praealtum (Willow Aster)	.94	.723	OZ	94,003
Taenidia integerrima (Yellow Pimpernel)	.71	.542	OZ	3,254
Tradescantia ohioensis (Ohio Spiderwort)	6.60	5.062	OZ	40,496
Zizia aurea (Golden Alexanders)	6.60	5.062	OZ	55,682
Totals of Forbs	65.57	50.259	OZ	6,796,893
<b>GRASSES, SEDGES &amp; RUSHES</b>				
Carex comosa (Bristly Sedge)	5.66	4.339	OZ	130,164
Carex hystericina (Porcupine Sedge)	2.83	2.169	OZ	65,082
Carex stipata (Awl-fruited Sedge)	5.66	4.339	OZ	364,459
Carex vulpinoidea (Brown Fox Sedge)	5.66	4.339	OZ	147,519
Eleocharis obtuse (Blunt Spike Rush)	2.36	4.339	OZ	433,880
Glyceria canadensis (Rattlesnake Grass)	1.89	1.808	OZ	180,790
Glyceria striata (Fowl Manna Grass)	2.83	1.446	OZ	107,026
Juncus canadensis (Canada Rush)	.94	2.169	OZ	195,246
Juncus interior (Inland Rush)	.94	.723	OZ	542,325
Totals of Grasses, Sedges & Rushes	34.43	26.394	OZ	2,024,680
<b>TOTALS</b>	<b>100</b>	<b>76.653</b>	<b>OZ</b>	<b>4,191,171</b>
<b>Seeding rate: 349 seeds per square foot</b>		<b>4.791</b>	<b>LB</b>	<b>10,988,064</b>

For Contractor's information, a custom seed mix meeting these specifications is available from Prairie Moon Nursery, Winona MN (866) 417-8156.

#### **METHOD OF MEASUREMENT**

Wet Mesic Seeding shall be measured by the plan square foot quantity. Any increases or decreases in seeding shall be measured by the Contractor and verified by the Engineer.

#### **BASIS OF PAYMENT**

Wet Mesic Seeding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description.

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

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

All plantings shall be installed in spring 2021 and shall be completed by July 1, 2021.

Care of plants and preparing ground for planting shall be incidental to bid items 20901-20910 as defined in Subsection 209.6(b) and shall continue until the end of the 2020 growing season.

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to treat and remove invasive plants during the 2021 growing season to promote establishment of native plants and seeds in the areas shown on sheet L-11.

This bid item includes treatment of invasive and aggressive plants in all recently planted or seeded areas. Plants to be removed through this bid item include, but are not exclusive to, the list included in Appendix B. This work shall include removal of woody material 4" d.b.h. and smaller. This bid item does not include removal of trees greater than 4" d.b.h.

The Contractor shall employ personnel capable of identifying invasive plants and removing the plant as appropriate for that specific species.

This contract shall include at least five site visits to treat all invasive vegetation, and shall occur at least one time per month from May – September, unless otherwise approved by the Engineer.

During each treatment the Contractor shall use a combination of the following, listed below in the order of the preferred method by the City of Madison:

- Mowing (for annual invasive plants that can be managed by removing the seeds produced that season).
- Hand pulling (for individual small patches of invasive plants that do not spread more aggressively after hand pulling - i.e. hand pulling is not allowed for Japanese Knotweed which spreads rhizomatically and would become more aggressive if hand pulled).
- Prescribed Burning – for locations where burning would be an effective treatment. Exact locations to be burned shall be determined upon contract award.
- Spot herbicide application by “painting” treated stumps, or the “glove of death method” which requires placing a chemical resistant glove over one hand, putting a cotton glove over that, and then spraying herbicide on the cotton glove and hand wiping the undesirable plant.
- Spray herbicide with backpack and pump sprayers, selectively spraying undesirable species.

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved. The Contractor shall select herbicides that are appropriate for both wood and herbaceous regrowth. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall include all proposed herbicides and methodologies in the Brushing and Herbicide Submittal as described in this bid item.

All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit to the Engineer a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:

- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants

- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at [www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm](http://www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm). The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

All herbicide application shall be completed in a manner that prevents damage to adjacent vegetation.

The Contractor shall adhere to the following:

- All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.
- The Contractor shall remove trash that has accumulated on site at each treatment and shall dispose at no additional compensation.
- The Contractor shall be responsible for replacing any native species at the direction of the Landscape Architect that have died as a result of herbicide overspray which can include trees, shrubs, and forbs.
- All herbicide application signage must be clearly visible.
- The Contractor shall be required to use aquatic herbicide as necessary for all areas required by the Wisconsin Department of Natural Resources and to obtain all required permits necessary for application of aquatic herbicide.
  - The Contractor shall submit to the Landscape Architect an herbicide submittal for approval prior to any invasive removal activities. The submittal shall include:
    - Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
    - Material Data Safety Sheets for each herbicide
    - Proposed application methods and timing
    - Qualifications of personnel as highlighted in the section below
- All Japanese knotweed shall be treated with Milestone® or Perspective® herbicide per product instructions. In spring, the Contractor shall cut the Japanese knotweed stocks and apply/inject herbicide directly into the stalk. In fall, the Contractor shall identify any missed/ untreated knotweed or re-sprouts from the spring herbicide application and treat it via foliar application. Other methods or products for removing Japanese knotweed must be approved by the Landscape Architect prior to application.

Prior to removing invasive plants, the Contractor shall submit the proposed method for removals for approval from the Landscape Architect.

The Contractor shall be responsible for mulching all newly planted areas and mulching existing landscape bed that is contiguous with new plantings to suppress weed growth.

If plants are being installed in areas that are receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the proposed plant.

Plants shall be watered the day of installation. Watering the day of installation shall be incidental to this bid item. In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer at any time and shall be incidental to BID ITEMS 20901-20910. All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition regardless of drought condition. Watering during drought conditions are incidental to this contract. The volume of water shall be enough to soak the root zone. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor.

Drought Watering shall be paid separately under BID ITEM 20970, and shall only be paid when the U.S. Drought Monitor has classified the City of Madison as D-3 Drought Extreme as defined in Subsection 209.5(j).

A monthly inspection of all landscape areas shall be completed by the Contractor. This is to assess work to be done and to locate problems which may have developed since the last inspection. The Contractor shall notify the Engineer 48 hours prior to inspection.

All trees and shrubs shall conform to the sizes specified below:

BOTANICAL NAME	COMMON NAME	SIZE	ROOT
<b>SHRUBS</b>			
Aronia melanocarpa	Black Chokeberry	#3	CONT
Aronia melanocarpa 'Morton'	Iroquois Beauty Chokeberry	#3	CONT
Cephalanthus occidentalis	Buttonbush	#1	CONT
Ilex verticillata 'Red Sprite/Nana'	Red Sprite Winterberry	#3	CONT
Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	#3	CONT
Sambucus canadensis	Elderberry	#2	CONT
Viburnum trilobum 'J N Select'	Redwing® American Cranberry Bush	#5	CONT

**BID ITEM 20908 – WET MESIC PLANTS**

**DESCRIPTION**

This bid item shall include all necessary work, labor and incidentals required to procure and install wet mesic plants in accordance with the City of Madison Standard Specifications for Public Works Contract and as outlined in this bid item and Section 209 of this contract.

All plants shall be installed from approximately 2 ½”D x 2 ½”W x 4”H containers. Wet mesic plants shall be placed 1.5’ O.C.

Wet mesic plants shall be installed in general areas defined on the plan. The Contractor shall be responsible for determining the exact location based on existing vegetation, removals, sun/shade and soil moisture.

Plants shall be installed so that the top (crowns) stems shall be set at grade. Mulch shall be applied around the immediate area around the plug. Mulch shall be clean straw or marsh hay that is well-seasoned, and free of rot, mildew and seeds of noxious weeds. Installation of mulch is incidental to this bid item.

<b>WET MESIC PLANTS</b>			
BOTANICAL NAME	COMMON NAME	QUANTITY	UNIT
<b>FORBS</b>			
Acorus calamus	Sweet Flag	180	EA
Alisma trivale	Water Plantain	180	EA
Anemone canadensis	Canada Anemone	180	EA
Asclepias incarnata	Swamp Milkweed	180	EA
Boltonia asteroides	False Aster	148	EA
Chelone glabra	Turtlehead	180	EA

<i>Eupatorium maculatum</i>	Joe Pye Weed	148	EA
<i>Eupatorium perfoliatum</i>	Boneset	148	EA
<i>Iris versicolor</i>	Blueflag Iris	180	EA
<i>Liatris ligulistylis</i>	Meadow Blazing Star	180	EA
<i>Liatris spicata</i>	Dense Blazingstar	180	EA
<i>Lobelia cardinalis</i>	Cardinal Flower	180	EA
<i>Lobelia siphilitica</i>	Blue Lobelia	148	EA
<i>Mimulus ringens</i>	Monkey Flower	180	EA
<i>Rudbeckia triloba</i>	Brown-eyed Susan	148	EA
<i>Pedicularis lanceolata</i>	Swamp Lousewart	180	EA
<i>Pycnanthemum virginianum</i>	Mountain Mint	148	EA
<i>Physostegia virginiana</i>	Obedient Plant	148	EA
<i>Solidago ridellii</i>	Riddell's Goldenrod	148	EA
<i>Symphyotrichum novae-angliae</i>	New England Aster	180	EA
<i>Verbena hastata</i>	Blue Vervain	148	EA
<i>Veronicastrum virginicum</i>	Culver's Root	148	EA
SUBTOTAL		3640	EA
<b>GRASSES, SEDGES AND RUSHES</b>			
<i>Carex aquatilis</i>	Water Sedge	360	EA
<i>Carex bebbii</i>	Bebb's Sedge	376	EA
<i>Carex comosa</i>	Bottlebrush Sedge	400	EA
<i>Carex gracillima</i>	Graceful Sedge	400	EA
<i>Carex hystericina</i>	Porcupine Sedge	400	EA
<i>Carex lacustris</i>	Lake Sedge	400	EA
<i>Carex lupulina</i>	Common Hop Sedge	400	EA
<i>Carex muskingmensis</i>	Palm Sedge	400	EA
<i>Carex stipata</i>	Awl-fruited Sedge	400	EA
<i>Carex stricta</i>	Tussock Sedge	400	EA
<i>Carex vulpinoidea</i>	Fox Sedge	400	EA
<i>Chasmanthium latifolium</i>	River Oats	400	EA
<i>Glyceria striata</i>	Fowl Manna Grass	400	EA
<i>Juncus effusus</i>	Soft Rush	400	EA
<i>Juncus torreyi</i>	Torrey Rush	400	EA
<i>Scirpus atrovirens</i>	Green Bulrush	400	EA
SUBTOTAL		6336	EA
TOTAL		9976	EA

## METHOD OF MEASUREMENT

Wet mesic plants shall be measured per each individual plant and have been measured based on the plan quantity. For purposes of developing this proposal, quantities do not account for specific site conditions. It is the Contractor's responsibility to install species at appropriate locations based on soil moisture, water depth, hours of sun, etc. Additionally, it is the Contractor's responsibility to notify the

Engineer if plant species and quantities need to be adjusted based on site specific conditions and principles of ecological restoration.

**BASIS OF PAYMENT**

Wet mesic plants shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

**BID ITEM 20909 - COIR LOG PLANTS**

**DESCRIPTION**

This bid item shall include all necessary work, labor and incidentals required to procure and install coir log plants in accordance with the City of Madison Standard Specifications for Public Works Contract and as outlined in this bid item and Section 209 of this contract.

Coir log plants shall not be planted in coir logs, but in the soil immediately behind the coir logs.

All plants shall be installed from approximately 2 ½"D x 2 ½"W x 4"H containers. Plants shall be installed into existing coir log, spaced 1.5' O.C.

<b>COIR LOG PLANTS</b>			
<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>	<b>QUANTITY</b>	<b>UNIT</b>
<b>FORBS</b>			
Acorus calamus	Sweet Flag	192	EA
Alisma trivale	Water Plantain	192	EA
Alisma subcordatum	Mud Plantain	192	EA
Calla palustris	Wild Calla	192	EA
Sagittaria latifolia	Arrowhead	192	EA
SUBTOTAL		960	EA
<b>SEDGES AND RUSHES</b>			
Carex aquatilis	Water Sedge	100	EA
Carex lacustris	Lake Sedge	100	EA
Carex stipata	Awl-fruited Sedge	100	EA
Eleocharis obtusa	Blunt Spike Rush	100	EA
Eleocharis acicularis	Needle Spike Rush	100	EA
Eleocharis palustris	Common Spike Rush	100	EA
Juncus effusus	Soft Rush	100	EA
Sparganium americanum	Bur Reed	100	EA
Scirpus atrovirens	Green Bulrush	100	EA
Scirpus pungens	Three-square Bulrush	119	EA
SUBTOTAL		1019	EA
TOTAL		1979	EA

**METHOD OF MEASUREMENT**

Coir Log Plants shall be measured per each individual plant and have been measured based on the plan quantity assuming plant spacing at 1.5' O.C. For purposes of developing this proposal, quantities do not account for specific site conditions. It is the Contractor's responsibility to install species at appropriate locations based on soil moisture, water depth, hours of sun, etc. Additionally, it is the Contractor's responsibility to notify the Engineer if plant species and quantities need to be adjusted based on site specific conditions and principles of ecological restoration.

**BASIS OF PAYMENT**

Coir Log Plants shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

**BID ITEM 20910 - WETLAND EMERGENT PLANTS**

**DESCRIPTION**

This bid item shall include all necessary work, labor and incidentals required to procure and install wetland emergent plants in accordance with the City of Madison Standard Specifications for Public Works Contract and as outlined in this bid item and Section 209 of this contract.

Wetland Emergent Plants shall be planted at or below the Ordinary High Water Mark of 847.00 to a depth as appropriate for the specific species. It is the responsibility of the Contractor to install these plants below or at the OHWM. The Contractor is responsible securing wetland emergent plants to the lagoon bed as appropriate. The Contractor shall not use metal staples to secure plants to lagoon bed.

Wetland plants shall be placed 1.5' O.C. All plants shall be installed from approximately 2 ½"D x 2 ½"W x 4"H containers.

<b>WETLAND EMERGENT PLANS</b>			
<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>	<b>QUANTITY</b>	<b>UNIT</b>
<b>FORBS</b>			
Acorus calamus	Sweet Flag	140	EA
Alisma trivale	Water Plantain	140	EA
Alisma subcordatum	Mud Plantain	140	EA
Ammannia coccinea	Scarlet Toothcup	140	EA
Bidens cernua	Nodding Bur Marigold	140	EA
Caltha palustris	Wild Calla	126	EA
Polygonum amphibium	Water Smartweed	130	EA
Sagittaria latifolia	Arrowhead	130	EA
SUBTOTAL		1086	EA
<b>SEDGES AND RUSHES</b>			
Carex aquatilis	Water Sedge	200	EA
Carex lacustris	Lake Sedge	200	EA
Carex stipata	Awl-fruited Sedge	200	EA
Eleocharis obtusa	Blunt Spike Rush	200	EA

Eleocharis acicularis	Needle Spike Rush	200	EA
Eleocharis palustris	Common Spike Rush	200	EA
Juncus effusus	Soft Rush	200	EA
Sparganium americanum	Bur Reed	200	EA
Scirpus atrovirens	Green Bulrush	200	EA
Scirpus pungens	Three-square Bulrush	200	EA
SUBTOTAL		200	EA
TOTAL		3086	EA

**METHOD OF MEASUREMENT**

Wetland Emergent Plants shall be measured per each individual plant and have been measured based on the plan quantity assuming plant spacing at 1.5' O.C. For purposes of developing this proposal, quantities do not account for specific site conditions. It is the Contractor's responsibility to install species at appropriate locations based on soil moisture, water depth, hours of sun, etc. Additionally, it is the Contractor's responsibility to notify the Engineer if plant species and quantities need to be adjusted based on site specific conditions and principles of ecological restoration.

**BASIS OF PAYMENT**

Wetland Emergent Plants shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

**BID ITEM 20970 – DROUGHT WATERING**

**DESCRIPTION**

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Subsection 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants. Drought watering shall only be paid in 2020 for conditions defined in Subsection 209.5(j) of the Specifications.

**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 at the site. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

**BASIS OF PAYMENT**

Drought Watering shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must including photos of the watering with the date and time that each watering occurred.

**BID ITEM 90000 - CONSTRUCTION FENCE (PLASTIC)**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fence shall be installed to discourage access to the construction area by the general public during the course of the project. Fence shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

This fence shall be highly visible (orange), constructed of a plastic web and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fence may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fence as needed to perform the work. Fence shall be left in place until construction operations are complete.

Construction fence shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

Construction fence associated with tree protection is incidental to this bid item.

#### **METHOD OF MEASUREMENT**

Construction Fence (Plastic) shall be measured by the linear foot quantity as listed in the proposal page without measurement thereof.

#### **BASIS OF PAYMENT**

Construction Fence (Plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

#### **END OF SPECIAL PROVISIONS**

**SECTION E: BIDDERS ACKNOWLEDGEMENT**  
**TENNEY PARK LAGOON BIOSTABILIZATION**  
**CONTRACT NO. 8480**

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**  
**TENNEY PARK LAGOON BIOSTABILIZATION**  
**CONTRACT NO. 8480**

**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.

**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:

### **TENNEY PARK LAGOON BIOSTABILIZATION CONTRACT NO. 8480**

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:

### TENNEY PARK LAGOON BIOSTABILIZATION CONTRACT NO. 8480

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.

**TENNEY PARK LAGOON BIOSTABILIZATION  
CONTRACT NO. 8480**

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:

**TENNEY PARK LAGOON BIOSTABILIZATION  
CONTRACT NO. 8480**

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