

BID OF _____

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

LOWER BADGER MILL PONDS RESTORATION

CONTRACT NO. 9390

PROJECT NO. 14980

MUNIS NO. 14980

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>

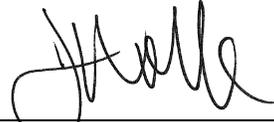
**LOWER BADGER MILL PONDS RESTORATION
CONTRACT NO. 9390**

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This Proposal, and Agreement have
been prepared by:

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



James M. Wolfe, P.E., City Engineer

JMW: 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:	LOWER BADGER MILL PONDS RESTORATION
CONTRACT NO.:	9390
SBE GOAL	18%
BID BOND	5%
SBE PRE BID MEETING (2:00P.M.)	12/07/2023 (VIRTUAL)
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	12/14/2023
BID SUBMISSION (2:00 P.M.)	12/21/2023
BID OPEN (2:30 P.M.)	12/21/2023
PUBLISHED IN WSJ	11/30/2023, 12/7/2023 & 12/14/2023

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering’s web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>. Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. 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 - 2023 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/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

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) 266-6510.

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.

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. 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.

**LOWER BADGER MILL PONDS RESTORATION
CONTRACT NO. 9390**

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

**LOWER BADGER MILL PONDS RESTORATION
CONTRACT NO. 9390**

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

LOWER BADGER MILL PONDS RESTORATION CONTRACT NO. 9390

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to perform ecological restoration, including tree and shrub planting, invasive species removals, and native seeding at a City of Madison owned property. This contract is referred to as Phase Two of the Lower Badger Mill Ponds project as described under Section 105.12 Cooperation by the Contractor.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way and easements 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 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project. All bid items listed in the proposal page shall be paid for at the plan quantity, unless noted otherwise in the special provisions. Bid items that are not used may be eliminated.

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.

- INVASIVE REMOVAL APPROACH (90014, 90015)
- HERBICIDE CHEMISTRY AND APPLICATION METHOD (90014, 90015)
- BURN PLAN (BID ITEMS 90014, 90015)

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTIONS

The Contractor shall be responsible for staking out the layout of all plantings, including shrubs, trees, plugs, seeding areas, as shown on the plans or described in the special provisions. An AutoCAD .dwg file will be made available to the Contractor for final staking. The Contractor shall make adjustments based on existing field conditions and the appropriate growing conditions for the proposed species. The Contractor must notify the Engineer 48 hours prior to staking planting areas and plants. The Contractor shall give the Engineer at least ten (10) business days after staking to review plant locations prior to planting. Final planting locations shall be approved by the Engineer prior to planting.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

This work is part of a multiphase project. This work shall include all permanent restoration of areas disturbed in Phase One of the contract as described below. This work shall be referred to in this contract as Phase Two.

Phase One

Phase One was completed in 2023 and included grading and stormwater infrastructure. This work was completed under Contract 8875 Lower Badger Mill Creek Pond. The Contractor shall become familiar with the plans and specifications under contract 8875. Plans and specifications for Contract 8875 are below:

Contract 8875 Lower Badger Mill Creek Pond

<https://www.cityofmadison.com/business/pw/contracts/details.cfm?ContractNumber=8875>

Phase Two

This contract is Phase Two of development of the larger site. This contract permanently restores all graded areas with Phase One, as well as areas that were not graded.

Phase Three

Phase Three will start in the summer of 2024. This work will include asphalt paving of the existing graded roads, constructing a new asphalt path, and minor regrading to tie into adjacent bike path and road areas. A plan showing the project extents of work in Phase Three is included in Attachment C.

As part of Phase Three construction, the Phase Three contractor shall be required to install construction fencing along the grading extents of Phase Three limits of disturbance. Additionally, the Phase Three contractor shall be prohibited from entering areas outside the construction fence in order to protect areas being restored under this contract.

Private utilities exist in the right of way and easements. The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction. The Contractor shall allow access to utility companies and resolve any conflicts that may arise during construction. It will be the responsibility of the Contractor to work with the utilities located in the project area to resolve conflicts during the construction process.

The Contractor shall secure materials at the end of each work day to deter any potential damage, loss, vandalism and theft.

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 attend a pre-construction meeting prior to the start of construction. The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, fences, retaining walls, existing utilities, concrete curb, sidewalk, asphalt pavement and other facilities that are in the area to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications. The Contractor shall use care around all existing trees that are to remain. No trees that are to be preserved shall be cut without the approval of the Engineer. The Contractor shall protect and not disturb vegetation located outside of the limits of disturbance. Orange construction fence and silt fence is noted on the plans to help protect some areas outside of the limits during construction. It shall be the contractor's responsibility to understand where the limits of disturbance are located.

Contractor shall confine their operations to work areas indicated on the plans and right-of-way. Contractor shall not trespass. Any damage to private property caused by access shall be restored in kind by Contractor at Contractor's expense. Contractor may NOT store materials, or stage equipment on private property.

The plans and specifications were created by the City of Madison. Contact Sarah Lerner at City Engineering with any questions or discrepancies found on the plans at slerner@cityofmadison.com.

SECTION 105.13 ORDER OF COMPLETION

The Contractor shall phase operations to minimize the amount of time that there is disturbance within the project. The Contractor is responsible for their construction staging and shall do so to minimize the impacts to the project site.

SECTION 107.13 TREE PROTECTION

All existing trees on both public and private property shall be protected. Tree protection shall be considered incidental to this contract. Any damage to trees including injury to roots, trunks or branches, bark or tree wounding, soil compaction that degrades the function of roots may be determined by the Engineer as damage subject to fine or liquidated damages.

ARTICLE 108.2 PERMITS

The following permits are required for this project:

- Wisconsin DNR Aquatic Plant Management Application
- Approved Burn Permit through Madison Fire Department

Permits are required prior to authorizing the start of construction.

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

The City of Madison Erosion Control Permit includes ground disturbance related to tree removals. In the event that tree removals cause rutting, disturbance, or sedimentation the Contractor shall be required to install erosion control measures. Installation of erosion control measures shall include metal plates to protect ground, or other form of protection. Additionally erosion control measures may be ordered by the Engineer if tree removals cause erosion. All erosion control shall be incidental to this contract.

The Contractor shall meet the conditions of the permits as directed by the Construction Engineer or his designees.

The City's obtaining of 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. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 PROSECUTION OF WORK

Work cannot start on this contract until after the "Start to Work" letter has been received and no earlier than February 15, 2024. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice that was sent to the Contractor. Construction work shall be carried out at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

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.

Native dormant seeding shall occur prior April 30th to allow for stratification. If seeding on top of snow, Contractor shall ensure snow is not iced over as this can allow seed to blow away. Ideal conditions for seeding are immediately before a snowfall, on top of a soft and/or wet snow, or damp, exposed soil.

All plants shall be installed between the time frost is out of the ground in spring 2024 to no later than July 1, 2024.

Plant maintenance incidental to bid items 90001 – 90008 shall continue until the end of the two year growing season and considered incidental to those bid items.

SECTION 109.7 TIME OF COMPLETION

The Contractor shall begin work on or around **FEBRUARY 15, 2024.**

All plants shall be installed by **JULY 1, 2024.**

Ecological restoration per bid item 90015 shall continue until **DECEMBER 1, 2026.**

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 209.6: ACCEPTANCE AND GUARANTEE

Plants shall be guaranteed for two (2) years from the date of installation. The certificate of completion will be released once Bid Item 90015 - 2025 Restoration Maintenance is complete.

BID ITEM 10911 – MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site in 2024 and 2025, excluding bid items 90014 - 2024 Restoration Maintenance and 90015 - 2025 Restoration Maintenance.

Mobilization for bid items 90014 and 90015 shall be considered incidental to those bid items.

The Contractor shall not stage equipment or materials outside of the project limits. Staging of materials within the street shall not be allowed.

Damage to curb and gutter, sidewalks, streets or other features or on adjacent property shall be the responsibility of the Contractor to repair at no additional cost to the City.

No additional compensation shall be provided for re-mobilization or de-mobilization during the contract.

SECTION 209: TREES, SHRUBS, PERENNIALS AND GRASSES

BID ITEM 90001 - BETULA NIGRA

BID ITEM 90002 – QUERCUS BICOLOR

BID ITEM 90003 – QUERCUS X SCHUETTEI

BID ITEM 90004 - CEPHALANTHUS OCCIDENTALIS

BID ITEM 90005 – SAMBUCUS CANADENSIS

BID ITEM 90006 – SPIREA TOMENTOSA

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.

Location of the trees and shrubs shall be staked by the Contractor, for approval by the Engineer prior to installation.

There are no plants proposed within the delineated wetland. However, the Wisconsin DNR Wetland Specialist Allen Ramminger (608) 228-4067 has approved planting in these areas without a permit, as long as the Contractor places the soils back in the hole after digging to make sure that spoils left on surface are not displaced during rain events.

Care of plants and preparing ground for planting shall be incidental to BID ITEMS 90001- 90006 and BID ITEMS 90007 - Wetland Emergent Plugs and 90008 – Wetland Plugs as defined in Subsection 209.6(b) and shall continue until the end of the 2025 growing season.

The Contractor shall only mulch newly planted trees and shrubs that are outside of side slopes.

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 90001-90006 and bid items 90007 – Wetland Emergent Plugs and 90008 – Wetland Plugs. All plants shall be appropriately watered throughout the 2024 and 2025 growing 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. There is no existing water access available on site. The Contractor shall be required to supply water. The Contractor shall be allowed to use existing onsite water within the retention ponds.

Watering shrubs, trees, and plugs from the time of installation through the end of the 2025 growing season shall be considered incidental to this contract regardless of drought condition and U.S. Drought Monitor status.

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
TREES			
Betula nigra	River birch	20#	CONT TREE
Quercus bicolor	Swamp White Oak	1.5" Cal.	B&B or CONT
Quercus x scheutteii	Scheutte's Oak	1.5" Cal.	B&B or CONT
SHRUBS			
Cephalanthus occidentalis	Buttonbush	#3	CONT
Sambucus canadensis	Elderberry	3'	B&B
Spirea tomentosa	Steeplebush	#3	CONT

Work under this bid item shall include all work, materials, labor, and incidentals required to provide watering during drought conditions.

METHOD OF MEASUREMENT

BID ITEMS 90001-90006 shall be measured by the number of plants of each species, variety and size complete in place and accepted in accordance with the terms of the contract as listed in the proposal page.

BASIS OF PAYMENT

BID ITEM 90001-90006 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete work as set forth in the description.

BID ITEM 90007 – WETLAND EMERGENT PLUGS

DESCRIPTION

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

Wetland emergent plugs shall be installed from approximately 2.5"D x 2.5"W x 4"H containers. Plants shall be placed 1'-1.5' on center.

Wetland emergent plugs 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. The Engineering shall approve the final general planting locations prior to installation.

Plants shall be installed in general areas defined on the plan. Plants shall be placed in dense groupings to promote establishment of high biodiverse, low invasive colonies of native plants. This approach is intended to minimize invasive species growth to unplanted areas that can be treated chemically without impact to surrounding native plants, and to encourage spread of native plant dense groupings for long term establishment.

Plants shall be installed so that the top (crowns) stems shall be set at grade. The Contractor shall install plugs by cutting through the existing erosion control matting. The Contractor shall not mulch around the plugs, but shall ensure their roots are fully covered with topsoil.

The Contractor shall be required to ensure that ~75% of the total number of forbs and grasses are flourishing by the end of the 2025 growing season.

The Contractor shall provide the below species and quantities. Slight variations based on availability shall be accepted as determined by the Engineer.

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QUANTITY	UNIT
Acorus calamus	Sweet flag	4" Deep	Plug	1184	EA
Caltha palustris	Marsh marigold	4" Deep	Plug	1184	EA
Carex stricta	Tussock Sedge	4" Deep	Plug	1184	EA
Carex lacustris	Common Lake Sedge	4" Deep	Plug	1184	EA
Alisma subcordatum	Mud plantain	4" Deep	Plug	1184	EA
Pontederia cordata	Pickereelweed	4" Deep	Plug	1184	EA
Sagittaria latifolia	Arrowhead	4" Deep	Plug	1184	EA
Schoenoplectus pungens	Chairmaker's rush	4" Deep	Plug	1184	EA
Scirpus acutus	Hardstem bulrush	4" Deep	Plug	1184	EA
Scirpus validus	Softstem bulrush	4" Deep	Plug	1184	EA
Sparganium americanum	American bur reed	4" Deep	Plug	1184	EA
Total				13024	

METHOD OF MEASUREMENT

Wetland emergent plugs shall be measured by plan square yard as listed on the proposal page.

BASIS OF PAYMENT

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

BID ITEM 90008 – WETLAND PLUGS

DESCRIPTION

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

All plants shall be installed from approximately 2.5"D x 2.5"W x 4" H containers. Plants shall be placed 1.5' on center.

Wetland emergent plugs 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. The Engineering shall approve the final general planting locations prior to installation.

Plants shall be installed in general areas defined on the plan. Plants shall be placed in dense groupings to promote establishment of high biodiverse, low invasive colonies of native plants. This approach is intended to minimize invasive species growth to unplanted areas that can be treated chemically without impact to surrounding native plants, and to encourage spread of native plant dense groupings for long term establishment.

Plants shall be installed so that the top (crowns) stems shall be set at grade. The Contractor shall install plugs by cutting through the existing erosion control matting. The Contractor shall not mulch around the plugs, but shall ensure their roots are fully covered with topsoil.

The Contractor shall be required to ensure that ~75% of the total number of forbs and grasses are flourishing by the end of the 2025 growing season.

The Contractor shall provide the below species and quantities. Slight variations based on availability shall be accepted as determined by the Engineer.

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QUANTITY	UNIT
Asclepias incarnate	Swamp milkweed	4" Deep	Plug	1088	EA
Calamagrostis canadensis	Canada bluejoint grass	4" Deep	Plug	1088	EA
Carex hystericina	Porcupine sedge	4" Deep	Plug	1088	EA
Hypericum pyramidatum	Greater St. John's wort	4" Deep	Plug	1088	EA
Iris virginicus or versicolor	Blue flag iris	4" Deep	Plug	1088	EA
Symphotrichum puniceum	Swamp aster	4" Deep	Plug	1088	EA
Total				6528	

METHOD OF MEASUREMENT

Wetland plugs shall be measured by plan square yard as listed on the proposal page.

BASIS OF PAYMENT

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

BID ITEM 90009 – LOW GROWING ROW NATIVE SEED MIX

DESCRIPTION

Work under this bid item includes seeding all areas within the right of way as identified on the plans for Low Growing ROW Native Seed Mix. Seeding shall be completed in accordance with these special provisions and Article 207 of the latest edition of the City of Madison Standard Specifications for Public Works Construction.

This seeding shall be completed at two different times.

1. In February 2024, the contractor shall dormant seed all areas called out for Low Growing ROW Native Seed Mix, except for areas within the Phase Three Limits shown on plans and in Attachment C.
2. Once Phase Three is complete in 2024, the contractor shall seed the areas within the Phase Three Limits.

All other sections of Part Two of the City of Madison Standard Specifications for Public Works Construction shall be applicable. Watering shall be incidental to this bid item per BID ITEM 207.2(e).

The Engineer shall inspect and approve the seed prior to placement. The Contractor shall submit photos of seed bag labels and seed mix composition to Construction Engineering for approval prior to seeding

Substitution requests shall be submitted to City Engineering for review and approval. Contractor is notified that if an alternate is allowed, the rate of seed may be altered as a condition of approval, and seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeastern Minnesota, Eastern Iowa, Southern Wisconsin or Northern Illinois.

The native seed mix shall be as listed below. Seed mix shall be applied at 65 seeds per sq/ft.

FORBS						
Botanical Name	Common Name	Quantity	# Seeds	/SQFT	%Ct	% Wt
Achillea millefolium	Yarrow	.5 OZ	89,000	2.0	3.12	0.30
Anemone canadensis	Canada anemone	2.0 OZ	16,000	0.4	0.56	1.21
Asclepias tuberosa	Butterfly weed	6.0 OZ	25,800	0.6	0.90	3.62
Baptisia bracteata	Cream wild indigo	.25 OZ	425	0.0	0.01	0.15
Coreopsis lanceolata	Lance-leaf coreopsis	9.0 OZ	126,000	2.9	4.42	5.43
Coreopsis palmata	Prairie coreopsis	.5 OZ	4,000	0.1	0.14	0.30
Dalea candida	White prairie clover	8.0 OZ	176,000	4.0	6.17	4.83
Dalea purpurea	Purple prairie coneflower	8.0 OZ	136,000	3.1	4.77	4.83
Echinacea pallida	Pale purple coneflower	8.0 OZ	38,400	0.9	1.35	4.83
Ruellia humilis	Wild petunia	3.0 OZ	15,600	0.4	0.55	1.81
Solidago nemoralis	Old field goldenrod	1.25 OZ	312,500	7.2	10.95	0.75
Symphotrichum sericeum	Silky aster	3.0 OZ	96,000	2.2	3.37	1.81
<i>Subtotal</i>			<i>1,035,725</i>		<i>36.31</i>	<i>29.86</i>
GRASSES, SEDGES & RUSHES						
Botanical Name	Common Name	Quantity	# Seeds	/SQFT	%Ct	% Wt
Bouteloua curtipendula	Side-oats Gramma	3.00 LB	192,000	4.4	6.73	28.96
Carex bicknellii	Copper-shouldered Oval Sedge	1.0 OZ	35,000	0.8	1.23	0.6
Eragrostis spectabilis	Purple love grass	1.0 OZ	280,000	6.4	9.82	0.6
Koeleria macrantha	June grass	.25 OZ	50,000	1.1	1.75	0.15
Schizachyrium compositus	Rough dropseed	1.0 LB	720,000	16.5	25.24	28.96
Sporobolus heterolepis	Prairie dropseed	2.0 OZ	28,000	0.6	0.98	1.21
<i>Subtotal</i>			<i>1,817,000</i>		<i>63.69</i>	<i>70.14</i>
Grand Total		165.75 OZ	2,852,725			

For Contractor's information, a custom seed mix meeting this specification is available at Prairie Moon Nursery, Winona MN phone (866) 417-8156.

METHOD OF MEASUREMENT

Low Growing ROW Native Seed Mix shall be measured by plan square yard as listed on the proposal page.

BASIS OF PAYMENT

Low Growing ROW Native Seed Mix shall be measured as described above and shall be paid for at the contract unit prices 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.

BID ITEM 90010 – GREENWAY SWALE SEED MIX

DESCRIPTION

Work under this bid item includes seeding all areas identified on the plans for Greenway Swale Seed Mix. Seeding shall be completed in accordance with these special provisions and Article 207 of the latest edition of the City of Madison Standard Specifications for Public Works Construction.

This seeding shall be completed at two different times.

1. In February 2024, the contractor shall dormant seed all areas called out for Greenway Swale Seed Mix, except for areas within the Phase Three Limits shown on plans and in Attachment C.
2. Once Phase Three is complete in 2024, the contractor shall seed the areas within the Phase Three Limits.

All other sections of Part Two of the City of Madison Standard Specifications for Public Works Construction shall be applicable. Watering shall be incidental to this bid item per BID ITEM 207.2(e).

The Engineer shall inspect and approve the seed prior to placement. The Contractor shall submit photos of seed bag labels and seed mix composition to Construction Engineering for approval prior to seeding

Substitution requests shall be submitted to City Engineering for review and approval. Contractor is notified that if an alternate is allowed, the rate of seed may be altered as a condition of approval, and seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeastern Minnesota, Eastern Iowa, Southern Wisconsin or Northern Illinois.

The native seed mix shall be as listed below. Seed mix shall be applied at 7.6 lbs per acres, 261 seeds per sq/ft.

FORBS		
Botanical Name	Common Name	% Wt
Acorcus americanus	Sweet flag	0.69
Alisma subcordatum	Mud plantain	1.39
Ammannia coccinea	Scarlet toothcup	.69
Aslepias incarnata	Rose milkweed	4.14
Bidens aristosa	Swamp marigold	1.38
Boltonia asteroides	False aster	.90
Aster umbellatus	Flat-topped aster	.0

Eupatorium perfoliatum	Boneset	.69
Euthamia gramifolia	Grass-leaved goldenrod	1.38
Eutrochium maculatum	Joe pye Weed	.69
Helenium autumnale	Sneezeweed	1.38
Hibiscus laevis	Rose mallow	2.75
Iris virginica var. shrevei	Southern blue flag	3.45
Liastris pycnostachya	Prairie blazing star	5.52
Lobelia cardinalis	Cardinal flower	0.34
Mimulus ringens	Monkey flower	0.30
Oligoneuron riddellii	Riddell's goldenrod	.60
Penthorum sedoides	Ditch stonecrop	1.38
Physostegia virginiana	Obedient plant	1.03
Pycnanthemum virginianum	Mountain mint	0.69
Ranunculus sceleratus	Annual buttercup	1.38
Sagittaria latifolia	Common arrowhead	0.75
Sparganium eurycarpum	Great bur reed	11.11
Symphotrichum novae-angliae	New England aster	1.20
Verbena hastata	Blue vervain	3.00
Veronica fasciculata	Common ironweed	1.38
<i>Subtotal</i>		50.53%
GRASSES, SEDGES & RUSHES		
Botanical Name	Common Name	% Wt
Bromus ciliates	Fringed brome	20.41
Carex comosa	Bristly sedge	1.38
Carex crinite	Fringed sedge	4.14
Carex hystercina	Porcupine sedge	3.00
Carex vulpinoidea	Brown fox sedge	2.07
Eleocharis acicularis	Spike rush	1.38
Elymus virginicus	Virginina wild rye	11.03
Glyceria grandis	Reed manna grass	2.07
Scirpus atrovirens	Dark green Bulrush	0.69
Scirpus cyperinus	Wool grass	0.30
Scirpus validus	Great bulrush	1.50
Spartina pectinate	Cordgrass	1.50
<i>Subtotal</i>		49.47%

For Contractor's information, a seed mix meeting this specification is available at Prairie Moon Nursery, Winona MN (866) 417-8156.

<https://www.prairiemoon.com/tall-sedge-meadow-seed-mix-prairie-moon-nursery.html#panel-components>

METHOD OF MEASUREMENT

Greenway Swale Seed Mix shall be measured by plan square yard as listed on the proposal page.

BASIS OF PAYMENT

Greenway Swale Seed Mix shall be measured as described above and shall be paid for at the contract unit prices 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.

BID ITEM 90011 – WETLAND RESTORATION SEED MIX

Work under this bid item includes seeding all areas within the right of way as identified on the plans for Wetland Restoration Seed Mix. Seeding shall be completed in accordance with these special provisions and Article 207 of the latest edition of the City of Madison Standard Specifications for Public Works Construction.

This seeding shall be completed at two different times.

1. In February 2024, the contractor shall dormant seed all areas called out for Wetland Restoration Seed Mix, except for areas within the Phase Three Limits shown on plans and in Attachment C.
2. Once Phase Three is complete in 2024, the contractor shall seed the areas within the Phase Three Limits.

All other sections of Part Two of the City of Madison Standard Specifications for Public Works Construction shall be applicable. Watering shall be incidental to this bid item per BID ITEM 207.2(e).

The Engineer shall inspect and approve the seed prior to placement. The Contractor shall submit photos of seed bag labels and seed mix composition to Construction Engineering for approval prior to seeding

Substitution requests shall be submitted to City Engineering for review and approval. Contractor is notified that if an alternate is allowed, the rate of seed may be altered as a condition of approval, and seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeastern Minnesota, Eastern Iowa, Southern Wisconsin or Northern Illinois.

The native seed mix shall be as listed below. Seed mix shall be applied at 239 seeds per sq/ft.

FORBS						
Botanical Name	Common Name	Quantity	# Seeds	/SQFT	%Ct	% Wt
Asclepias incarnata	Rose milkweed	8.0 OZ	38,400	0.9	.37	7.91
Eupatorium perfoliatum	Boneset	3.0 OZ	480,000	11.0	4.6	2.97
Lobelia siphilitica	Great blue lobelia	4.0 OZ	2,000,000	45.9	19.17	3.96
Pycnanthemum virginianum	Mountain mint	2.5 OZ	500,000	11.5	4.79	2.47
Verbena hastata	Blue vervain	8.0 OZ	744,000	17.1	7.13	7.91
Vernonia noveboracensis	Ironweed	5.0 OZ	100,000	2.3	0.96	4.95

<i>Subtotal</i>		30.50 OZ	3,862,400		37.02	30.17
GRASSES, SEDGES AND RUSHES						
Botanical Name	Common Name	Quantity	# Seeds	/SQFT	%Ct	% Wt
Calamagrostis canadensis	Blue joint grass	.5 OZ	140,000	3.2	1.34	.49
Carex hystericina	Porcupine sedge	6.0 OZ	180,000	4.1	1.73	5.93
Carex lacustris	Common lake sedge	0.10 OZ	1,500	0.0	0.01	0.10
Carex vulpinoidea	Brown fox sedge	6.0 OZ	480,000	11.0	4.60	5.93
Elymus virginicus	Virginia wild rye	1.0 LB	56,000	1.3	0.54	15.83
Panicum virgatum	Switch grass	1.0 LB	224,000	5.1	2.15	15.83
Scirpus atrovirens	Dark green bulrush	4.0 OZ	1,840,000	42.2	17.64	3.96
Scirpus cyperinus	Wool grass	2.0 OZ	3,400,000	78.1	32.59	1.98
Scirpus validus	Great bulrush	4.0 OZ	152,000	3.5	1.46	3.96
Spartina pectinate	Cord grass	1.0 LB	96,000	2.2	0.92	15.83
<i>Subtotal</i>		70.60 OZ	6,569,500		62.93	69.83
Grand Total		101.100 OZ	10,431,900			

For Contractor's information, a custom seed mix meeting this specification is available at Prairie Moon Nursery, Winona MN phone (866) 417-8156.

METHOD OF MEASUREMENT

Wetland Restoration Seed Mix shall be measured by plan square yard as listed on the proposal page.

BASIS OF PAYMENT

Wetland Restoration Seed Mix shall be measured as described above and shall be paid for at the contract unit prices 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.

BID ITEM 90012 – UPLAND NATIVE SEED MIX

Work under this bid item includes seeding all areas within the right of way as identified on the plans with Upland Native Seed Mix in accordance with these special provisions and Article 207 of the latest edition of the City of Madison Standard Specifications for Public Works Construction.

All other sections of Part Two of the City of Madison Standard Specifications for Public Works Construction shall be applicable. Watering shall be incidental to this bid item per BID ITEM 207.2(e).

The Engineer shall inspect and approve the seed prior to placement. The Contractor shall submit photos of seed bag labels and seed mix composition to Construction Engineering for approval prior to seeding

Substitution requests shall be submitted to City Engineering for review and approval. Contractor is notified that if an alternate is allowed, the rate of seed may be altered as a condition of approval, and seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeastern Minnesota, Eastern Iowa, Southern Wisconsin or Northern Illinois.

The native seed mix shall be as listed below. Seed mix shall be applied at 55 seeds per sq/ft.

FORBS						
Botanical Name	Common Name	Quantity	# Seeds	/SQFT	%Ct	% Wt
Achillea millefolium	Yarrow	1.0 OZ	178,000	4.1	7.39	0.58
Asclepias syriaca	Common milkweed	7.25 OZ	29,000	0.7	1.2	4.23
Astragalus canadensis	Canada milk vetch	2.25 OZ	33,750	0.8	1.40	1.31
Chamaecrista fasciculata	Partridge pea	1.25 LB	54,000	1.2	2.24	11.66
Rudbeckia triloba	Brown-eyed sustan	1.50 OZ	60,000	1.4	2.49	0.87
Solidago speciosa	Showy goldenrod	3.5 OZ	262,500	6.0	10.91	2.04
Symphotrichum leave	Smooth blue aster	6.0 OZ	330,000	7.6	13.71	3.5
Ziza aurea	Golden alexanders	10.0 OZ	110,000	2.5	4.57	5.83
<i>Subtotal</i>		<i>51.50 OZ</i>	<i>1,057,250</i>		<i>43.92</i>	<i>30.03</i>
GRASSES, SEDGES & RUSHES						
Botanical Name	Common Name	Quantity	# Seeds	/SQFT	%Ct	% Wt
Andropogon gerardii	Big bluestem	2.0 OZ	20,000	0.5	.83	1.17
Bouteloua curtipendula	Sideoats grama	3.0 LB	192,000	4.4	7.98	27.99
Carex brevior	Plains oval sedge	2.0 OZ	58,000	1.3	2.41	1.17
Carex vulpinoidea	Brown fox sedge	3.0 OZ	240,000	5.5	9.97	1.75
Elymus canadensis	Canada wild rye	5.5 OZ	28,600	0.7	1.19	3.21
Elymus virginicus	Virginina wild rye	5.5 OZ	19,250	0.4	0.80	3.21
Panicum virgatum	Switch grass	2.0 OZ	28,000	0.6	1.16	1.17
Schizachyrium scoparium	Little bluestem	3.0 LB	720,000	16.5	29.91	27.99
Sorghastrum nutans	Indian grass	4.0 OZ	44,000	1.0	1.83	2.33
<i>Subtotal</i>		<i>120.00 OZ</i>	<i>1,349,850</i>		<i>56.08</i>	<i>69.97</i>
Grand Total		171.50 OZ	2,407,100			

For Contractor's information, a custom seed mix meeting this specification is available at Prairie Moon Nursery, Winona MN phone (866) 417-8156.

METHOD OF MEASUREMENT

Upland Native Seed Mix shall be measured per square yard of material provided, transported, and placed onsite based on quantities listed in the proposal page.

BASIS OF PAYMENT

Upland Native Seed Mix shall be measured as described above and shall be paid for at the contract unit prices 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.

BID ITEM 90013 – ROOTSTOCK PROTECTION

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to install rootstock protection for wetland plantings at locations determined by the Contractor.

Emergent wetland plantings shall be placed in groupings of at least ~100 plants in order to minimize the amount of rootstock protection required.

MATERIALS

The Contractor shall furnish and install posts consisting of 1" x 2" x 5' wooden stakes.

The Contractor shall furnish cross members that consist of biodegradable, natural organic fiber bailing twine.

CONSTRUCTION

The Contractor shall install posts a minimum of 2 feet into the ground or to a depth that secures the post and resists being pushed over. Install rootstock protection in such a manner as to provide a grid like pattern 10 feet by 20 feet through the area of the rootstock plantings. Extend the perimeter of the Rootstock Protection to a minimum of 5 feet in all directions beyond the limits of the rootstock plantings. Attach bailing twine, used as cross members, to all posts as shown in the plan. Attach bailing twine to the posts using knots or any other means approved by the Engineer so that no more than three cross members may be affected if any one cross member breaks or becomes unattached. The Contractor shall use means approved by the Engineer when bailing twine is attached to all intermediate posts.

This bid item shall include maintenance of rootstock protection through the life of the contract, as needed, or within 24 hours of notification by the Engineer.

METHOD OF MEASUREMENT

Rootstock protection shall be measured per square yard.

BASIS OF PAYMENT

Rootstock protection shall be measured as described above and shall be paid for at the contract unit price as listed on the proposal page 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. Overlap and extension of rootstock shall be incidental to the quantities listed in the proposal page.

BID ITEM 90014 – 2024 RESTORATION MAINTENANCE

This bid item includes removal/treatment of invasive or nuisance plant growth throughout the 2024 growing season. This bid item shall include maintaining invasive growth throughout all areas that are not under construction as part of Phase Three improvements as shown on the plan. Phase Three construction is anticipated to occur during 2024.

The Contractor shall be responsible for maintaining the entire site including Phase Three in 2025 per Bid Item 90015 – 2025 RESTORATION MAINTENANCE.

The Contractor shall employ personnel capable of identifying invasive plants and removing the plant as appropriate for that specific species. This restoration is intended to be provide a highly biodiverse, high quality native restoration with minimal invasive species. The expectations for this site shall be at least a 85% native vegetation cover over the established and seeded areas.

This work shall include the removal of all invasive plants listed in Attachment B. Ornamental species that appear to have been planted by adjacent home owners shall not be removed unless approved by the Engineer.

Attachment B includes a list of species to be removed from site along with the tolerance of species and expectations for eradication.

- Species marked for LOW tolerance, includes species that must be completely eradicated from site and continued to be removed throughout contract.
- Species marked for MEDIUM tolerance shall be removed from site, tolerance is allowed if the planting doesn't conflict with native plant establishment.
- Species marked for HIGH tolerance shall be removed when competing with native plant establishment, the contractor shall remove when appropriate, but it is likely not possible to remove all species from site

The Contractor shall assume that woody resprouts both native and non-native species are unwanted and should be controlled, including native woody resprouts that may be desirable in their mature form. Exceptions may be volunteers of the following native woody species: *Quercus* spp., *Carya* spp., *Sambucus canadensis* or *Sambucus racemosa*, *Cornus sericea*, or *Cornus alternifolia*.

The Contractor is expected to begin in the spring to treat invasive plants, with the understanding that timing will be largely dependent on maturity, type, and flowering time of species targeted for removal. The Contractor shall submit a project schedule prior to starting work.

Prior to removing invasive plants, the Contractor shall submit the proposed method for removals for approval from the Engineer. The following submittals are required for this bid item:

- Invasive Removal Approach
- Herbicide Chemistry and Application Method
- Burn Plan

Mobilization, permitting, and all other incidentals are incidental to this bid item.

Invasive Removal Approach

The Contractor shall be required to submit an invasive removal approach prior to starting any invasive removals. The Contractor shall review Attachment A – Ecological Assessment to develop Invasive Removal Approach. This approach shall require a combination of prescribed burning, mowing, hand pulling, and chemical approaches. This work shall also include removal of invasive species within standing water. The Contractor shall be required to completely destroy and prevent spread of any cattails that appear on site.

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.
- Other non-chemical approaches to invasive control to be determined by Contractor.
- 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.

Herbicide Chemistry and Application Method

The herbicide shall be the least toxic required to prevent regrowth. Whenever possible 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 woody 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 Herbicide Chemistry and Application Method 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 <https://www.cityofmadison.com/parks/about/documents/pesticidepolicy2004.pdf>. 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.

The Contractor should be aware that it may be necessary to use an aquatic approved herbicide. Applicators may need to be certified to apply aquatic pesticides with a state DATCP license in the appropriate category. An Aquatic Plant Management Permit may be required from the Wisconsin Department of Natural Resources. All control measures not requiring the use of herbicides must be approved by the Greenway Vegetation Coordinator prior to the start of work.

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 Engineer 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 Engineer 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

Burn Plan

The Contractor shall be required to submit a burn plan for approval by the Engineer prior to construction. The Contractor shall be required to:

- Provide proof of completed training per DNR's standard certifications.
- Obtain an approved burn permit through the Madison Fire Department which shall include the following information in the submittal:
 - Names and on-site cell phone contact information of personnel assisting with burn.
 - Description of vegetation inside, adjacent to, and outside burn areas.
 - Method of starting fire.
 - Method of smoke management.
 - Method of fire management control.
- Provide appropriate signage for major highways, main, and residential roads.
- Coordinate with Maddie Dumas (608) 266-9525, mdumas2@cityofmadison.com to notify residents of scheduled burns.

METHOD OF MEASUREMENT

2024 Restoration Maintenance shall be measured by lump sum.

BASIS OF PAYMENT

2024 Restoration Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90015 – 2025 RESTORATION MAINTENANCE

DESCRIPTION

This bid item includes removal/treatment of invasive or nuisance plant growth throughout the entire project area defined on the plans throughout the 2025 growing season.

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

The Contractor shall employ personnel capable of identifying invasive plants and removing the plant as appropriate for that specific species. This restoration is intended to be provide a highly biodiverse, high quality native restoration with minimal invasive species. The expectations for this site shall be at least a 85% native vegetation cover over the established and seeded areas.

This work shall include the removal of all invasive plants listed in Attachment B. Ornamental species that appear to have been planted by adjacent home owners shall not be removed unless approved by the Engineer.

Attachment B includes a list of species to be removed from site along with the tolerance of species and expectations for eradication.

- Species marked for LOW tolerance, includes species that must be completely eradicated from site and continued to be removed throughout contract.
- Species marked for MEDIUM tolerance shall be removed from site, tolerance is allowed if the planting doesn't conflict with native plant establishment.
- Species marked for HIGH tolerance shall be removed when competing with native plant establishment, the contractor shall remove when appropriate, but it is likely not possible to remove all species from site

The Contractor shall assume that woody resprouts both native and non-native species are unwanted and should be controlled, including native woody resprouts that may be desirable in their mature form. Exceptions may be volunteers of the following native woody species: *Quercus* spp., *Carya* spp., *Sambucus canadensis* or *Sambucus racemosa*, *Cornus sericea*, or *Cornus alternifolia*.

The Contractor is expected to begin in the spring to treat invasive plants, with the understanding that timing will be largely dependent on maturity, type, and flowering time of species targeted for removal. The Contractor shall submit a project schedule prior to starting work.

Prior to removing invasive plants, the Contractor shall submit the proposed method for removals for approval from the Engineer. The following submittals are required for this bid items:

- Invasive Removal Approach
- Herbicide Chemistry and Application Method
- Burn Plan

Mobilization, permitting, and all other incidentals are incidental to this bid item.

Invasive Removal Approach

The Contractor shall be required to submit an invasive removal approach prior to starting any invasive removals. The Contractor shall review Attachment A – Ecological Assessment to develop Invasive Removal Approach. This approach shall require a combination of prescribed burning, mowing, hand pulling, and chemical approaches. This work shall also include removal of invasive species within standing water. The Contractor shall be required to completely destroyed and prevent spread of any cattails that appear on site.

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.
- Other non-chemical approaches to invasive control to be determined by Contractor.
- 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.

Herbicide Chemistry and Application Method

The herbicide shall be the least toxic required to prevent regrowth. Whenever possible 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 woody 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 Herbicide Chemistry and Application Method 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 <https://www.cityofmadison.com/parks/about/documents/pesticidepolicy2004.pdf>. 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.

The Contractor should be aware that it may be necessary to use an aquatic approved herbicide. Applicators may need to be certified to apply aquatic pesticides with a state DATCP license in the appropriate category. An Aquatic Plant Management Permit may be required from the Wisconsin Department of Natural Resources. All control measures not requiring the use of herbicides must be approved by the Greenway Vegetation Coordinator prior to the start of work.

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 Engineer 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 Engineer 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

Burn Plan

The Contractor shall be required to submit a burn plan for approval by the Engineer prior to construction. The Contractor shall be required to:

- Provide proof of completed training per DNR's standard certifications.
- Obtain an approved burn permit through the Madison Fire Department which shall include the following information in the submittal:
 - Names and on-site cell phone contact information of personnel assisting with burn.
 - Description of vegetation inside, adjacent to, and outside burn areas.
 - Method of starting fire.
 - Method of smoke management.
 - Method of fire management control.
- Provide appropriate signage for major highways, main, and residential roads.
- Coordinate with Maddie Dumas (608) 266-9525, mdumas2@cityofmadison.com to notify residents of scheduled burns.

METHOD OF MEASUREMENT

2025 Restoration Maintenance shall be measured as a Lump Sum.

BASIS OF PAYMENT

2025 Restoration Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT

**LOWER BADGER MILL PONDS RESTORATION
CONTRACT NO. 9390**

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 - 2023 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
LOWER BADGER MILL PONDS RESTORATION
CONTRACT NO. 9390

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:

LOWER BADGER MILL PONDS RESTORATION CONTRACT NO. 9390

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 _____ between _____ hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on _____, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

LOWER BADGER MILL PONDS RESTORATION CONTRACT NO. 9390

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 as provided by law.
4. **A. Non-Discrimination.** During the term of 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.
B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated

by the 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.

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

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

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES - _____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20____.

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:

**LOWER BADGER MILL PONDS RESTORATION
CONTRACT NO. 9390**

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

Surety Seal
 Salary Employee Commission

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

The foregoing Bond has been approved as to form:

Date

City Attorney