

\$103,664.55

BID OF FIELD & STREAM RESTORATIONS, LLC

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ROBIN GREENWAY RESTORATION

CONTRACT NO. 9334

PROJECT NO. 14412

MUNIS NO. 14412

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON DECEMBER 5, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**ROBIN GREENWAY RESTORATION
CONTRACT NO. 9334**

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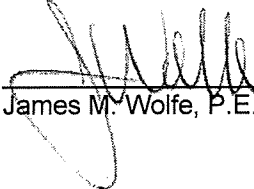
ATTACHMENT A: SURVEY TREE LIST FOR REMOVAL

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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:	ROBIN GREENWAY RESTORATION
CONTRACT NO.:	9334
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	11/2/2023
BID SUBMISSION (2:00 P.M.)	11/9/2023
BID OPEN (2:30 P.M.)	11/9/2023
PUBLISHED IN WSJ	10/12/2023, 10/19/2023, 10/26/2023 & 11/2/2023

PREQUALIFICATION APPLICATION: Forms are available at the same location or 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: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

STANDARD SPECIFICATIONS

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

ROBIN GREENWAY RESTORATION CONTRACT NO. 9334

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 removals, tree and shrub planting, invasive species removals, and native seeding at a City of Madison owned property.

This work is considered Phase Two of larger grading and storm sewer work construction in 2023 under contract 9333 Robin Greenway Storm and Grading. The Contractor shall become familiar with the plans and specifications under contract 9333 – which will represent existing conditions when this contract begins.

Contract 9333 Robin Greenway Storm and Grading
<https://www.cityofmadison.com/business/pw/contracts/details.cfm?ContractNumber=9333>

Contract 9333 Robin Greenway Storm and Grading shall be completed by December 31, 2023.

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 Project 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.

- CLEARING METHODS SUBMITTAL (BID ITEMS 20401)
- BRUSHING AND HERBICIDE SUBMITTAL (BID ITEMS 20401, 90012, 90013, 90014)

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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.

Contractor is alerted that very little additional space is available within the project grading limits for material storage, staging, and other uses. An area is shown on the northeast side of the site within the limits of disturbance where the contractor may stage equipment, stockpile and store materials. This area shall be restored when construction is complete.

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 his/her 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.

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this project.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The adjacent streets, including bike lanes, shall be kept open to all traffic and the Contractor shall keep the portions of the street being used by public traffic around the project in such condition that traffic will be safely, reasonably and adequately accommodated. The Contractor shall provide and maintain in safe and adequate condition temporary approaches, crossings and intersections with roads and necessary driveways. The Contractor shall bear all the expense of maintaining traffic over sections of streets adjacent to the project that may be impacted during mobilization, staging, construction, hauling and any other aspect of construction of this project. The Contractor is to create any traffic control plans necessary to complete construction along with recognizing and obtaining any traffic control approvals necessary.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Any traffic control may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

Contact Jeremy Nash, City of Madison Traffic Engineering, at jnash@cityofmadison.com or 608-616-9098 for questions on this spec.

ARTICLE 108.2 **PERMITS**

The following permits are required for this project:

- City of Madison Erosion Control Permit (Attachment C)
- City of Madison Tree Removal Permit

The City of Madison has obtained an Erosion Control Permit and authorization for the City Clerk to issue a permit for tree removal in accordance with City of Madison General Ordinance 10.101 Regulation of Tree Trimming, Pruning and Removal within the Public Right of Way of any Street, Alley, Highway or Greenway. The tree removal permit **MUST BE OBTAINED BY THE CONTRACTOR** from the City Clerk's office. A copy of authorization for the permit is included in Attachment C Erosion Control Permit.

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 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 December 31, 2023. 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.

Tree removals shall be conducted when the ground is frozen, no earlier than December 31, 2023.

Native seeding shall occur between January 2, 2024 and April 30, 2024 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 June 30, 2024.

Plant maintenance incidental to bid items 90000 - 90008 shall continue until the end of the year 2 growing season and considered incidental to those bid items.

SECTION 109.7 **TIME OF COMPLETION**

The Contractor shall begin work on or around **JANUARY 2, 2024**.

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

Ecological restoration per bid items 90013 and 90014 care shall continue until **DECEMBER 1, 2025**.

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 90014 - 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, excluding bid items 90013 - 2024 Restoration Maintenance and 90014 - 2025 Restoration Maintenance.

Mobilization for bid items 90000 and 90008 shall be incidental to each respective bid item.

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 provide for re-mobilization or de-mobilization during the contract.

BID ITEM 20401 - CLEARING

DESCRIPTION

Work under this bid item shall include all work, equipment, and incidentals necessary to clear trees in accordance with Article 204 of the Standard Specifications as modified in these Special Provisions.

Work under these items consists of all equipment, materials, labor and incidentals required for the clearing, removal and disposal of individual trees over four (4) inches in diameter as shown on the drawings and identified in Attachment B: SURVEY TREE LIST FOR REMOVAL. This may also include any additional trees over four (4) inches in diameter to be removed at the direction of the Engineer. Work under this item shall only constitute trees with a greater than four (4) inch diameter at breast height or

greater at the time of the tree survey. The tree survey was conducted in 2022. Tree diameter measurement shall be per the 2022 tree survey findings. No additional compensation will be given for growth of tree diameter from the time of the tree survey to the time of removal. Trees that are less than four (4) inches and not identified in Attachment A shall be removed under bid item 90012- BRUSHING.

This site is environmentally sensitive and requires specific methods to minimize impact to the site.

All clearing shall be overseen by an ISA certified arborist. The Contractor shall provide the name and license number of the certified arborist who will be overseeing the project. Tree clearing shall be gentle, and carefully performed to minimize damage to the existing ground layer, adjacent trees, and to minimize soil compaction and erosion. Equipment for tree clearing shall be selected to least cause soil erosion and compaction. Preferred methods for tree removal include climbing, and removal with low pressure equipment such as Spider-lifts. Low pressure bucket trucks shall be allowed with approval from the Engineer. **The Contractor shall submit the methodology for all tree removals, including timing, equipment, temporary stockpiling, to the Engineer prior to starting construction.**

Contractor shall mark the trees to be removed in the field and shall review the individual trees to be removed with the Engineer prior to removing them.

Clearing activities shall be limited to the areas identified on the plans to minimize disturbance to surrounding vegetation. Adjustments to these area may be approved by the Engineer.

All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site and disposed of at a location provided by the Contractor at no additional cost to the City.

Treat all stumps within one hour of cutting with an approved herbicide or herbicide + oil solution appropriate for control of woody plant growth. Treatment should cover entire cut area for smaller stumps, but may include only cambium and outer growth rings on larger stumps. Appropriate herbicides may include herbicides approved as part of the "Brushing & Herbicide" plan for Robin Greenway. Herbicides other than those listed in the approved "Brushing & Herbicide" plan may be sent to Project Manager for approval. Herbicide application for Black Locusts shall be performed as identified in these special provisions.

Exposed roots and stumps shall after clearing shall be immediately treated with herbicide as appropriate to prevent regrowth. The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Picloram will not be approved. Initial treatment of vegetation after brushing shall be included in this bid item.

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

- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel as highlighted in the section below

Herbicide application shall be applied by a Commercial Certified Pesticide Applicator. All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

Black Locusts

For all Black Locust trees, the Contractor shall apply a combination on 80% penetrating oil, 20% triclopyr, 3% aminopyralid to stumps prior to grubbing. The Contractor shall follow the recommendations by the University of Wisconsin Extension.

<https://cdn.shopify.com/s/files/1/0145/8808/4272/files/A3924-17.pdf>

Herbicide application shall be applied within one hour of cutting stump of black locust trees.

The Contractor shall grub stumps from Black Locust after a minimum of three days, to allow the herbicide to be absorbed by the tree.

The Contractor shall pay liquidated damages as described in the City Standard Specifications for any trees removed that were noted to remain on the plans.

BASIS OF PAYMENT

Clearing shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to remove the trees and brush as described above, and remove all fallen trees. This bid item also includes hauling all materials off site and disposing of them properly.

METHOD OF MEASUREMENT

Clearing shall be measured per Inch Diameter as listed in the proposal page and Attachment A – Tree Survey. The tree survey was conducted in 2022. Tree inch diameter measurement shall be per the 2022 tree survey findings. No additional compensation will be given for growth of tree diameter from the time of the tree survey to the time of removal.

BASIS OF PAYMENT

Clearing, measured as provided above, will be paid at the contract price as Inch Diameter, which shall be full payment for all work to complete this item in accordance with the Standard Specifications.

BID ITEM 20406 - GRUBBING

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to grub trees as shown on the plans. All other stumps necessary to be grubbed within the construction limits, as indicated by the plans, shall be paid under Bid Item 20406.

The Contractor shall note that trees along the channel slope shall not be grubbed, and are indicated as no grub on the plans.

This bid item only applies to the grubbing of individual trees, greater than 4 inches in diameter, that are currently noted to be saved, but need to be removed and grubbed as directed by the Construction Engineer.

Grubbing shall be completed in accordance with Article 204 of the Standard Specifications. Any fill required to backfill holes where stumps have been removed shall be considered incidental to this bid item. All stumps and woody debris generated during grubbing shall be removed from the site and properly disposed by the Contractor.

If stumps cannot be grubbed without damaging remaining trees, impacting adjacent features, or impacting subsurface utilities, the Contractor shall grind the stumps. Stumps shall be ground to approximately 1 inch below final grade. Grinding shall be considered incidental to this bid item.

Any black locust tree shall be treated with herbicide and left to sit for three (3) days prior to grubbing. The herbicide shall be the least toxic required to prevent regrowth.

METHOD OF MEASUREMENT

Grubbing shall be measured per Inch Diameter as listed in the proposal page and Attachment A – Tree Survey. The tree survey was conducted in 2022. Tree inch diameter measurement shall be per the 2022 tree survey findings. No additional compensation will be given for growth of tree diameter from the time of the tree survey to the time of removal.

BASIS OF PAYMENT

Grubbing, measured as provided above, will be paid at the contract price as Inch Diameter, which shall be full payment for all work to complete this item in accordance with the Standard Specifications.

BID ITEM 20708- WOODLAND SEEDING

DESCRIPTION

This bid item includes seeding all areas with exposed soil within the site disturbance limits and shown on the vegetation plan as Woodland Seed Mix with Woodland Seed Mix as described in Article 207 of the City of Madison Standard Specifications for Public Works Construction. Native seeding shall occur between prior to April 30, 2024 to allow for stratification. Woodland seeding areas shall be marked in the field by the Contractor for review by the Engineer prior to installation. Woodland seeding locations may be slightly shifted (less than 10% change) in the field based on soil/sun shade conditions without changes to the quantities listed in the proposal page. No additional payment shall be given to changes made in the field.

Submit additions or substitutions and final mix to the Engineer for approval. **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

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

METHOD OF MEASUREMENT

Woodland Seeding shall be measured per square yard of material provided, transported, and placed onsite based on quantities listed in the proposal page.

BID ITEM 90000 - AMELANCHIER ARBOREA

BID ITEM 90001 - CARYA CORDIFORMIS

BID ITEM 90002 - CARYA OVATA

BID ITEM 90003 - CEPHALANTHUS OCCIDENTALIS

BID ITEM 90004 - OSTRYA VIRGINIANA

BID ITEM 90005 - STAPHLYEA TRIFOLIA

BID ITEM 90006 - VIBURNUM LENTAGO

BID ITEM 90007 - CAREX PENNSYLVANICA

BID ITEM 90008 - CAREX VULPINOIDEA

SECTION 209: TREES, SHRUBS, PERENNIALS AND GRASSES

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

All plantings shall be installed after tree removals, grubbing, and brushing is complete.

Location of the plants shall be identified by the Engineer prior to installation, and may change from the locations identified on the plans.

Carex pensylvanica and carex vulpinoidea plants shall be installed along the vegetated access path. These species shall be installed in groupings at locations identified by the Engineering. These locations are not shown on the plans.

Care of plants and preparing ground for planting shall be incidental to bid items 90000-90008 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 areas that are outside of the greenway 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 90000-90008. All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition regardless of drought condition. Watering during drought conditions are incidental to this contract. The volume of water shall be enough to soak the root zone. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor. There is no existing water access available on site. The Contractor shall be required to supply water.

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 Project Engineer 48 hours prior to inspection.

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

BOTANICAL NAME	COMMON NAME	SIZE	ROOT
TREES			
Amelanchier arborea	Downy Serviceberry	20#	CONT TREE
Carya cordiformis	Bitternut Hickory	2" Cal.	B&B or CONT
Carya ovata	Shagbark Hickory	1.5" Cal.	B&B or CONT
SHRUBS			
Cephalanthus occidentalis	Buttonbush	#3	CONT
Staphylea trifolia	American bladdernut	3'	B&B
Viburnum lentago	Nannyberry	#3	CONT
SEDGES			
Carex pensylvanica	Pennsylvania sedge	4" Deep	Plug
Carex vulpinoidea	Brown Fox sedge	4" Deep	Plug

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 90000-90008 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.

BASIS OF PAYMENT

BID ITEMS 90000-90008 as provided above will be paid for at the contract unit price each furnished and planted Trees (Species and Size), Shrubs (Species and Size), or Vines (Species and Size) and Perennials/Grasses (Species and Size), as the case may be, which price shall be payment in full for furnishing, transporting, handling, potting, storing, pruning, placing and replacing plant materials; for all excavation of plant holes, salvaging of topsoil, mixing and backfilling; for furnishing and applying all required fertilizer, mulch, water, wrapping, guys and braces, rodent protection, herbicides and anti-desiccant spray; for removing guys and braces; for disposal of all excess and waste materials; for care; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90009 – SAVANNAH SEED MIX

DESCRIPTION

This bid item includes seeding all areas with exposed soil within the site disturbance limits and shown on the vegetation plan as Savannah Seed Mix in accordance with Article 207 of the latest edition of the City of Madison Standard Specifications for Public Works Construction. Native seeding shall occur prior to April 30, 2024 to allow for stratification. Savannah seed mix shall consist of the following or approved equal:

“Shortgrass Woods Edge or Savanna Seed Mix” as manufactured by Prairie Moon Nursery, Winona, MN. Seed shall be placed at a rate of 9.89 lbs/acre.

The Engineer shall inspect and approve the seed prior to placement.

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.

METHOD OF MEASUREMENT

Savannah 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

Savannah 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 – BROWN FOX SEDGE SEED MIX

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and oversee Brown Fox Sedge (*Carex vulpinoidea*) over the entire access path as shown on plans and as defined in these special provisions and in accordance with Part Two of the City of Madison Standard Specifications for Public Works Construction. Swale seeding areas shall be marked in the field by the Contractor for review by the Engineer prior to installation. Contractor shall mark location using either GPS locations or survey staking. Savannah seeding locations may be slightly shifted (less than

10% change) in the field based on soil/sun shade conditions without changes to the quantities listed in the proposal page. Brown fox sedge seeding shall occur prior to April 30, 2024 to allow for stratification.

The Contractor shall add the Brown Fox Sedge seed as described in this bid item in areas as shown on the vegetation plan. Note: The Brown Fox Sedge seed shall be placed at a rate of 2.5 lbs/ac.

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

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 207.3 (e) Watering.

METHOD OF MEASUREMENT

Brown Fox Sedge Seed Mix shall be measured by plan square yard as listed on the proposal page.

BASIS OF PAYMENT

Brown Fox Sedge 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 – SWALE SEED MIX

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place Swale Seed Mix as defined in these special provisions and in accordance with Part Two of the City of Madison Standard Specifications for Public Works Construction. Native seeding shall occur prior to April 30, 2024 to allow for stratification. Swale seeding areas shall be marked in the field by the Contractor for review by the Engineer prior to installation. Contractor shall mark location using either GPS locations or survey staking. Savannah seeding locations may be slightly shifted (less than 10% change) in the field based on soil/sun shade conditions without changes to the quantities listed in the proposal page.

Submit additions or substitutions and final mix to the Engineer for approval. **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.

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

The Contractor shall add the Swale Seed Mix as described in this bid item in areas as shown on the vegetation plan. Note: The Swale Seed Mix shall be placed at a rate of 2.5 lbs/ac.

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 207.3 (e) Watering.

The native mix shall be as listed below.

Common Name	Scientific Name	Quantity (Oz. PLS)
Cool-season grasses		

Blue Joint Grass	<i>Calamagrostis canadensis</i>	0.91	
Virginia Wild Rye	<i>Elymus virginicus</i>	26.97	
Fowl Manna Grass	<i>Glyceria striata</i>	2.12	
Cool-season sedges			
Yellow Fox Sedge	<i>Carex annectens</i>	1.26	
Bebb's oval sedge	<i>Carex bebbii</i>	5	
Crested Sedge	<i>Carex cristatella</i>	0.98	
Field oval sedge	<i>Carex molesta</i>	2.27	
Woolly Sedge	<i>Carex pellita</i>	0.4	
Lance-fruited oval sedge	<i>Carex scoparia</i>	1.35	
Common Fox Sedge	<i>Carex stipata</i>	3.33	
Brown Fox sedge	<i>Carex vulpinoidea</i>	3.4	
Dark-green Bulrush	<i>Scirpus atrovirens</i>	0.74	
Warm-season grasses			
Big Bluestem	<i>Andropogon gerardii</i>	65.34	
Switchgrass	<i>Panicum virgatum</i>	7.08	
Prairie Cordgrass	<i>Spartina pectinata</i>	4.69	
Legumes			
Milk Vetch	<i>Astragalus canadensis</i>	3.33	
White Wild Indigo	<i>Baptisia alba</i>	1.67	
Showy Tick Trefoil	<i>Desmodium canadense</i>	2.57	
Forbs			
Nodding onion	<i>Allium cernuum</i>	1.69	
Canada Anemone	<i>Anemone canadensis</i>	0.35	
Swamp Milkweed	<i>Asclepias incarnata</i>	2.36	
Common Milkweed	<i>Asclepias syriaca</i>	1.42	
Tall Coreopsis	<i>Coreopsis tripteris</i>	0.61	
Shootingstar	<i>Primula media</i>	0.09	
Rattlesnake Master	<i>Eryngium yuccifolium</i>	2.27	
Joe Pye Weed	<i>Eupatorium maculatum</i>	0.3	
Grass-leaved Goldenrod	<i>Euthamia graminifolia</i>	0.16	
Bottle Gentian	<i>Gentiana andrewsii</i>	0.2	
Sneezeweed	<i>Helenium autumnale</i>	2.18	
Alumroot	<i>Heuchera richardsonii</i>	0.02	
Meadow blazingstar	<i>Liatris ligulistylis</i>	0.57	
Prairie Blazingstar	<i>Liatris pycnostachya</i>	1.03	
Cardinal Flower	<i>Lobelia cardinalis</i>	0.03	
Great Blue Lobelia	<i>Lobelia siphilitica</i>	0.57	
Wild Bergamot	<i>Monarda fistulosa</i>	0.81	
Stiff Goldenrod	<i>Oligoneuron rigidum</i>	1.38	
Common Mt. Mint	<i>Pycnanthemum virginianum</i>	0.51	
Black-eyed Susan	<i>Rudbeckia hirta</i>	0.62	
Sweet Coneflower	<i>Rudbeckia subtomentosa</i>	2.63	
Mad-dog Skullcap	<i>Scutellaria lateriflora</i>	0.44	
Riddell's goldenrod	<i>Solidago ridellii</i>	0.61	
Meadowsweet	<i>Spiraea alba</i>	0.11	
Smooth Blue Aster	<i>Symphyotrichum laeve</i>	1.03	
Panicled aster	<i>Symphyotrichum lanceolatum</i>	0.18	
New England Aster	<i>Symphyotrichum novae-angliae</i>	0.86	
Purple Meadow Rue	<i>Thalictrum dasycarpum</i>	0.51	
Ohio Spiderwort	<i>Tradescantia ohioensis</i>	1.06	
Blue Vervain	<i>Verbena hastata</i>	1.22	
Ironweed	<i>Vernonia fasciculata</i>	1.18	
Culver's Root	<i>Veronicastrum virginicum</i>	0.14	
Golden Alexanders	<i>Zizia aurea</i>	2.57	

Substitutions for individual species may be permissible and shall be approved by the Project Manager prior to seed mix order.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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 90012 - BRUSHING

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove invasive trees < 4" dia, shrubs and herbaceous plants and select native plants prior to planting within the entire stormwater property located at 4609 Gregg Road.

This work shall include the removal of all woody and 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.

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

The Contractor shall be responsible for identifying invasive and non-native species within the brushing limits. 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 to note that since the tree survey was completed, several black locusts have sprouted. The location and quantities of black locust sprouts have not been identified. The Contractor shall be responsible for removing and treating all black locust sprouts. Initial black locust sprout removal shall be paid under this bid item. Long term maintenance of black locusts sprouts shall be paid under bid items 90004 and 90005.

This bid item does not include removal of existing trees greater than 4" cal, except black locust saplings that have developed from the time of survey to the time of brushing.

Exposed roots and stumps after brushing shall be immediately treated with herbicide as appropriate to prevent regrowth. The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. For treatment of black locust stumps, the Contractor shall use a mix containing aminopyralid, see below "Black Locusts." Herbicides containing Picloram will not be approved. Initial treatment of vegetation after brushing shall be included 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 Project Engineer a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:

- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel as highlighted in the section below

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 Project Engineer all dates of application, type of herbicide used, and amount applied.

All brushing activities shall be completed in a manner that prevents damage to adjacent vegetation. Mowing with a Forestry mower to remove brush shall be allowed.

Black Locusts

For all Black Locust stumps, the Contractor shall apply a combination on 80% penetrating oil, 20% triclopyr, 3% aminopyralid or approved similar substitute to stumps prior to grubbing. The Contractor shall follow the recommendations by the University of Wisconsin Extension. <https://cdn.shopify.com/s/files/1/0145/8808/4272/files/A3924-17.pdf>

All cut trees and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

Areas that receive brushing shall have temp seeding and final seeding as indicated on restoration plan. No topsoil shall be placed in areas that receive brushing only. Seeding will be paid for under the appropriate seed bid items.

METHOD OF MEASUREMENT

Brushing shall be measured as a Lump Sum.

BASIS OF PAYMENT

Brushing 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 90013 – 2024 RESTORATION MAINTENANCE

This bid item includes removal/treatment of invasive or nuisance plant growth throughout the entire site, after initial brushing has been completed, throughout the 2024 growing season.

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

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

This contract shall include at least six site visits to treat all invasive vegetation from April – September, unless otherwise approved by the Project Engineer.

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

- Mowing (for annual invasive plants that can be managed by removing the seeds produced that season).
- Hand pulling (for individual small patches of invasive plants that do not spread more aggressively after hand pulling - i.e. hand pulling is not allowed for Japanese Knotweed which spreads rhizomatically and would become more aggressive if hand pulled).
- Prescribed Burning – for locations where burning would be an effective treatment. Exact locations to be burned shall be determined upon contract award.
- 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.

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved. The Contractor shall select herbicides that are appropriate for both wood and herbacious 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 Project Engineer a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:

- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at <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 Project Engineer all dates of application, type of herbicide used, and amount applied.

All herbicide application shall be completed in a manner that prevents damage to adjacent vegetation. The Contractor shall adhere to the following:

- All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.
- The Contractor shall remove trash that has accumulated on site at each treatment and shall dispose at no additional compensation.

- The Contractor shall be responsible for replacing any native species at the direction of the Project 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 Project 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

Japanese or Bohemian Knotweed

Japanese or Bohemian knotweed has been present on this site since at least 2019, and has been treated by City of Madison staff since 2019. The Contractor may reach out to City staff for more information on location and size of stands, history of treatments, etc.. All remaining and any new stands of Japanese or Bohemian knotweed shall be treated with Polaris AC®, Milestone® or Perspective® herbicide per product instructions. Other products for removing Japanese knotweed must be approved by the Project Engineer prior to application. The Contractor shall submit, as part of the Invasive Plant Removal Methods Submittal, a thorough description of how knotweed will be controlled. Treatment plans for Japanese or Bohemian knotweed shall be in accordance with accepted knotweed control methods which may include combinations of cutting stalks, foliar or injection herbicide applications, but *must* include at a minimum the appropriate use of herbicide.

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

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 90014 – 2025 RESTORATION MAINTENANCE

DESCRIPTION

This bid item includes removal/treatment of invasive or nuisance plant growth throughout the entire site, after initial brushing has been completed, 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.

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

This contract shall include at least five site visits to treat all invasive vegetation from April – September, unless otherwise approved by the Project Engineer.

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

- Mowing (for annual invasive plants that can be managed by removing the seeds produced that season).
- Hand pulling (for individual small patches of invasive plants that do not spread more aggressively after hand pulling - i.e. hand pulling is not allowed for Japanese Knotweed which spreads rhizomatically and would become more aggressive if hand pulled).
- Prescribed Burning – for locations where burning would be an effective treatment. Exact locations to be burned shall be determined upon contract award.
- 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.

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved. The Contractor shall select herbicides that are appropriate for both wood and herbacious 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 Project Engineer a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:

- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at <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 Project Engineer all dates of application, type of herbicide used, and amount applied.

All herbicide application shall be completed in a manner that prevents damage to adjacent vegetation. The Contractor shall adhere to the following:

- All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.
- The Contractor shall remove trash that has accumulated on site at each treatment and shall dispose at no additional compensation.
- The Contractor shall be responsible for replacing any native species at the direction of the Project 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 Project 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
 - All Japanese or Bohemian knotweed shall be treated with Polaris AC®, Milestone® or Perspective® herbicide per product instructions. Other products for removing Japanese knotweed must be approved by the Project Engineer prior to application. If Japanese or Bohemian knotweed is found on site, the Qualifications of personnel as highlighted in the section below

Japanese or Bohemian Knotweed

- Japanese or Bohemian knotweed has been present on this site since at least 2019, and has been treated by City of Madison staff since 2019. The Contractor may reach out to City staff for more information on location and size of stands, history of treatments, etc.. All remaining and any new stands of Japanese or Bohemian knotweed shall be treated with Polaris AC®, Milestone® or Perspective® herbicide per product instructions. Other products for removing Japanese knotweed must be approved by the Project Engineer prior to application. The Contractor shall submit, as part of the Invasive Plant Removal Methods Submittal, a thorough description of how knotweed will be controlled. Treatment plans for Japanese or Bohemian knotweed shall be in accordance with accepted knotweed control methods which may include combinations of cutting stalks, foliar or injection herbicide applications, but *must* include at a minimum the appropriate use of herbicide.

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

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

TAG_	Species	ScientificName	Diameter	Diamete_Inches_Combined	Condition	Canopy	Parcel	Notes
1507	Black Locust	<i>Robinia pseudoacacia</i>	8"	8.00	65	Co-Dominant		Touching Power Lines
1517	Black Locust	<i>Robinia pseudoacacia</i>	4.5"	4.50	50	Suppressed		
1518	Black Locust	<i>Robinia pseudoacacia</i>	19"	19.00	65	Dominant		
1529	Black Locust	<i>Robinia pseudoacacia</i>	18"	18.00	50	Co-Dominant		Splits
1530	Black Locust	<i>Robinia pseudoacacia</i>	23.5"	23.50	50	Co-Dominant		Lean, Splits
1674	Black Locust	<i>Robinia pseudoacacia</i>	34"	34.00	60	Dominant		Co-dominant Stems
1717	Black Locust	<i>Robinia pseudoacacia</i>	10"	10.00	50	Suppressed		Fused
1510	Box Elder	<i>Acer negundo</i>	3"	3.00	50	Suppressed		
1587	Box Elder	<i>Acer negundo</i>	5.5", 3.5"	9.00	45	Suppressed		Poor Structure
1588	Box Elder	<i>Acer negundo</i>	5"	5.00	30	Suppressed		Broken Top
1589	Box Elder	<i>Acer negundo</i>	5.5"	5.50	60	Suppressed		Lean
1701	Box Elder	<i>Acer negundo</i>	5.5"	5.50	40	Suppressed		Lean, Norken Limb
1704	Box Elder	<i>Acer negundo</i>	4.5", 2", 2"	8.50	40	Suppressed		
1708	Box Elder	<i>Acer negundo</i>	4"	4.00	40	Suppressed		Lean
1724	Box Elder	<i>Acer negundo</i>	14.5"	14.50	50	Co-Dominant		female?
1582	Box Elder	<i>Acer negundo</i>	24.5"	24.50	50	Co-Dominant		Branch Failure
1593	Box Elder	<i>Acer negundo</i>	19"	19.00	50	Intermediate		Lead
1614	Box Elder	<i>Acer Negundo</i>	11.5"	11.50	40	Intermediate		
1665	Box Elder	<i>Acer negundo</i>	19.5"	19.50	50	Dominant		Poor Structure
1721	Box Elder	<i>Acer negundo</i>	14"	14.00	50	Co-Dominant		Lean - female?
1723	Box Elder	<i>Acer negundo</i>	7"	7.00	50	Intermediate		Lean - female?
1607	Buckthorn	<i>Rhamnus cathartica</i>	5.5"	5.50	55	Intermediate		
1608	Buckthorn	<i>Rhamnus cathartica</i>	4.5"	4.50	60	Intermediate		
1579	Shagbark Hickory	<i>Carya ovata</i>	24"	24.00	0	Suppressed		Dead
1533	Unknown	N/A	10"	10.00	0	Suppressed		Dead
1519	Black Cherry	<i>Prunus serotina</i>	12"	12.00	0			Dead
1553	Bur Oak	<i>Quercus macrocarpa</i>	21.5"	21.50	0	Dominant		Dead
1552	Bur Oak	<i>Quercus macrocarpa</i>	22"	22.00	0	Dominant		Dead
1652	Red Oak	<i>Quercus rubra</i>	29.5"	29.50	0	Intermediate		Dead
1584	Bur Oak	<i>Quercus macrocarpa</i>	40"	40.00	25	Co-Dominant		Major Decay, Limb Fail
1537	Bur Oak	<i>Quercus macrocarpa</i>	40"	40.00	dead	Co-Dominant	Large Deadwood, recent limb	
1707	Norway Maple	<i>Acer platanoides</i>	3"	3.00	65	Suppressed		
1715	Norway Maple	<i>Acer platanoides</i>	3.5"	3.50	65	Intermediate		
1714	Norway Maple	<i>Acer platanoides</i>	13"	13.00	55	Intermediate		Deadwood
1722	Norway Maple	<i>Acer platanoides</i>	12.5"	12.50	65	Dominant	Tree is shading out slope, potential fu	
1706	Siberian Elm	<i>Ulmus pumila</i>	19.5"	19.50	70	Intermediate		
1502	White Spruce	<i>Picea glauca</i>	11.5"	11.50	10	Co-Dominant	Almost dead, needle cast fun	
1554	Buckthorn	<i>Rhamnus cathartica</i>	4"	4.00	10	Suppressed		Almost Dead
1590	White Mulberry	<i>Morus alba</i>	7.5", 8"	15.50	60	Intermediate		Codominant stems
1605	White Mulberry	<i>Morus alba</i>	4.5"	4.50	50	Co-Dominant		Mechanical Damage

ATTACHMENT B				
		Eradication Requirements		
Botanical Name	Common Name	Low Tolerance	Medium Tolerance	High Tolerance
<i>Abutilon theophrasti</i>	Velvet Leaf			x
<i>Acer negundo</i>	Boxelder	x		
<i>Acer platanoides</i>	Norway Maple	x		
<i>Acer saccharinum</i>	Silver Maple	x		
<i>Achyranthes japonica</i>	Japanese Chaff Flower	x		
<i>Aegopodium podagraria</i>	Goutweed		x-spray at least once	
<i>Akebia quinata</i>	Chocolate vine	x		
<i>Allianthus altissima</i>	Tree of Heaven	x		
<i>Alliaria petiolata</i>	Garlic Mustard	x		
<i>Ambrosia artemisiifolia</i>	Common Ragweed		x	
<i>Ambrosia trifida</i>	Giant Ragweed	x		
<i>Ampelopsis brevipedunculata</i>	Porcelain berry	x		
<i>Anthriscus sylvestris</i>	Wild Chervil	x		
<i>Arctium minus</i>	Common Burdock	x		
<i>Artemisia absinthium</i>	Wormwood	x		
<i>Arundo donax</i>	Giant Reed	x		
<i>Butomus umbellatus</i>	Flowering Rush	x		
<i>Bunias orientalis</i>	Hill Mustard	x		
<i>Campanula rapunculoides</i>	Bellflower	x		
<i>Caragana arborescens</i>	Siberian Peashrub	x		
<i>Cardamine impatiens</i>	Narrow Leaf Bittercress	x		
<i>Carduus acanthoides</i>	Plumeless Thistle	x		
<i>Carduus nutans</i>	Musk Thistle	x		
<i>Celastrus orbiculatus</i>	Oriental Bittersweet	x		
<i>Celastrus loeseneri</i>	Asian Bittersweet	x		
<i>Centaurea biebersteinii</i>	Spotted Knapweed	x		
<i>Centaurea diffusa</i>	Diffuse Knapweed	x		
<i>Centaurea jacea</i>	Brown Knapweed	x		
<i>Centaurea nigra</i>	Black Knapweed	x		
<i>Centaurea nigrescens</i>	Tyrol Knapweed	x		
<i>Centaurea repens</i>	Russian Knapweed	x		
<i>Centaurea solstitialis</i>	Yellow star-thistle	x		
<i>Chelidonium majus</i>	Celandine Poppy	x		
<i>Chenopodium album</i>	Lamb's Quarters			x
<i>Cirsium arvense</i>	Canada Thistle	x		
<i>Cirsium palustre</i>	Marsh Thistle	x		
<i>Cirsium vulgare</i>	Bull Thistle	x		
<i>Conium maculatum</i>	Poison Hemlock	x		
<i>Convallaria majalis</i>	Lily-of-the-Valley		x	
<i>Convolvulus arvensis</i>	Field Bindweed		x	

ATTACHMENT B

		Erradication Requirements		
Botanical Name	Common Name	Low Tolerance	Medium Tolerance	High Tolerance
<i>Convolvulus sepium</i>	Hedge Bindweed		x	
<i>Coronilla varia</i>	Crown Vetch	x		
<i>Cynoglossum officinale</i>	Hound's Tongue	x		
<i>Cytisus scoparius</i>	Scotch Broom	x		
<i>Daucus carota</i>	Queen Anne's Lace		x	
<i>Digitalis lanata</i>	Grecian Foxglove	x		
<i>Dioscorea oppositifolia</i>	Chinese yam	x		
<i>Dipsacus fullonum</i>	Teasel	x		
<i>Dipsacus spp.</i>	Teasel	x		
<i>Dipsacus laciniatus</i>	Cutleaf Teasel	x		
<i>Eleaagnus umbellata</i>	Autumn Olive	x		
<i>Elytrigia repens</i>	Quack Grass			x
<i>Epilobium hirsutum</i>	Hairy Willow Herb	x		
<i>Epipactis helleborine</i>	Broad Leaved Helleborine	x		
<i>Euonymus alatus</i>	Burning bush	x		
<i>Euphorbia cyparissias</i>	Cypress Spurge	x		
<i>Euphorbia esula</i>	Leafy Spurge	x		
<i>Fallopia japonica (Polygonum cuspidata)</i>	Japanese Knotweed	x		
<i>Fallopia x bohemica</i>	Bohemian Knotweed	x		
<i>Filipendula ulmaria</i>	Queen of the Meadow	x		
<i>Galeopsis tetrahit</i>	Hempnettle			x
<i>Galium mollugo</i>	White Bedstraw	x		
<i>Glechoma hederacea</i>	Creeping Charlie			x
<i>Glyceria maxima</i>	Tall or Reed Manna Grass	x		
<i>Hackelia virginiana</i>	Stickseed		x	
<i>Hedera helix</i>	English Ivy		x- spray at least once	
<i>Hemerocallis fulva</i>	Daylily	x		
<i>Heracleum mantegazzianum</i>	Giant Hogweed	x		
<i>Hesperis matronalis</i>	Dame's Rocket	x		
<i>Humulus japonicus</i>	Japanese Hops	x		
<i>Impatiens glandulifera</i>	Policeman's Helmet	x		
<i>Impatiens balfourii</i>	Balfour's Touch-Me-Not	x		
<i>Iris pseudacorus</i>	Yellow Flag Iris	x		
<i>Knautia arvensis</i>	Field Scabious	x		
<i>Lactuca canadensis</i>	Wild Lettuce			x
<i>Lactuca serriola</i>	Prickly Lettuce			x
<i>Lamium stramonium</i>	Yellow Archangel	x		
<i>Lamium spp.</i>	Deadnettle	x		
<i>Leonurus cardiaca</i>	Motherwort		x	
<i>Lepidium latifolium</i>	Perennial Pepperweed	x		

ATTACHMENT B				
		Eradication Requirements		
Botanical Name	Common Name	Low Tolerance	Medium Tolerance	High Tolerance
<i>Lespedeza cuneata</i>	Chinese Lespedeza	X		
<i>Leymus arenarius</i>	Lyme or Sand Ryegrass	X		
<i>Linaria dalmatica</i>	Dalmation Toadflax	X		
<i>Lonicera</i> spp.	Bush honeysuckle	X		
<i>Lotus corniculatus</i>	Birdsfoot Trefoil	X		
<i>Lysimachia nummularia</i>	Moneywort	X		
<i>Lysimachia vulgaris</i>	Garden Yellow Loosestrife	X		
<i>Lythrum salicaria</i>	Purple loosestrife	X		
<i>Lythrum virgatum</i>	Wand Loosestrife	X		
<i>Melilotus</i> sp.	Sweet Clover	X		
<i>Microstegium vimineum</i>	Japanese Stilt Grass	X		
<i>Morus alba</i>	White mulberry	X		
<i>Myosotis sylvatica</i>	Woodland Forget-Me-Not	X		
<i>Nasturtium officinale</i>	Watercress	X		
<i>Oplismenus hirtellus</i> ssp. <i>undulatifolius</i>	Wavy Leaf Basket Grass	X		
<i>Poa pratensis</i>	Kentucky Bluegrass			X
<i>Pastinaca sativa</i>	Wild Parsnip	X		
<i>Petasites hybridus</i>	Butterfly Dock	X		
<i>Phalaris arundinacea</i>	Reed Canary Grass	X		
<i>Phragmites australis</i>	Common Reed	X		
<i>Phytolacca acinosa</i>	Himalayan Pokeweed	X		
<i>Phytolacca americana</i>	American Pokeweed	X		
<i>Pimpinella saxifraga</i>	Burnet Saxifrage	X		
<i>Polygonum cuspidatum</i>	Japanese Knotweed	X		
<i>Polygonum perfoliatum</i>	Mile-a-minute Vine	X		
<i>Polygonum sachalinense</i>	Giant Knotweed	X		
<i>Populus deltoides</i>	Cottonwood	X		
<i>Populus grandidentata</i>	Big tooth aspen	X		
<i>Populus tremuloides</i>	Quaking aspen	X		
<i>Pueraria lobata</i>	Kudzu	X		
<i>Ranunculus ficaria</i>	Fig Buttercup	X		
<i>Rhamnus cathartica</i>	Common buckthorn	X		
<i>Robinia pseudocacia</i>	Black Locust	X		
<i>Rosa multiflora</i>	Multiflora rose	X		
<i>Rubus armeniacus</i>	Himalayan blackberry	X		
<i>Rubus phoenicolasius</i>	Wineberry	X		
<i>Rubus</i> spp.	Raspberries		X	
<i>Rumex crispus</i>	Curly Dock	X		
<i>Setaria</i> spp.	Foxtail Grasses			X
<i>Solanum dulcamara</i>	Deadly Nightshade		X	

ATTACHMENT B

		Eradication Requirements		
Botanical Name	Common Name	Low Tolerance	Medium Tolerance	High Tolerance
<i>Solidago canadensis</i>	Canada Goldenrod		x	
<i>Solidago sempervirens</i>	Seaside Goldenrod	x		
<i>Sonchus</i> spp.	Sow Thistle			x
<i>Sorbaria sorbifolia</i>	False Spirea	x		
<i>Sorghum halepense</i>	Johnsongrass	x		
<i>Symphyotrichum subulatum</i>	Annual Saltmarsh Aster	x		
<i>Taeniatherum caput-medusae</i>	Medusahead	x		
<i>Tanacetum vulgare</i>	Tansy	x		
<i>Torilis arvensis</i>	Spreading hedgeparsley	x		
<i>Torilis japonica</i>	Hedge Parsley	x		
<i>Toxicodendron radicans</i>	Poison Ivy	x		
<i>Tussilago farfara</i>	Coltsfoot	x		
<i>Typha</i> spp.	Cattails	x		
<i>Ulmus pumila</i>	Siberian Elm	x		
<i>Urtica dioica</i>	Stinging Nettle		x	
<i>Valeriana officinalis</i>	Garden Heliotripe	x		
<i>Verbascum thapsus</i>	Mullein			x
<i>Vinca minor</i>	Vinca		x-spray at least once	
<i>Vincetoxicum nigrum</i>	Black Swallow-wort	x		
<i>Vincetoxicum rossicum</i>	European Swallow-wort	x		
<i>Vitis</i> spp.	Wild Grape			x
<i>Wisteria floribunda/sinensis</i>	Japanese/Chinese wisteria	x		



City of Madison Engineering Division

EROSION CONTROL PERMIT

Permit Number: ENG100-2023-06346

City Engineering: (608) 266-4751

Location of Work: 4609 Gregg RD

Parcel: 070920309014

Permittee: Sarah Lerner


Telephone: (608) 261-4281

Email:

Owner: CITY OF MADISON ENGINEER

Telephone:

slerner@cityofmadison.com

FEE SCHEDULE		APPROVALS		
Simplified Plan Base Fee	100.00	Plan Review:	MAE	
Total Fee Amount	100.00	Issuance:	MAE	
<hr/>				<p>Call 811 or (800) 242-8511 (262) 432-7910 (877) 500-9592 (emergency only)</p>
Total Invoiced Amount	100.00			
Paid	100.00			
Balance Due	0.00			

PROPOSED WORK: Robin Greenway Restoration

Project Description:

Permit Type: Simplified Checklist

Construction Start Date: 1/1/2024 Permit Expiration Date: 9/1/2024 Seed Sod Restore Date: 5/15/2024

USLE Rate: .1 Total Disturbed Area: 1,000

EC Checklist Attached EC Plan Attached Pumping Plan Attached

FOR CITY OF MADISON USE ONLY: APPROVED

Megan Eberhardt

09/14/2023

- Erosion Control Permit Reviewer

Date

Simplified Checklist

See page two of this permit for Permit Conditions and Requirements.



City of Madison Engineering Division

EROSION CONTROL PERMIT

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Location of Work: 4609 Gregg RD

Parcel: 070920309014

Permittee: Sarah Lerner

Telephone: (608) 261-4281

Email:

Owner: CITY OF MADISON ENGINEER

Telephone:

slerner@cityofmadison.com

Permit Conditions and Requirements:

Failure to abide by any of the following permit conditions will be considered a violation of the City's Erosion Control Ordinance (MGO Ch. 37) and can result in the issuance to the permittee and/or the property owner of Official Notices, citations, and/or referral to the City Attorney for resolution of non-compliance.

Erosion & Sediment Control Measures are to be installed prior to any land disturbance activities.

Within ten (10) days of the completion of the project or site stabilization the applicant shall submit an Erosion Control Notice of Termination (ECNOT). The ECNOT should be sent to the administrative authority that initially approved your permit.

The Erosion Control Permit applicant shall conduct a pre-construction meeting attended by a Professional Engineer responsible for initial implementation certification of the erosion control plan. The Professional Engineer shall document and submit minutes of this meeting to City Engineering.

A Professional Engineer currently licensed in the State of Wisconsin shall certify the initial installation and implementation of the measures shown on the approved erosion control plan. Documentation on the City's Installation Certification form shall be submitted to the administrative authority within one (1) week of the installation. The certification form can be found on the City's webpage at <http://www.cityofmadison.com/engineering/Permits.cfm>.

As part of the Erosion Control Permit requirements this construction project requires erosion control inspections and reporting by the permittee (or by their authorized inspector). Inspections shall be conducted a minimum of once per week and also after every 24-hour rain event of 0.5" or more precipitation. The results of these inspections shall be entered on the City's permit and inspection tracking system.

Dust Control, if applicable shall be provided, per WDNR Conservation Practice Standard 1068.

Trench Dewatering, if applicable shall be provided, per WDNR Conservation Practice Standard 1061.

All BMP's installed for erosion control shall be in accordance with the applicable WDNR Conservation Practice Standards found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE 9334 ROBIN GREENWAY RESTORATION

CONTRACT NO. 14412(9334)

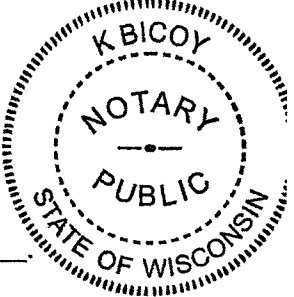
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 to the Contract Nos. 9334 through N/A issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Field & Stream Restorations (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of Jacob Damm; an individual trading as Field & Stream Restorations; of the City of Cottage Grove State of Wisconsin; 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]
 SIGNATURE
Operations Manager / Ecologist
 TITLE, IF ANY

Sworn and subscribed to before me this 8th day of November, 2023.

[Signature] Kalea Bicoy
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 11-22-26



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

Section F: Best Value Contracting (BVC) Fillable Online Form

Best Value Contracting

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

Ecological Restoration, Arborist

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

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

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

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

4. 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 and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

ROBIN GREENWAY RESTORATION

CONTRACT NO. 9334

DATE: 11/9/23

**Field & Stream Restorations,
LLC**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10711 - TRAFFIC CONTROL - LS	1.00	\$1,000.00	\$1,000.00
10911 - MOBILIZATION - LS	1.00	\$2,350.00	\$2,350.00
20401 - CLEARING - I.D	563.00	\$39.80	\$22,407.40
20406 - GRUBBING - I.D	484.00	\$15.45	\$7,477.80
20708 - WOODLAND SEEDING - SY	4963.00	\$1.50	\$7,444.50
90000 - AMELANCHIER ARBOREA - EA	9.00	\$605.00	\$5,445.00
90001 - CARYA CORDIFORMIS - EA	5.00	\$1,200.00	\$6,000.00
90002 - CARYA OVATA - EA	3.00	\$1,435.00	\$4,305.00
90003 - CEPHALANTHUS OCCIDENTALIS - EA	6.00	\$585.00	\$3,510.00
90004 - OSTRYA VIRGINIANA - EA	1.00	\$925.00	\$925.00
90005 - STAPHLYEA TRIFOLIA - EA	11.00	\$535.00	\$5,885.00
90006 - VIBURNUM LENTAGO - EA	19.00	\$375.00	\$7,125.00
90007 - CAREX PENNSYLVANICA - EA	300.00	\$4.20	\$1,260.00
90008 - CAREX VULPINOIDEA - EA	300.00	\$4.20	\$1,260.00
90009 - SAVANNAH SEED MIX - SY	681.00	\$1.60	\$1,089.60
90010 - BROWN FOX SEDGE SEED MIX - SY	851.00	\$1.50	\$1,276.50
90011 - SWALE SEED MIX - SY	1225.00	\$1.75	\$2,143.75
90012 - BRUSHING - LS	1.00	\$4,500.00	\$4,500.00
90013 - 2024 RESTORATION MAINTENANCE - LS	1.00	\$9,930.00	\$9,930.00
90014 - 2025 RESTORATION MAINTENANCE - LS	1.00	\$8,330.00	\$8,330.00
20 Items	Totals		\$103,664.55

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:

ROBIN GREENWAY RESTORATION CONTRACT NO. 9334

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.

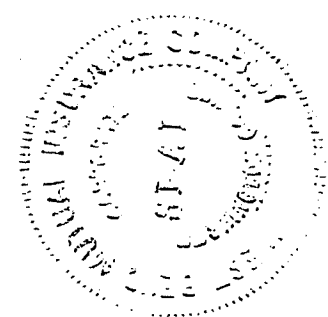
Seal PRINCIPAL

Field & Stream Restorations, LLC
Name of Principal

Jacob Damm
By

11/9/2023
Date

Jacob Damm, Operations Manager
Name and Title



Seal SURETY

West Bend Mutual Insurance Company
Name of Surety

Dave Neuleib
By

11/9/2023
Date

Dave Neuleib, Attorney-in-Fact
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16591659 for the year 2023, 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.

11/9/2023
Date

Dave Neuleib
Agent Signature

379 W. MAIN ST
Address

WAUKESHA, WI 53186
City, State and Zip Code

262-548-8077
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.



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Dave Neuleib

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

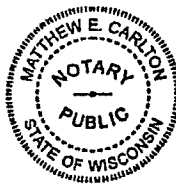
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 9th day of November, 2023.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

SECTION H: AGREEMENT

THIS AGREEMENT made this 8th day of January in the year Two Thousand and Twenty-four between **FIELD & STREAM RESTORATIONS, LLC** 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 **DECEMBER 5, 2023**, 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:

ROBIN GREENWAY RESTORATION CONTRACT NO. 9334

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 **ONE HUNDRED THREE THOUSAND SIX HUNDRED SIXTY-FOUR AND 55/100 (\$103,664.55)** 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 Contractor 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)(I), 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.

**ROBIN GREENWAY RESTORATION
CONTRACT NO. 9334**

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

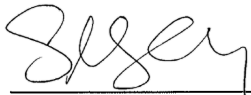
Countersigned:

FIELD & STREAM RESTORATIONS, LLC

Company Name

<u>James Thompson</u>	<u>11-29-2023</u>	<u>Stev J. Banz</u>	<u>11/29/23</u>
Witness	Date	President	Date
<u>Mark L. Rodwell</u>	<u>11/29/2023</u>	<u>Janet [Signature]</u>	<u>11/29/23</u>
Witness	Date	Secretary	Date

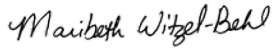
CITY OF MADISON



Satya Rhodes-Conway, Mayor

01/08/2024

Date



Maribeth Witzel-Behl, City Clerk

12/14/2023

Date

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

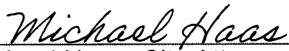


David P. Schmiedicke, Finance Director

1/5/2024

Date

Approved as to form:



Michael Haas, City Attorney

1/5/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -23-00745, ID No. 80760, adopted by the Common Council of the City of Madison on Dec. 5, 2023.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **FIELD & STREAM RESTORATIONS, LLC** as principal, and West Bend Mutual Insurance Co. Company of 1900 S 18th Ave., West Bend, WI 53095 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE HUNDRED THREE THOUSAND SIX HUNDRED SIXTY-FOUR AND 55/100 (\$103,664.55)** 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:

**ROBIN GREENWAY RESTORATION
CONTRACT NO. 9334**

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 6th day of December, 2023

Countersigned:

MB Banovetz

Witness

Joseph Dan
Secretary

FIELD & STREAM RESTORATIONS, LLC

Company Name (Principal)

Stev J. Berg

President

Seal

West Bend Mutual Insurance Co.

Surety

Salary Employee

Commission

Seal

By

Dave Neufert

Attorney-in-Fact

Dave Neufert

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16591659 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

12/6/2023
Date

Dave Neufert
Agent Signature

The foregoing Bond has been approved as to form:

1/5/2024
Date

Michael Haas
City Attorney



THE SILVER LINING®

Bond No. 2559538

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Dave Neuleib

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

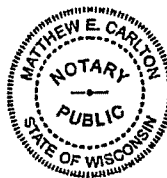
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 6th day of December, 2023.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



Demographics

Company Name: West Bend Mutual Insurance Company	SBS Company Number: 54218767
NAIC CoCode: 15350	Short Name:
State of Domicile: Wisconsin	Country of Domicile: United States
Organization Type: Mutual	Date of Incorporation: 01/01/1894
	Domicile Type: Domestic
	NAIC Group Number:
	Merger Flag: No

Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
1900 S 18th Ave West Bend, WI 53095 United States	1900 S 18th Ave West Bend, WI 53095 United States	1900 S 18th Ave West Bend, WI 53095 United States	1900 S 18th Ave West Bend, WI 53095 United States

Phone, Email, Website

Phone

Email

Website

No results found.

No results found.

Type

Number

Company Type

Business Primary Phone	(262) 334-5571
Toll Free Phone	(800) 236-5010

Company Type: Property and Casualty

Status: Active

Status Reason:

Status Date: 05/01/1894

Company Type: Property and Casualty

Business Activities of Members:

Appointments

Show 10 entries

Showing 1 to 6 of 6 entries



neu

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CHERYL NEULEIB	16806717	16806717	Intermediary (Agent) Individual	Property	04/24/2013	01/24/2023	03/15/2024
CHERYL NEULEIB	16806717	16806717	Intermediary (Agent) Individual	Casualty	04/24/2013	01/24/2023	03/15/2024
DAVID NEULEIB	16591659	16591659	Intermediary (Agent)	Property	07/31/2014	01/24/2023	03/15/2024

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DAVID NEULEIB	16591659	16591659	Intermediary (Agent) Individual	Casualty	07/31/2014	01/24/2023	03/15/2024
JACK NEULEIB	20341391	20341391	Intermediary (Agent) Individual	Casualty	06/07/2022	01/24/2023	03/15/2024
JACK NEULEIB	20341391	20341391	Intermediary (Agent) Individual	Property	06/07/2022	01/24/2023	03/15/2024

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	10/19/1961
Automobile	Automobile	10/19/1961
Disability Insurance	Disability Insurance	10/19/1961
Fidelity Insurance	Fidelity Insurance	10/19/1961
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	10/19/1961
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	10/19/1961
Miscellaneous	Miscellaneous	10/19/1961
Ocean Marine Insurance	Ocean Marine Insurance	10/19/1961
Surety Insurance	Surety Insurance	10/19/1961
Workers Compensation Insurance	Workers Compensation Insurance	10/19/1961

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		CHRISTOPHER ZWYGART			Other WEST BEND MUTUAL INSURANCE CO 1900 S 18TH AVE WEST BEND, WI United States County 53095

Company Merger

No results found.

Name Change History