

# **BIDDING DOCUMENTS**

**Eau Claire, Wisconsin  
Procurement No. 2024-55**



## **POLLINATOR HABITATS FOR CITY OF EAU CLAIRE PROPERTIES**

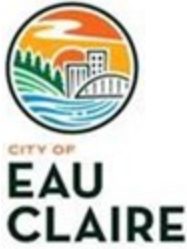
**Provisions have been made to  
pay the liability that will  
accrue under this contract:  
Account Nos.**

**Contract approved as to form:**

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<b>Finance Director</b>	<b>Date</b>	<b>City Attorney</b>	<b>Date</b>
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# Introductory Information



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**1000** Specifications (2 Pages) with Attached Maps of Potential Pollinator Locations (28 pages)

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**OTHER CONTRACT PROVISIONS**

***STANDARD GENERAL CONDITIONS AND SPECIFICATIONS FOR STREET AND UTILITY CONSTRUCTION*** \*This manual is adopted by reference and made a part of this contract as if fully set forth herein. Note: To view this manual, please visit our website <https://www.eauclairewi.gov/government/our-divisions/purchasing>

*It contains:*

**0700** Conditions of the Contract  
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<b>00 90 00</b>	Revisions, Clarifications, and Modifications

# Bid Invitation

CITY OF EAU CLAIRE, WISCONSIN  
NOTICE OF INVITATION FOR BIDS

Sealed bids, submitted in accordance with the Invitation for Bids for **Procurement No. 2024-55, Pollinator Habitats for City of Eau Claire Properties**, must be received in the Office of the City Purchasing Manager at 203 S. Farwell Street by **2:00 PM Local Time on November 26, 2024**.

The City of Eau Claire is using funds for this project issued under H.R.1319 American Rescue Plan Act of 2021.

The bids will be opened and made public in the City Hall Council Chambers, Eau Claire, Wisconsin.

5% bid security is required.

To obtain a copy of the bid documents related to this notice visit [www.demandstar.com](http://www.demandstar.com)  
For questions regarding this project contact the Purchasing office, 203 S. Farwell Street, P.O. Box 5148, Eau Claire, WI 54702-5148, telephone (715) 839-4957.

# Specifications

# CITY OF EAU CLAIRE, WISCONSIN

## PROJECT NO. 2024-55

### POLLINATOR HABITAT SPECIFICATIONS

#### **Request for Bids: Pollinator Habitat Installation on City of Eau Claire properties**

The City of Eau Claire Community Services Department is soliciting bids from qualified landscaping contractors for the installation of pollinator habitats in various city parks, right of ways, and other city property, aiming to enhance biodiversity and support local pollinator populations.

#### Project Overview:

- **Scope of Work:**

Design, site preparation, planting, and initial maintenance of pollinator habitats in designated areas across multiple city locations. Maps of identified potential areas are included in this document. Current maps show approximately 45 various locations which are subject to change. Depending on costs and other circumstances, properties could be added or removed at the City's discretion. The scope of the project, including the square footage to be planted, will be determined in the final contract between the selected bidder and the City. Any square footage figures provided in this request are estimates only. The total project price will not exceed \$500,000.

- **Plant Selection:**

Utilize a diverse seed mix of native plant species suitable for attracting pollinators, including bees, butterflies, and hummingbirds, with consideration for bloom time variation throughout the growing season. Seed mix should be close to 50% forbs and 50% grasses. Most areas do not have height restriction however, accommodations for shorter seed mixes will be needed within traffic vision triangles and other traffic control measures.

- **Site Assessment:**

Most sites are full sun with some containing partial shade. Bidder's must conduct a thorough site assessment to identify suitability of selected planting locations, soil conditions, and potential challenges within each location. Contractor will be responsible for any Digger's Hotline tickets needed for identified locations.

- **Timeline:**

An ideal timeline will be for planning, design, and site preparation to occur during early and mid-2025 with planting occurring no later than fall of 2025. Initial growing season maintenance would then be required for the 2026 year.

#### Bid Submission Requirements:

- **Detailed Proposal:**

- Proposed plant/seed species list with scientific names, bloom times, and ecological benefits.
- Site-specific planting plans and potential design elements.



- Detailed cost breakdown per acre including labor, materials, trip charge, and any necessary permits.
  - Project timeline and implementation schedule (2025).
  - Maintenance plan for the initial growing season (2026).
  - Maintenance plan for after the initial growing season to be provided to the City.
  - Qualifications and experience in native plant installation and pollinator garden design.
- **Pricing Schedule:**  
Clearly itemized pricing for each location, including options for phased implementation if applicable. Total project not to exceed \$500,000.
  - **References:**  
Provide a list of previous projects demonstrating expertise in pollinator garden installation, including contact information for verification.

Important Considerations:

- **Sustainability:**  
Prioritize native plant species with minimal water requirements and no pesticide needs.
- **Public Education:**  
Include plans for signage or interpretive materials to educate park visitors about the importance of pollinators and the garden design.
- **Community Engagement:**  
Potential opportunities to involve local community groups or volunteers in planting activities.

Evaluation Criteria:

- **Technical Expertise:** Understanding of local pollinator species, appropriate plant selection, and site-specific design elements.
- **Cost Competitiveness:** Price proposal compared to other bids while maintaining quality standards.
- **Project Management:** Comprehensive implementation plan and clear communication strategy.
- **Sustainability Practices:** Emphasis on native plant use and environmentally conscious methods.

By submitting a bid, contractors acknowledge they have reviewed and understand all project requirements and are committed to delivering high-quality pollinator gardens that benefit the City of Eau Claire, Wisconsin.

# City of Eau Claire – Potential Pollinator Locations

## - 9th Avenue / Broadway Street



## - Archery Park

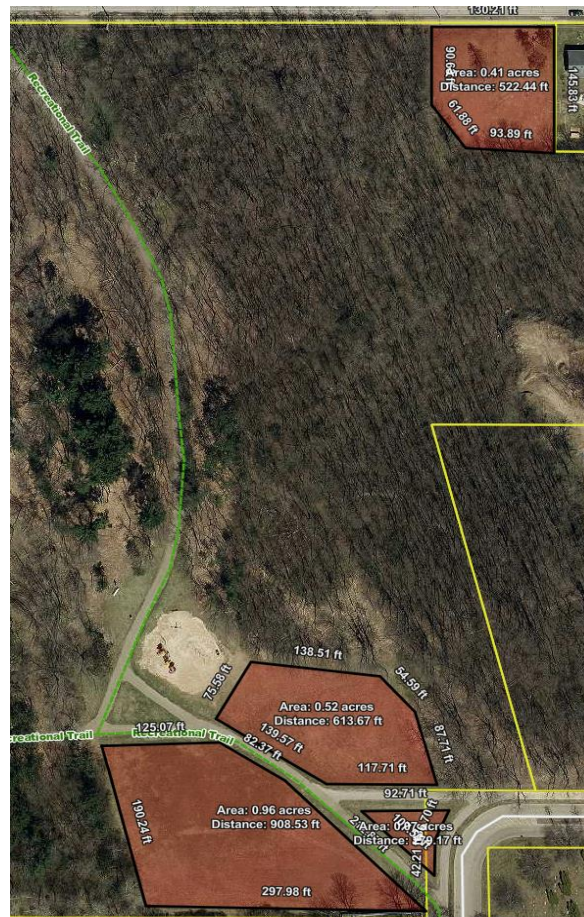


# City of Eau Claire – Potential Pollinator Locations

## - Boyd Park



## - Buffington Park



# City of Eau Claire – Potential Pollinator Locations

## - Cameron Park

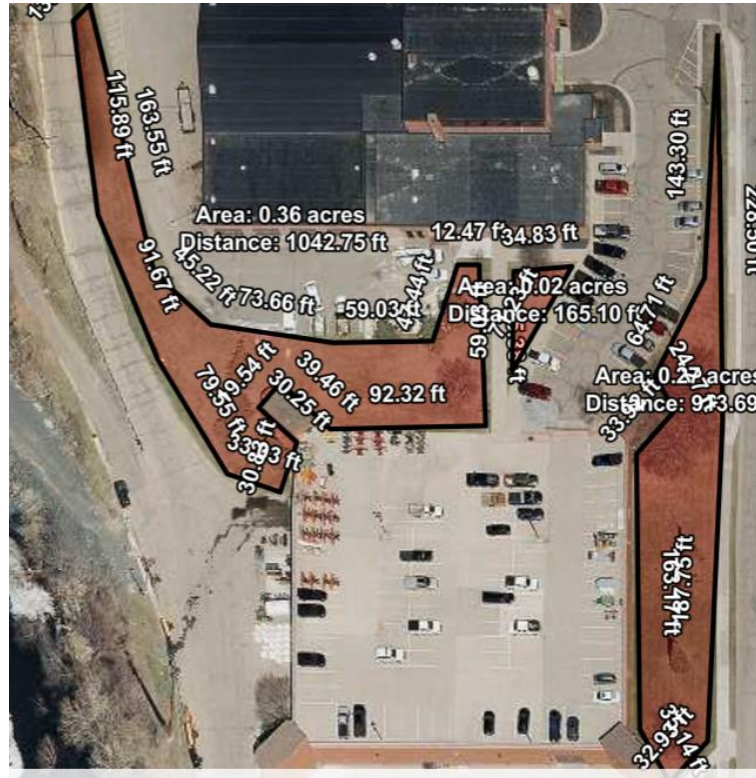


## - Cameron Street / Madison Street



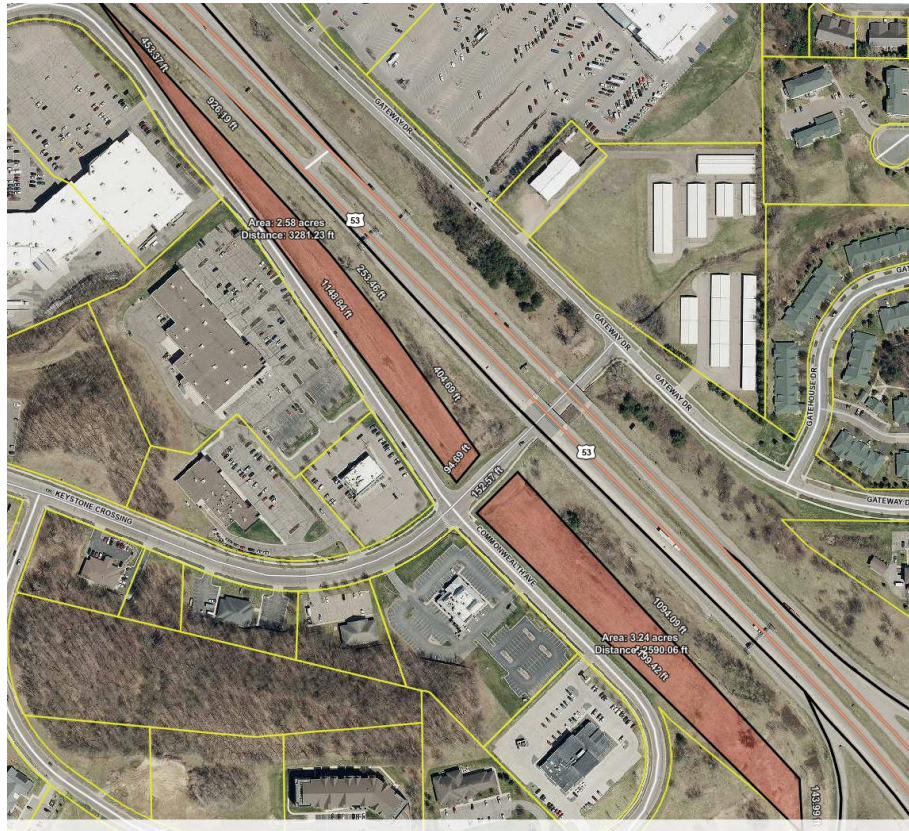
# City of Eau Claire – Potential Pollinator Locations

## - Central Maintenance Facility



# City of Eau Claire – Potential Pollinator Locations

## - Commonwealth Avenue



## - County Farm Park

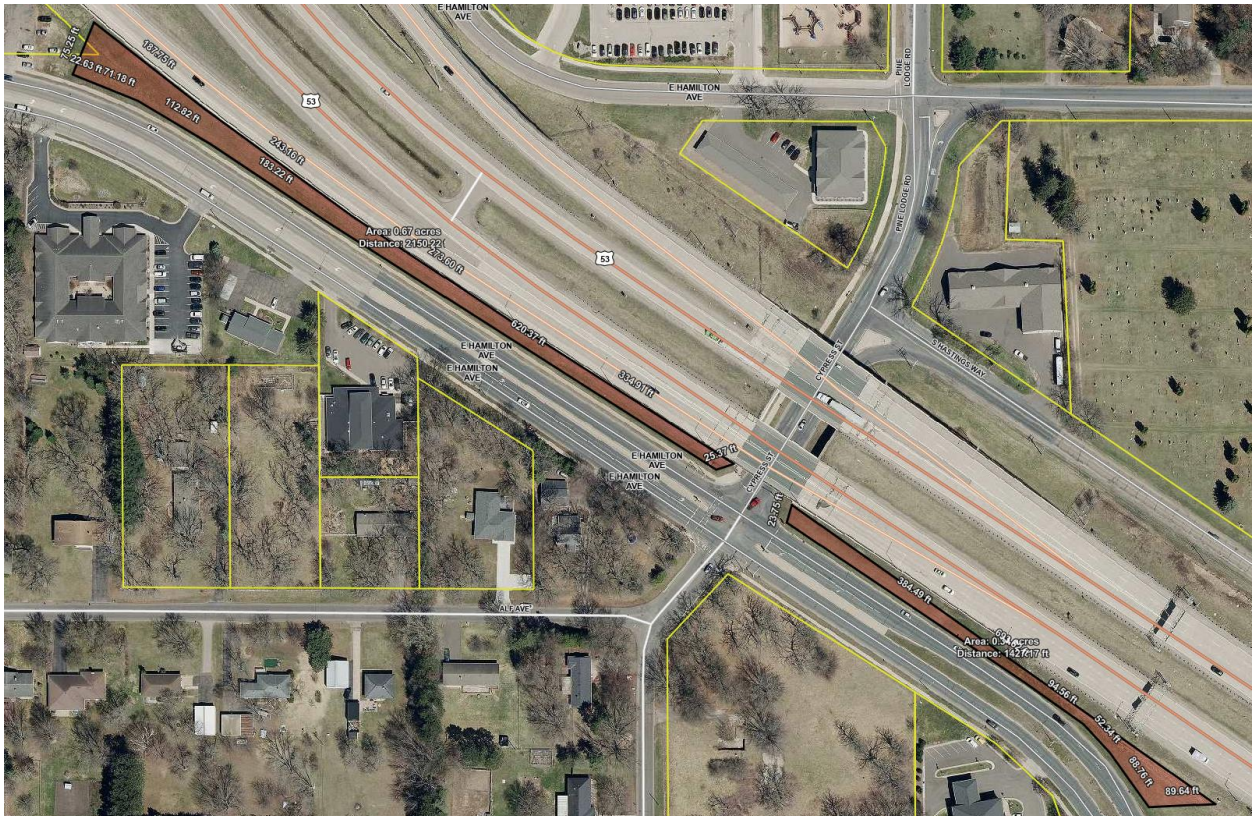


# City of Eau Claire – Potential Pollinator Locations

## - Demmler Park



## - E. Hamilton Avenue / Cypress Street

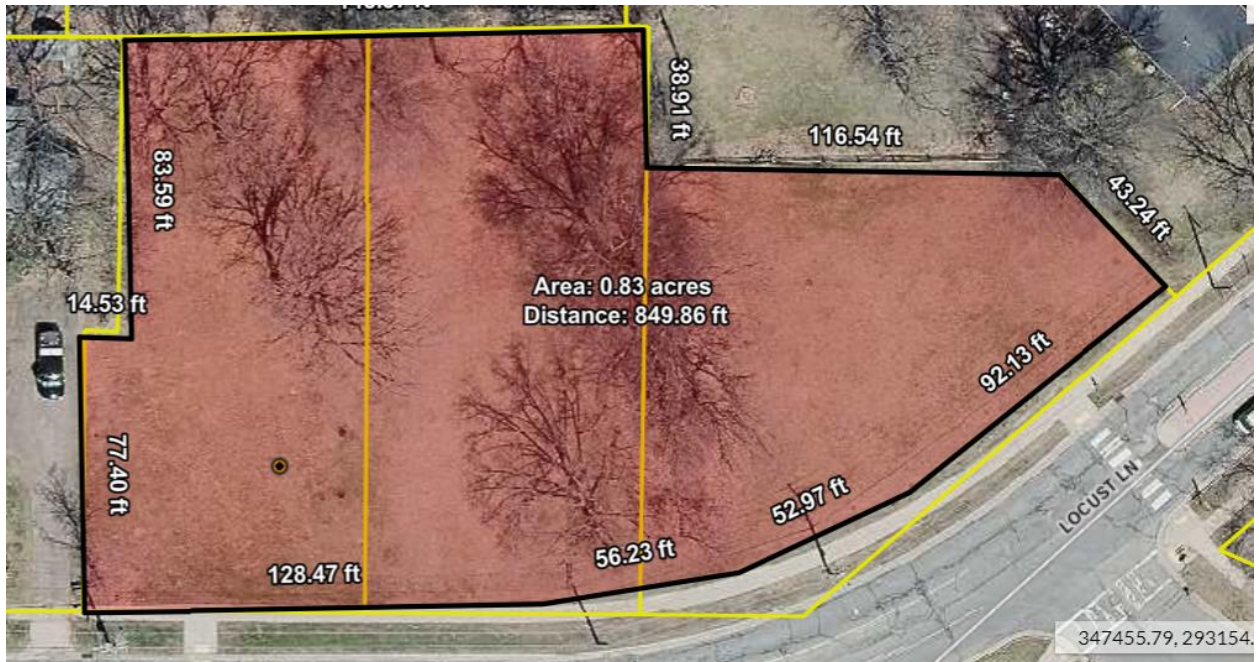


# City of Eau Claire – Potential Pollinator Locations

## - E. Hamilton Avenue



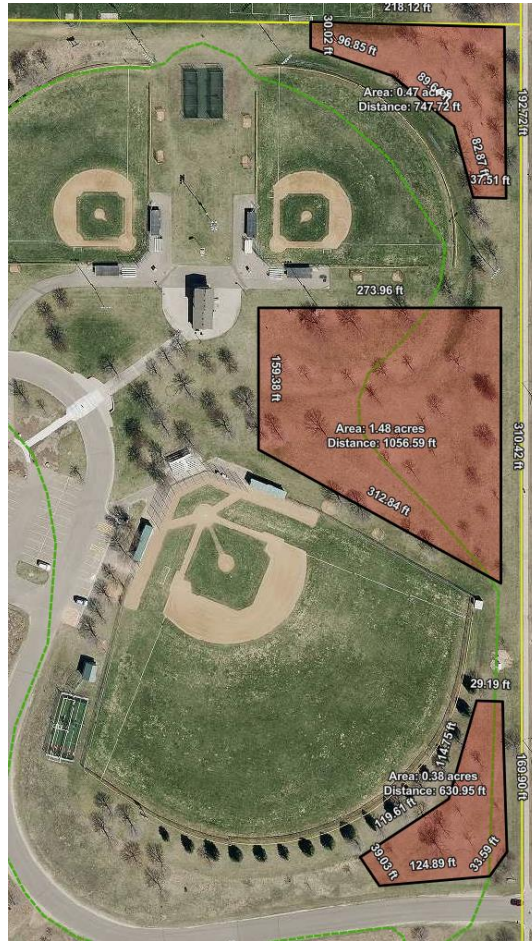
## - Eddy Lane





# City of Eau Claire – Potential Pollinator Locations

## - Fairfax Park



## - Ferry Street Outside WW Plant



# City of Eau Claire – Potential Pollinator Locations

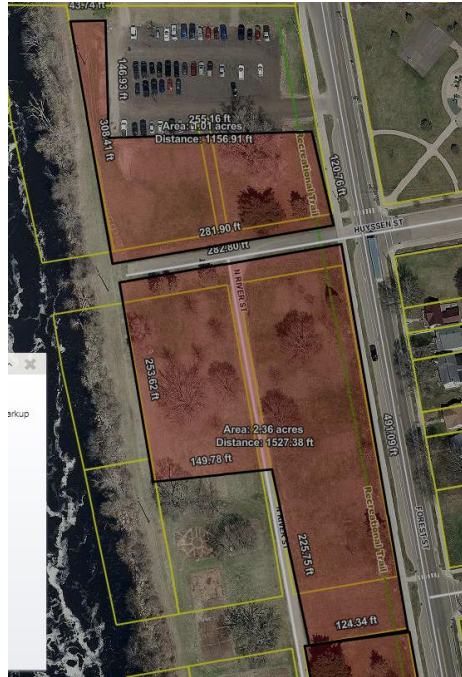
## - Florence Avenue / Bell Street



## - Forest Street Park



# City of Eau Claire – Potential Pollinator Locations



- Hastings / Highway 312



# City of Eau Claire – Potential Pollinator Locations

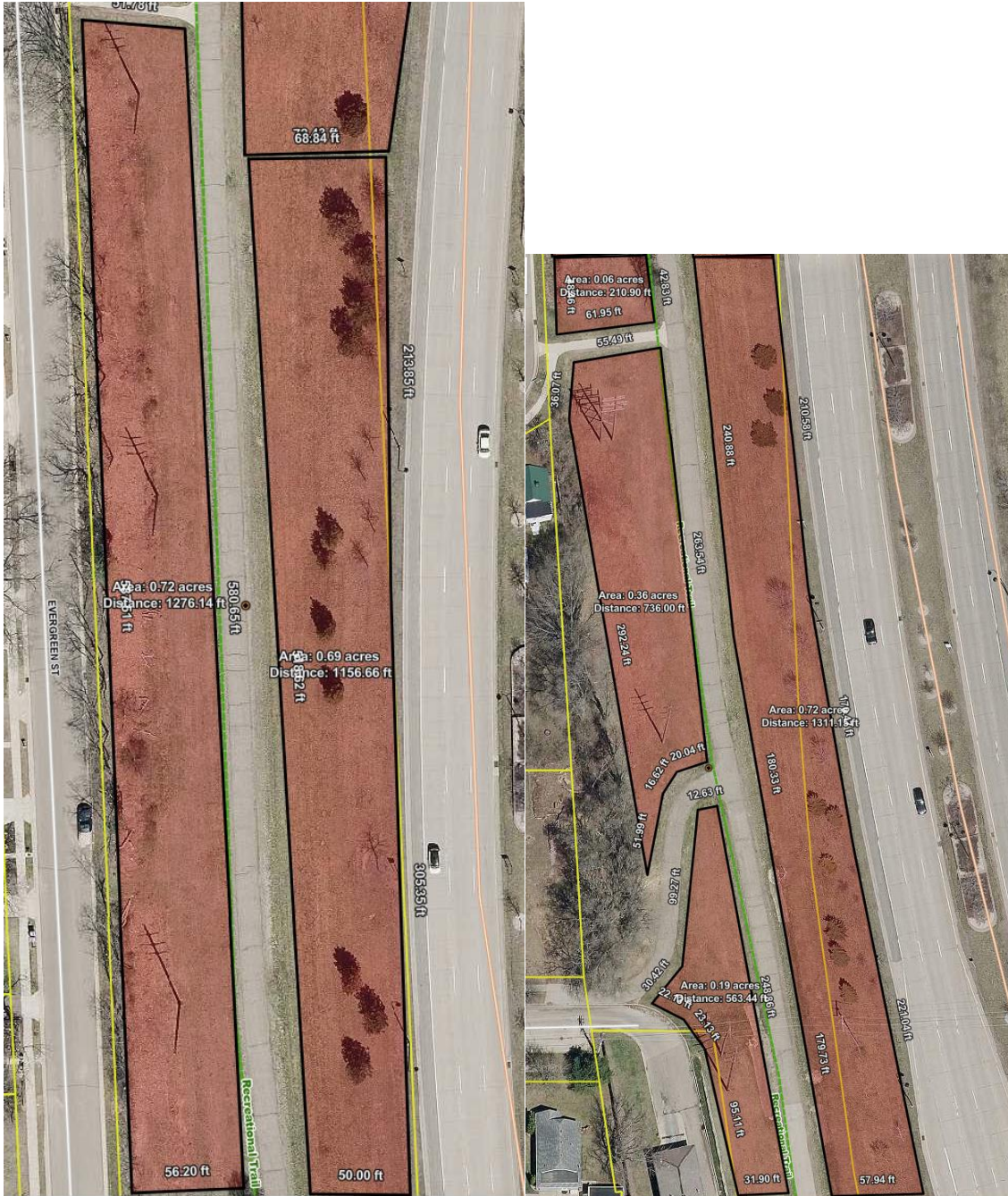
## - Hastings Way – Right of Way



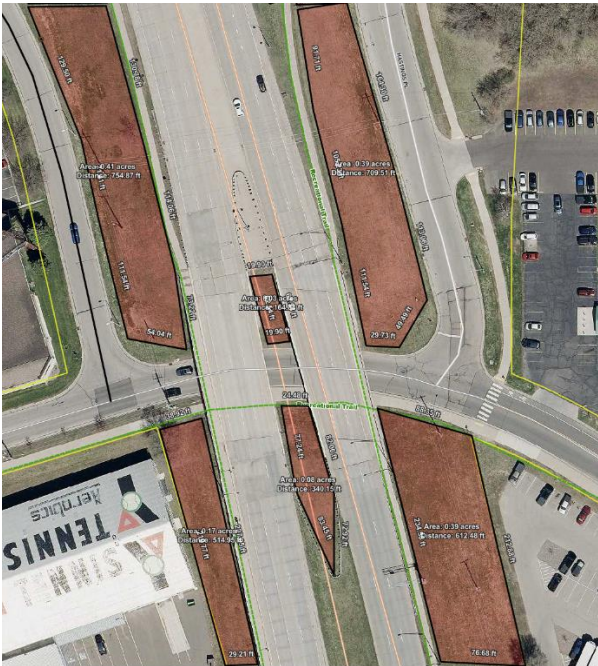
### City of Eau Claire – Potential Pollinator Locations



# City of Eau Claire – Potential Pollinator Locations



### City of Eau Claire – Potential Pollinator Locations



# City of Eau Claire – Potential Pollinator Locations

## - High Bridge



## - Highway 12 / Hastings Way





# City of Eau Claire – Potential Pollinator Locations

## - Jeffer's Park

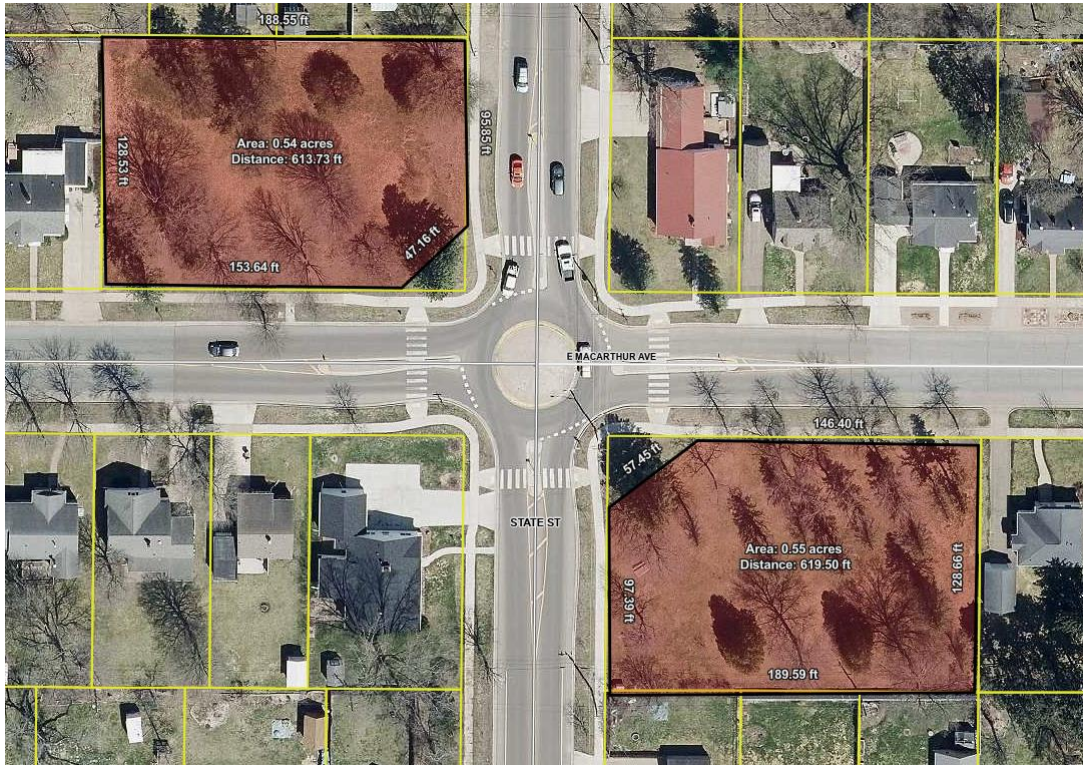


## - Kappus Park



# City of Eau Claire – Potential Pollinator Locations

## - MacArthur Avenue / State Street



## - Mt. Tom

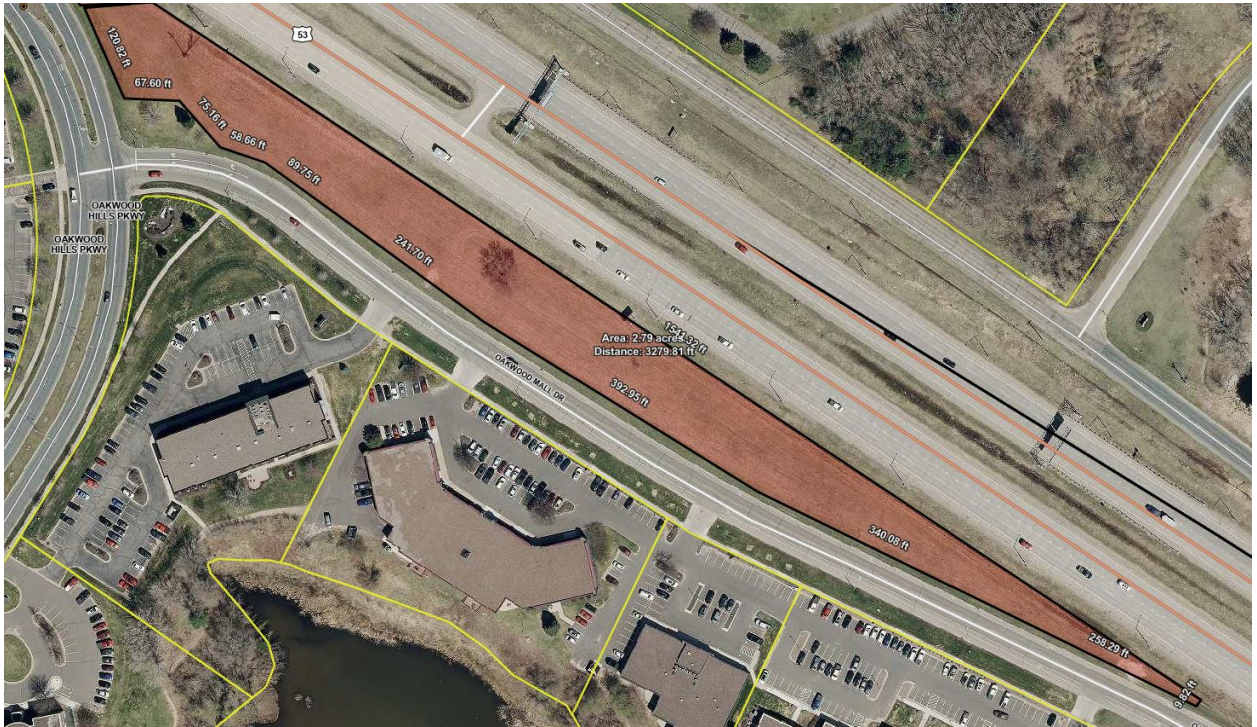


## - North Crossing / Abbie Hill



# City of Eau Claire – Potential Pollinator Locations

## - Oakwood Mall Drive



## - Old Wells Road



# City of Eau Claire – Potential Pollinator Locations

## - Owen Park

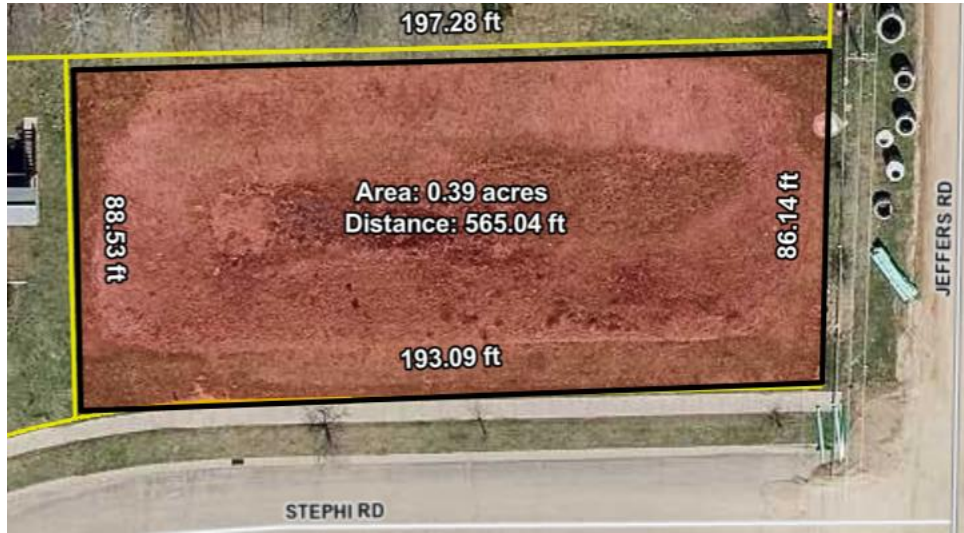


## - River Prairie / Malden Avenue



## City of Eau Claire – Potential Pollinator Locations

### - Stephi Road



### - Trail Head – Folsom Street



# City of Eau Claire – Potential Pollinator Locations

## - University Park



## - W. Princeton Avenue



# City of Eau Claire – Potential Pollinator Locations

## - Wanger / Bellevue



## - Wander Court



## - Water Plant – Front Yard



# City of Eau Claire – Potential Pollinator Locations

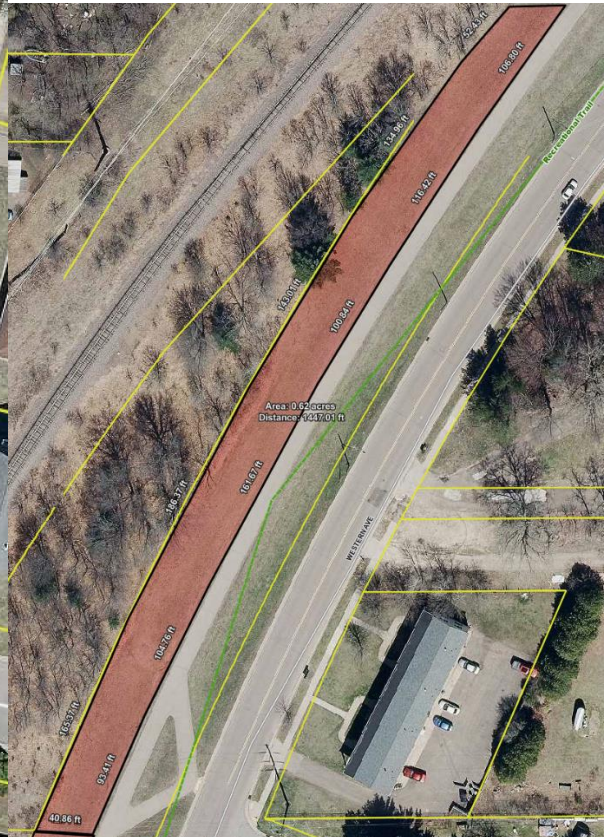
## - Welsh Court



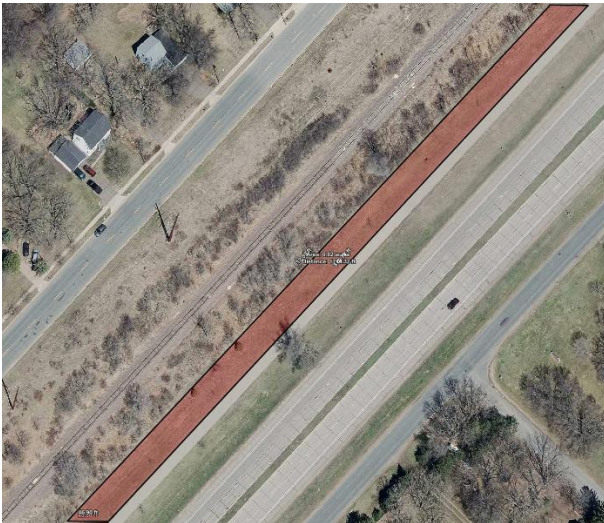
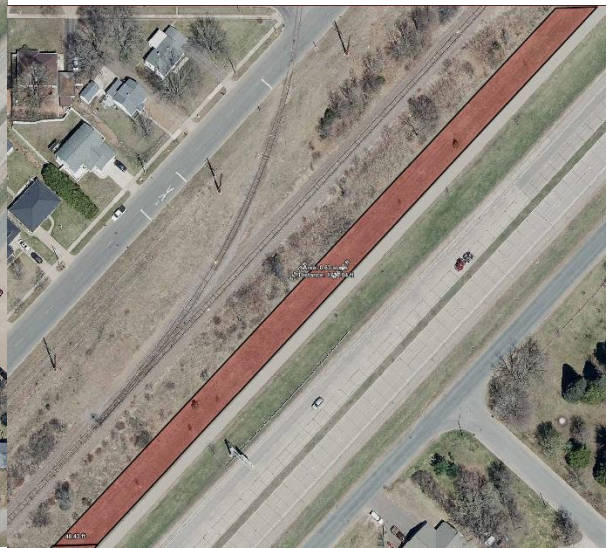
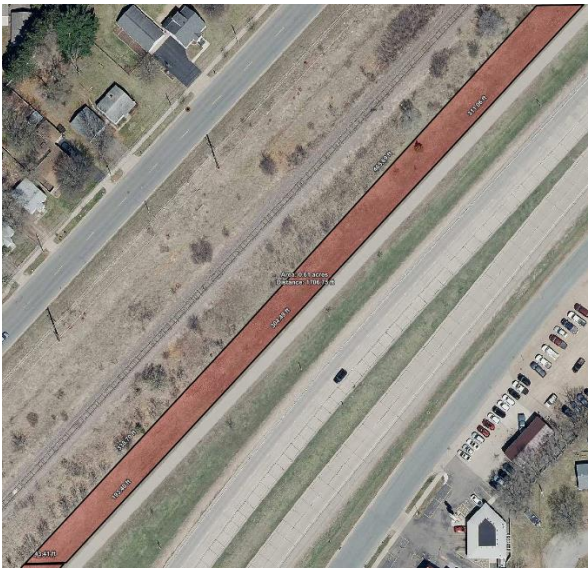


# City of Eau Claire – Potential Pollinator Locations

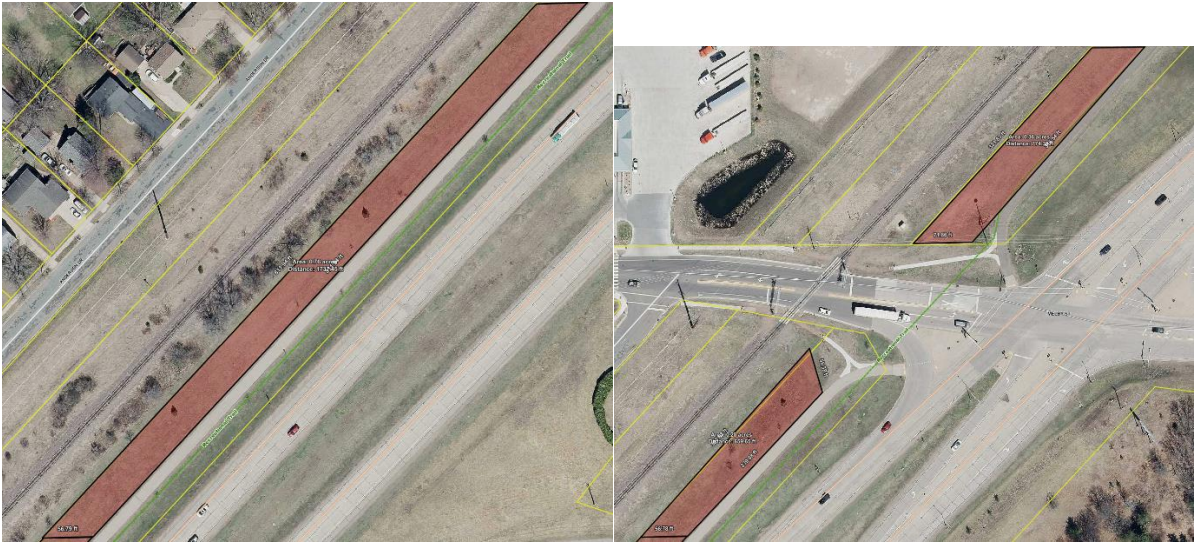
## - Western Avenue Bike Trail



# City of Eau Claire – Potential Pollinator Locations



# City of Eau Claire – Potential Pollinator Locations



Area: 0.20 acres  
Distance: 497.56 ft

56.77 ft

49.01 ft

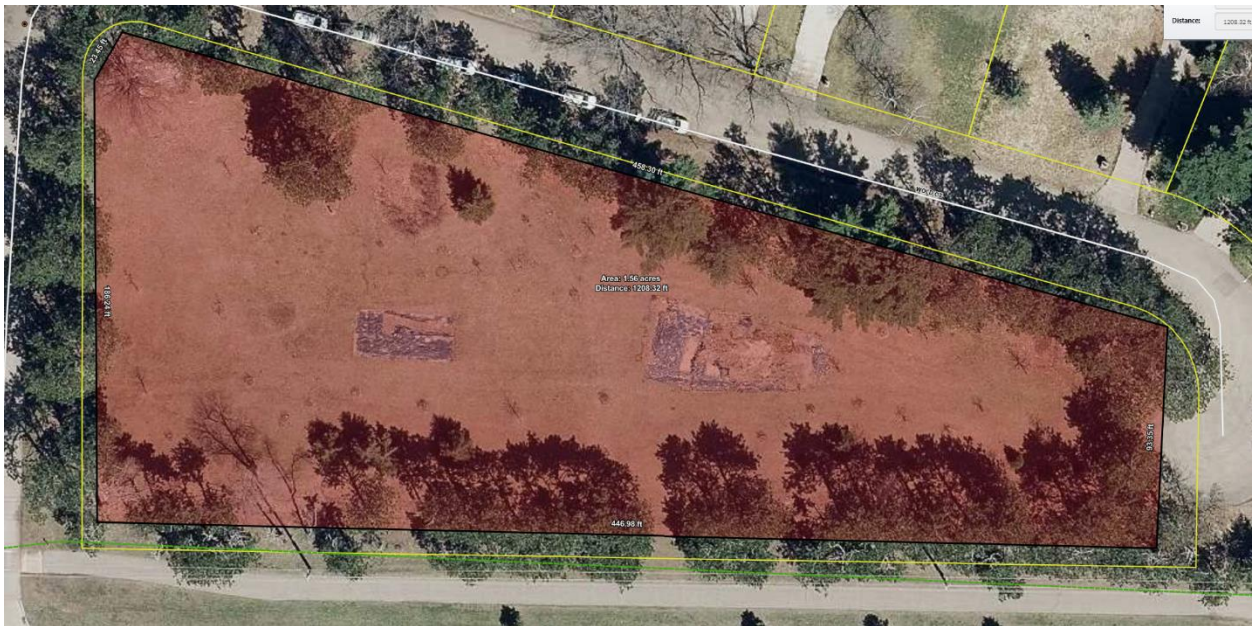
Recreational Trail

# City of Eau Claire – Potential Pollinator Locations

## - Westridge Park



## - Wold Court



# City of Eau Claire – Potential Pollinator Locations

## - Zephyr Hill Park



# Procurement Requirements

# **CITY OF EAU CLAIRE WISCONSIN**

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

### **DEFINITIONS**

The "Bid Document", hereinafter abbreviated BD, means all documents identified in the Bid Document Table of Contents for this project, and any other documents attached and/or incorporated by reference, utilized for soliciting bids. "City" means City of Eau Claire, Wisconsin. "Owner" means City of Eau Claire, Wisconsin.

### **EXAMINATION OF BIDDING DOCUMENTS**

Prospective Bidders are herewith furnished with all documents listed in the BD Table of Contents (TOC) except where noted.

All prospective Bidders, before submitting a bid, shall carefully read the BD which contains provisions applicable to Bidders, successful Bidders and subcontractors.

The prospective Bidders, after careful examination of the BD, may make written request to the City Purchasing Manager for interpretation or correction of any ambiguity, inconsistency or error discovered. The City will issue any interpretation or correction as an Addendum to the BD. Only written interpretation or correction by addendum shall be binding. No prospective Bidder shall rely upon any interpretation or correction given by any other method. All written requests shall be submitted no later than 10 calendar days prior to the bid receipt deadline. A reasonable time prior to the bid receipt deadline, any addenda will be mailed or delivered to each prospective bidder recorded by the owner as having received the BD and will be available for inspection wherever the BD is kept available for that purpose.

Prospective Bidders on construction projects or projects where installation of supplies is required shall carefully inspect the proposed work site. By virtue of submitting a bid, the Bidder declares that he or she has investigated and is fully aware of the conditions to be encountered, the character and quantity of the work to be performed, the materials to be furnished and the finished product that is expected and that he understands all the requirements of the BD and further, accepts the conditions at the construction or installation site as they exist and warrants and represents that the requirements of the BD can and will be performed under such conditions.

## **PREPARATION AND SUBMISSION OF BIDS**

Complete only those forms located in the section titled "Procurement Requirements" unless instructed otherwise elsewhere in the BD. Forms located in the section titled "Contract Forms" will be completed after award of contract by the successful bidder only.

Bids received without the required bid security will be non-responsive and will not be considered. The penal amount of the bid security shall be for the amount indicated on the Notice of Invitation for Bids. A Bid Bond, bank money order, or bank cashier's check are acceptable forms of bid security. Only bonds whose surety is licensed to underwrite contracts in Wisconsin are acceptable. Bid security in the form of cashier's checks or money orders submitted by the apparent low and second low bidder will be retained until execution of the contract documents. Bid security (except bonds) from all other bidders will be returned as soon as possible after the award of contract.

Bids must be submitted using the forms furnished in the BD in order to receive consideration. Unless instructed otherwise, elsewhere in the BD. Only those forms located in the "Procurement Requirements" section of the BD and the Table of Contents page need be submitted at the time of bidding.

The blank spaces for each and every item in the Bid Form(s) must be filled in correctly and legibly and in ink if by hand or typewritten. Where both written and numerical prices are required the written words shall govern in case of a discrepancy. Unit prices shall govern in case of any error in extension of the unit prices.

The Bid Form shall be signed in ink, by the individual (if a Proprietorship), by one or more members of the partnership (if a Partnership), or by one of the Officers of the Corporation (if a Corporation) or the bidder's duly authorized agent.

Prices, terms and conditions bid shall be firm for acceptance for a period of sixty (60) days from the bid receipt closing date and time.

Bids may be rejected for alterations of the form, additions to the form, insertion or submission of bids for alternates not requested on the form, incomplete bids, erasures and irregularities of any kind.



Each Bid, together with the required bid security shall be enclosed in an envelope and submitted to:

**U.S. Mail:**

Purchasing Department  
City of Eau Claire  
PO Box 5148  
Eau Claire, WI 54702-5148

**Hand Delivery, UPS, FedEx, etc.:**

Purchasing Department  
City of Eau Claire  
203 S Farwell Street  
Eau Claire, WI 54701

before the receipt deadline indicated in the Notice of Invitation for Bids. The envelope must be sealed before it is submitted. The following information must be placed on the face of each sealed envelope containing a bid:

Bid for Procurement No. \_\_\_\_\_  
To be submitted by: Date \_\_\_\_\_ Time \_\_\_\_\_  
Name of Bidder: \_\_\_\_\_  
Address of Bidder: \_\_\_\_\_

Bids submitted after the bid receipt closing date and time will be returned unopened to the company submitting the bid. Bids are received only in the Office of the Purchasing Manager. Bids will not to be accepted at the bid opening location.

Facsimile Bids: Unless specifically allowed elsewhere in the Invitation For Bids (IFB), a bid submitted by facsimile directly to a City employee or to a City office is unacceptable. A bid may be faxed to a third party (not a City office or employee) for proper packaging and delivery. The third party must place the bid in an appropriately identified, sealed envelope and submit it to the place where bids are received prior to the bid receipt closing. The original of the faxed bid must be received in the office of the City Purchasing Manager within 48 hours after the bid receipt deadline.

**WITHDRAWAL OF BIDS**

The bidder may withdraw a bid provided the request is in writing and is in the hands of the City Purchasing Manager before the bid receipt closing date and time. Any bid withdrawn will be returned to the bidder, unopened, after the bid receipt closing date and time has passed and the other bids have been made public.

**PUBLIC OPENING OF BIDS**

Bids will be opened and made public at the location, date and time indicated in the Notice of Invitation for Bids. Bidders or their authorized agents are invited to be present.

## **CONSIDERATION OF BIDS**

After the bids are opened and made public, they will be audited for mathematical errors and the results will be made public. Until the award is made, however, the City reserves the right to reject any or all bids and waive irregularities and technical errors as may be deemed in the best interest of the City. Award shall be effective only after the selected bidder receives the Notice of Award signed by the Purchasing Manager. Any work performed for this project by the successful bidder prior to award shall be at the successful bidder's own expense in the event award does not occur.

A bid may be considered non-responsive if a bidder fails to follow any of the instructions or the bid fails, in the City's opinion, to meet the intent or requirements of the BD.

A bidder may be considered irresponsible if, in the opinion of the City, the bidder lacks sufficient experience with similar contracts, the bidder's record of dependability in completing other contracts is unsatisfactory, or if it appears the probability of the contract being carried to successful completion within the time specified and by the methods and with the equipment the bidder proposes to use is in doubt. A bidder may also be considered irresponsible if he or she has been debarred or suspended for any reason by another government agency or jurisdiction.

A contract may not be awarded to any bidder whose proposed supplies, services or construction does not, in the opinion of the City, conform to the intent of the specifications.

Any or all bids will be rejected if there is reason to believe collusion exists among the bidders.

## **NOTICE OF AWARD**

All prime bidders may call the City purchasing office at 715.839.4957 to receive the desired information.

## **CONTRACT EXECUTION**

Failure to execute a contract and file the required performance and payment bond (if required) within ten (10) days after receiving the Notice of Award will be just cause for the annulment of the award and forfeiture of the bid security to the City not as a penalty but as liquidated damages.

The successful bidder is required to provide a performance and payment bond in the form and in the amount specified in the General Conditions of the Contract, unless specified elsewhere in the BD. The surety of the bond shall be licensed to underwrite contracts in the State of Wisconsin.

## **ACCEPTANCE AND QUALITY**

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all supplies bid, together with samples, which samples may be subjected to the tests provided for in the BD, to determine their quality and fitness for their intended use. All materials, supplies and equipment bid shall be new, unused and of the most recent production unless otherwise permitted in the BD.

The construction, services or supplies furnished as a result of the bid shall remain the property of the Contractor until accepted in writing by the City or until final payment is made, whichever occurs first.

## **COPYRIGHT AND PATENT RIGHTS**

The bidder warrants by bidding that there is no violation of copyrights or patent rights in manufacturing, producing or selling the supplies shipped or ordered as a result of this bid. The bidder agrees to hold harmless the City and its employees, agents and assignees from any and all liability, loss or expense including defense costs occasioned by violation of copyright or patent rights.

## **PRODUCT/MATERIAL SUBSTITUTIONS**

Each bidder, by submitting a bid, represents that his/her bid is based upon the construction, supplies and services described in the BD. The bidder shall not offer a substitute or base a bid on any supply, service or construction other than that described in the BD.

A bidder may request that substitution of an "equal" product be considered and allowed. Such request must be submitted in writing to the City Purchasing Manager for review and evaluation at least ten (10) calendar days prior to the bid receipt closing date and time. Each such request shall include a complete description of the proposed substitute and the specified construction, supply or service for which it is to be substituted. This description must include drawings, cuts, performance and test data and any other descriptive information needed for a complete evaluation. If the City approves any proposed substitution as equal, such approval will be set forth in a written addendum to each prospective bidder recorded by the City as having received the BD and the addendum will be available for inspection wherever the BD is kept available for that purpose.

Approval by the City of a manufacturer for specified items shall not be deemed approval of all products of models that the manufacturer can furnish, but only the specific product which is approved as equal to the item originally specified. If unforeseen revisions to Work or the design are required by the substitution, the cost of such revisions shall be borne solely by the contractor who chooses to use the substitution. It shall be the responsibility of the Contractor using such substitution to properly notify other contractors as to the effect of such substitution on their work. Costs for which the Contractor is responsible shall include but are not limited to the following:

1. Additional work by other contractors;
2. Additional design time required to modify the plans;
3. Changes to the building structure or room size;
4. Additional associated devices, connections, wiring, etc.

No substitutions will be allowed after the bid receipt closing date and time except by written change order and then only for circumstances defined in the General Conditions. The City may require substitutions for reasons determined to be in its best interest.

Brand names are used to establish general characteristics and standards of quality and performance. They are not used to limit competition. Bidders are encouraged to request substitutes they consider equal to what is specified. All such requests must be submitted in writing at least ten days prior to the bid submission deadline.

## **SCHEDULE OF QUANTITIES & PRICES**

A schedule of quantities included in the Bid Form is stated with as much accuracy as is possible in advance, is approximate only and is used solely for the purpose of comparing the bids. The basis for payments to the contractor will be the quantities determined by measurement of work actually performed or counts of supplies actually required by the City and furnished by the Contractor. Such measurements and counts are to be furnished by the Contractor and verified by the City. The City will not pay for more than it orders.

## **NON-RESIDENT CONTRACTORS**

All non-resident contractors are required to comply with the requirements of 71.10 (14) Wisconsin Statutes (Income and Franchise Taxes).

## **UNEMPLOYMENT COMPENSATION**

The attention of all bidders is called to the Unemployment Reserves and Compensation Act, Chapter 108, Wisconsin Statutes, which may be applicable in performance of the work under this contract.

## **PROVISIONS FOR FEDERALLY ASSISTED PROJECTS**

Procurement requirements for projects funded wholly or in part by the Federal Government are affected by certain rules and regulations depending on the amount of money contributed by the U.S. Government. These provisions, if included in the project, will be found elsewhere in the BD. Please read these provisions carefully prior to submitting a bid.

## **INDEMNITY AND HOLD HARMLESS – LIABILITY AND DAMAGE**

It is agreed that the Contractor shall indemnify and hold harmless the City, its employees, officers, officials, and agents from and against all claims, suits, liens, damages, losses, and expenses for injury, loss or damage without limitation, except in a situation of the City's sole negligence as provided below, arising out of or related to this agreement and from the performance of any and all work or services there under. Contractor shall so indemnify and hold harmless the City and indemnitees regardless of whether or not damages for injury to any property or any person are due to or claimed to be due to any active or passive negligence of the City or other indemnitee, except only such loss, claim or damage as shall have been proven, determined and found by a court of competent jurisdiction to have been proximately caused by the sole negligence of the City or other indemnitee.

It is further agreed that the Contractor shall have the duty to defend the City, its employees, officers, officials, and agents, from and against any and all claims, suits, and any other action covered by the Indemnity and Hold Harmless provision stated above. At the sole option of the City, Contractor shall either immediately upon written request defend the City or other indemnitee with appropriate legal counsel and shall bear all costs and expenses, including attorney fees, in the defense of any previously stated claim, suit, or action or shall reimburse the City for attorney fees and other expenses incurred by City in defending the same, said payment due within 30 days of written notice to Contractor accompanied by an accounting of the claimed fees and expenses. Payments past due are, in addition to all other remedies available in law or equity, subject to twelve percent (12%) annual interest applied pro rata from the date payment was due until the date it is received by the City.

The terms and conditions and obligations upon Contractor stated above shall survive delivery or completion by Contractor of any goods and supplies or services and construction required by the Agreement, and shall further survive any acceptance of the same by the City.

## **2005 WISCONSIN ACT 181**

Effective May 1, 2007 employers performing work on public work construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Act 181. The Department of Workforce Development is not responsible for enforcement of this law or authorized to answer questions concerning the provisions of Act 181. For legal advice on complying with Act 181 you may wish to consult with a private attorney.

## **2015 WISCONSIN ACT 126**

AN ACT *to create* 77.54 (9m) of the statutes; relating to: a sales and use tax exemption for building materials that become a part of a facility for a local unit of government or nonprofit organization.

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

**SECTION 1.** 77.54 (9m) of the statutes is created to read:

77.54 (9m) The sales price from the sale of and the storage, use, or other consumption of tangible personal property, or items or property under s. 77.52 (1) (b) or (c), sold to a construction contractor who, in fulfillment of a real property construction activity, transfers the tangible personal property, or items or property under s. 77.52 (1) (b) or (c), to an entity described under sub. (9a) (b), (c), (d), (em), or (f), if such tangible personal property, or items or property, becomes a component of a facility in this state that is owned by the entity. In this subsection, "facility" means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and waste water treatment facility, but does not include a highway, street, or road.

**SECTION 2. Initial applicability.**

(1) This act first applies to contracts entered into on January 1, 2016.

**SECTION 3. Effective date.**

(1) This act takes effect on January 1, 2016.

**CITY OF EAU CLAIRE  
SUPPLEMENTARY INFORMATION  
PROJECT NO. 2024-55**

**ARPA REQUIREMENTS:**

The attached ARPA requirements (2 Pages) shall apply to this project. Failure to sign and submit with your bid will result in rejection of your bid.

**Deadline for Questions**

Questions regarding this project are due by November 14, 2024, 5:00 PM Local Time. Please email questions to [Shelley.Waughtal@eauclairewi.gov](mailto:Shelley.Waughtal@eauclairewi.gov)

The City of Eau Claire is using funds for this project issued under H.R.1319 American Rescue Plan Act of 2021. As such, all contractors/vendors completing work or supplying materials under ARPA funding must comply with the Federal provisions outlined below. Failure to comply will result in disqualification from the award.

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise



excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. FORM INCLUDED BELOW.

7. **Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

As a vendor/contractor/consultant supplying goods and/or services in connection with the American Rescue Plan Act of 2021, I do hereby certify that \_\_\_\_\_ (company name) is in full compliance with the above Federal provisions applicable to the project and agree to maintain all documents required under these provisions for a period not less than (7) seven years.

\_\_\_\_\_  
Signature of Company Authorized Official

\_\_\_\_\_  
Name and Title of Company/Authorized Official

\_\_\_\_\_  
Date

CITY OF EAU CLAIRE, WISCONSIN

PROCUREMENT NO. 2024-55

**BID FORM**

TO: Purchasing Manager  
CITY OF EAU CLAIRE  
203 S. Farwell Street  
PO Box 5148  
Eau Claire, WI 54702

I/We (hereinafter called the Bidder) having examined the site(s) of the proposed work and being familiar with local conditions, hereby propose to furnish all labor, materials, tools, equipment, skill and all else necessary for completion of construction. All work shall be in accordance with the Bid Document prepared for this project by the City of Eau Claire.

I/We hereby swear and affirm under penalty of law the following:

1. That I am the Bidder (if the Bidder is a sole proprietor) or a partner (if the Bidder is a Partnership) or an officer or employee of the bidding corporation having authority to sign this document on its behalf;
2. That this bid has been prepared independently, and is submitted without collusion, agreement, understanding or planned common course of action or any other action designed to limit competition; with any other vendor of the supplies, services or construction for the work described;
3. That the contents of this bid have not been communicated to any person who is not an employee or agent of the bidder and will not be communicated to any such person prior to the official opening of the bid; and
4. That I/We are fully informed regarding the accuracy of the statements made in this Bid Form.
5. That I/We will enter into a contract to furnish the labor, materials, tools, equipment, skill and all else necessary for a completed project for consideration of the prices offered in the Schedule of Prices included with the Bid Forms.

All addenda shall become a part of the IFB. The Bidder hereby acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

The Schedule of Prices (00 41 13) is hereby attached and made a part of the bid form.

BID SUBMITTED BY:            DATED: \_\_\_\_\_

\_\_\_\_\_ (Name of Company)

\_\_\_\_\_ (Street Address)

\_\_\_\_\_ (City, State, Zip Codes)

\_\_\_\_\_ (Telephone Number)

\_\_\_\_\_ (FAX Number)

(    ) (An Individual)

(    ) (A Partnership)

(    ) (A Corporation)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Email Address)

**CITY OF EAU CLAIRE, WISCONSIN**

**PROCUREMENT NO. 2024-55**

**POLLINATOR HABITATS FOR  
CITY OF EAU CLAIRE PROPERTIES**

**BID FORM – SCHEDULE OF PRICES**

**SUBMITTED BY:** \_\_\_\_\_  
**Company Name – Hereinafter referred to as the “Bidder”**

**A. POLLINATOR HABITATS FOR CITY OF EAU CLAIRE PROPERTIES**

Furnish all material, labor and equipment for design, site preparation, planting, and initial maintenance of pollinator habitats in designated areas across multiple city locations per the maps of identified potential areas which are included in this bid document. Current maps show approximately 45 various locations which are subject to change. Depending on costs and other circumstances, properties could be added or removed at the City’s discretion. The scope of the project, including the square footage to be planted, will be determined in the final contract between the selected bidder and the City. Any square footage figures provided in this request are estimates only.

Total base bid for the work of this project is:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Amount in words)

Bid Submission shall include the following information and shall be included with the completed bid form and schedule of prices:

- Proposed plant/seed species list with scientific names, bloom times, and ecological benefits.
- Site-specific planting plans and potential design elements.
- Detailed cost breakdown per acre including labor, materials, trip charge, and any necessary permits.
- Project timeline and implementation schedule (2025).

**BID BOND**

S 62.15, Wis. Statutes

**BOND NO.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** that \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called **Principal** and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called **Surety**, are held and firmly bound unto the City of Eau Claire, 203 S. Farwell Street, Eau Claire, Wisconsin, 54702-5148, hereinafter called **Owner**, in the penal sum of \_\_\_\_\_% of the total bid amount in good and lawful money of the United States of America for which payment we bind ourselves, our successors, heirs, executors and administrators, representatives and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Month) (Year)

**THE CONDITION OF THIS OBLIGATION** is such that whereas the above **Principal** has this day filed a bid with the **Owner** for doing of the following public work to wit:

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

which said bid is hereto attached and made a part of this bond.

**NOW, THEREFORE**, if the bid or proposal of said **Principal** shall be accepted, the contract for such work be awarded to the **Principal** thereupon by the said **Owner**, and said **Principal** executes and delivers the proper contract and performance bond upon the terms and conditions of the contract, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

**IN WITNESS WHEREOF**, said **Principal** and said **Surety** have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Month) (Year)

Principal:

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name Type or Printed)

\_\_\_\_\_  
(Address, City, State, Zip)

Surety:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature) (Attorney in Fact)

\_\_\_\_\_  
(Name Typed or Printed)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

NOTE: Attach Power of Attorney.

NOTE: Surety Company must be authorized to transact business in Wisconsin.

**List of Sub-Contractors and Material Suppliers**

<u>Item</u>	<u>Sub-Contractor/Supplier</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

# Contracting Requirements



**CITY OF EAU CLAIRE, WISCONSIN**  
**AGREEMENT**

THIS AGREEMENT, entered into by and between the City of Eau Claire, Wisconsin, hereinafter called the Owner, and \_\_\_\_\_ hereinafter called the Contractor, doing business as (Check One):

Individual       Partnership       Corporation       LLC

in the State of \_\_\_\_\_.

WITNESSETH, that the owner and Contractor agree as follows:

**ARTICLE I:**      Scope of Project. The Contractor shall complete all work for Procurement No. 2024-55, Pollinator Habitats for City of Eau Claire Properties, in accordance with all documents shown in the Contract Table of Contents attached hereto.

**ARTICLE II:**      Contract Time. Contractor agrees to complete the work no later than specified in timeline submitted by vendor and agreed to by the City.

**ARTICLE III:**      Contract Price. In consideration for the satisfactory completion of the work in accordance with the contract documents, the owner shall pay the Contractor in accordance with the itemized price list submitted by the vendor and agreed upon locations selected for completion by the City.

**ARTICLE IV:**      Sole Agreement. The Contract, including the documents specified in Article I, constitutes the entire agreement between the Owner and the Contractor.

**CITY OF EAU CLAIRE, WISCONSIN**

**AGREEMENT (Continued)**

The parties named herein witness and execute this agreement on \_\_\_\_\_.  
(This date must be the same as the date on the Performance Bond)

Corporate Seals

CONTRACTOR:

\_\_\_\_\_  
Name of Contractor

By:

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
Name and Title Printed

OWNER:

City of Eau Claire, Wisconsin

By:

\_\_\_\_\_  
Purchasing Manager

\_\_\_\_\_  
City Manager

CITY OF EAU CLAIRE, WISCONSIN

**CORPORATE CERTIFICATE**

I certify that \_\_\_\_\_, who signed the Agreement Form on  
Name of individual who signed Agreement Form

behalf of the contractor was then \_\_\_\_\_ of said corporation and that the  
Title

contract was duly signed for and on behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Signature (**Must be an officer of the company**) other than the person who signed the Agreement Form.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

**IMPORTANT NOTE: The Agreement Form and the Corporate Certificate must be signed by different officers of the Corporation. The same officer must not sign both forms.**

**PERFORMANCE & PAYMENT BOND**

**S.779.14, Wis. Statutes**

**BOND NO.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the **City of Eau Claire**, a municipal corporation of the State of Wisconsin, 203 South Farwell Street, Eau Claire, Wisconsin, 54701, hereinafter called **OWNER**, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States of America, to be paid to or on behalf of said **OWNER** for the payment of which sum, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the following public work or improvement:

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

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms and conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations, supplying the principal with labor and materials in the prosecution of the work provided for in the contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER,** that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and said surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER,** that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, one of which shall be deemed an original, (number)

this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL (Contractor):**

\_\_\_\_\_  
(Business Name) (Seal)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Address, City, State, Zip)

**SURETY:**

---

(Company Name)

---

(Signature) (Attorney in Fact)

---

(Signature Typed or Printed)

---

(Address, City, State, Zip)

---

(Telephone Number)

---

(FAX Number)

NOTE: Attach Power of Attorney.

NOTE: The BOND must be dated the same as or later than the date of the Contract. If CONTRACTOR is Partnership, all partners must execute the BOND.

NOTE: Surety Company must be authorized to transact business in Wisconsin.

NOTE: Approval and execution of the contract by the City Manager shall constitute approval of this Performance Bond for the purposes of S.779.14, Wis. Statutes.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Eau Claire  
 Attention Purchasing  
 203 S. Farwell Street  
 Eau Claire, WI 54701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Other Contract Provisions