

# Contract Routing Form

ROUTING: Routine

printed on: 03/31/2014

Contract between: Dan Larsen Landscaping Inc  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Boulevard/ROW - Landscaping 2013 - Phase 1

Contract No.: 7272  
Enactment No.: RES-14-00209  
Dollar Amount: 27,889.00

File No.: 33215  
Enactment Date: 03/19/2014

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-2-14	4-2-14
Director of Civil Rights	4-3-2014	4/30/14 MOO.
Risk Manager <del>2-2-2014</del>	5-1-14	5/1/14 KRB
Finance Director	5-5-14	
City Attorney	4560 5-5-2014	5-8-2014
Mayor	5-8-14	5-8-14

Please return signed Contracts to the City Clerk's Office  
Room 103, City-County Building for filing.

Original + 2 Copies

PO81537272

Pam 5/5/14

03/31/2014 15:36:44 enjls - Glenn Clark, 266-4092

Dis Rights: OK / ☒ N/A Problem - Hold  
Prev Wage: ☒ AA / Agency / No  
Contract Value: See above  
AA Plan: Exempt  
Amendment / Addendum #       
Type: POS / Dwp / Sbdv / Gov't /  
Grant / PW / ☒ Gsa / Loan / Agrmt

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File #: 33215 Version: 1

Name: Awarding Public Works Contract No. 7272, Boulevard/ROW Landscaping 2013 - Phase 1.

Type: Resolution

Status: Passed

File created: 2/24/2014

In control: BOARD OF PUBLIC WORKS

On agenda: 3/18/2014

Final action: 3/18/2014

Enactment date: 3/19/2014

Enactment #: RES-14-00209

Title: Awarding Public Works Contract No. 7272, Boulevard/ROW Landscaping 2013 - Phase 1.

Sponsors: BOARD OF PUBLIC WORKSAttachments: 1. Contract 7272.pdf[History \(3\)](#)[Text](#)**Fiscal Note**

Budget authority is available in the Acct. Nos. listed on the attached.

**Title**

Awarding Public Works Contract No. 7272, Boulevard/ROW Landscaping 2013 - Phase 1.

**Body**

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions and **subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7272) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7272  
BOULEVARD/ROW – LANDSCAPING 2013 – PHASE 1

DAN LARSEN LANDSCAPING, INC.

\$27,889.00

Acct. No. CS53-54303-810377-00-53W1667

\$27,889.00

Contingency 8%±

2,231.00

Plan & Prep 15%±

4,180.00

GRAND TOTAL

\$34,300.00

**Wisconsin Office of the Commissioner of Insurance  
Licensed Producer Search\***

Friday, March 28, 2014

SAMSE, ROBERT L  
CEDARBURG WI

Year of Birth: 1959  
Status: Active  
License Number: 646695  
NPN\*\*: 296763  
Effective Date: 08-27-1982  
Expiration Date: 06-30-2014  
License Type: Resident Intermediary Indv  
CE Compliance: 06-30-2014

**Lines of Authority**

Line of Authority	Residency	Effective Date	Status
Casualty	Resident	09-10-1982	Active
Property	Resident	09-10-1982	Active
Accident & Health	Resident	08-27-1982	Active
Life	Resident	08-27-1982	Active

**Appointments and Terminations**

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	AH/Inactive	05-24-1988	04-16-2002	Canceled
	CAS/Active	05-24-1988		
	PROP/Active	05-24-1988		
Aetna Life Insurance Company	AH/Active	09-28-2012		
	LI/Active	09-28-2012		
Allianz Life Insurance Company of North America	AH/Inactive	03-08-2002	06-07-2011	Canceled
	LI/Inactive	03-08-2002	06-07-2011	Canceled
Allied Life Insurance Company	AH/Inactive	06-07-1996	03-29-2000	Canceled
	LI/Inactive	06-07-1996	03-29-2000	Canceled
Allied Mutual Insurance Company	AH/Inactive	06-17-1996	10-01-1998	Company Merger
	CAS/Inactive	06-17-1996	10-01-1998	Company Merger
	PROP/Inactive	06-17-1996	10-01-1998	Company Merger
ALLIED Property and Casualty Insurance Company	AH/Inactive	02-26-2001	04-12-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	02-26-2001	12-15-2009	Canceled
	PROP/Inactive	02-26-2001	12-15-2009	Canceled
Alpha Property & Casualty Insurance Company	AH/Inactive	02-26-1992	09-25-2006	Canceled
	CAS/Inactive	02-26-1992	09-25-2006	Canceled

	PROP/Inactive	02-26-1992	09-25-2006	Canceled
AMCO Insurance Company	AH/Inactive	06-17-1996	04-12-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	06-17-1996	12-15-2009	Canceled
	PROP/Inactive	06-17-1996	12-15-2009	Canceled
American Continental Insurance Company	AH/Active	02-28-2014		
American Family Life Assurance Company of Columbus	AH/Active	10-02-2009		
	LI/Active	10-02-2009		
American General Life Insurance Company	AH/Active	09-17-2012		
	AH/Inactive	10-10-2005	12-30-2008	Inadequate Production
	LI/Active	09-17-2012		
	LI/Inactive	10-10-2005	12-30-2008	Inadequate Production
American Republic Corp Insurance Company	AH/Inactive	10-15-2007	12-16-2010	Vol. Surrender per Agent Rqst
	LI/Inactive	10-15-2007	12-16-2010	Vol. Surrender per Agent Rqst
American Republic Insurance Company	AH/Inactive	08-11-2003	01-05-2011	Vol. Surrender per Agent Rqst
	AH/Inactive	11-17-1999	05-23-2002	Vol. Surrender per Agent Rqst
	AH/Inactive	10-02-1996	02-18-1999	Inadequate Production
	LI/Inactive	08-11-2003	01-05-2011	Vol. Surrender per Agent Rqst
	LI/Inactive	11-17-1999	05-23-2002	Vol. Surrender per Agent Rqst
	LI/Inactive	10-02-1996	02-18-1999	Inadequate Production
American Retirement Life Insurance Company	AH/Active	01-29-2014		
	LI/Active	01-29-2014		
American Zurich Insurance Company	CAS/Inactive	05-11-2006	04-19-2013	Canceled
	PROP/Inactive	05-11-2006	04-19-2013	Canceled
Artisan and Truckers Casualty Company	CAS/Active	01-15-2008		
	PROP/Active	01-15-2008		
Assurance Company of America	CAS/Inactive	09-12-1996	04-19-2013	Canceled
	PROP/Inactive	09-12-1996	04-19-2013	Canceled
ATX Premier Insurance Company	AUTO/Inactive	11-30-1992	04-02-2003	Canceled
Badger Mutual Insurance Company	AH/Inactive	02-10-1987	01-13-2010	Canceled
	CAS/Active	02-10-1987		
	PROP/Active	02-10-1987		

Banner Life Insurance Company	AH/Active	04-06-2000		
	LI/Active	04-06-2000		
Berkshire Hathaway Homestate Insurance Company	CAS/Inactive	02-01-1999	04-20-2000	Canceled
	PROP/Inactive	02-01-1999	04-20-2000	Canceled
Blue Cross Blue Shield of Wisconsin	AH/Active	12-03-2008		
	AH/Inactive	01-12-2005	12-03-2008	Canceled
Bristol West Insurance Company	CAS/Active	02-29-2012		
	PROP/Active	02-29-2012		
C.M. Life Insurance Company	AH/Inactive	04-17-2001	12-16-2009	Canceled
	LI/Inactive	04-17-2001	12-16-2009	Canceled
Capitol Indemnity Corporation	AH/Inactive	10-29-1993	05-30-2007	Inadequate Production
	CAS/Inactive	10-29-1993	05-30-2007	Inadequate Production
	PROP/Inactive	10-29-1993	05-30-2007	Inadequate Production
Celtic Insurance Company	AH/Inactive	10-23-2007	12-24-2008	Inadequate Production
	AH/Inactive	07-31-1997	12-27-2006	Inadequate Production
	LI/Inactive	10-23-2007	12-24-2008	Inadequate Production
	LI/Inactive	07-31-1997	12-27-2006	Inadequate Production
Chase Insurance Life and Annuity Company	AH/Inactive	07-17-1998	12-29-2003	Inadequate Production
	LI/Inactive	07-17-1998	12-29-2003	Inadequate Production
Citizens Insurance Company of America	AH/Inactive	07-29-1987	05-17-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-29-1987	05-17-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-29-1987	05-17-2000	Vol. Surrender per Agent Rqst
Clarica Life Insurance Company-U.S.	LI/Inactive	08-06-2002	04-05-2004	Canceled
Compcare Health Services Insurance Corporation	AH/Active	12-03-2008		
	AH/Inactive	01-12-2005	12-03-2008	Canceled
Conseco Medical Insurance Company	AH/Inactive	08-30-1995	04-21-1999	Vol. Surrender per Agent Rqst
	LI/Inactive	08-30-1995	04-21-1999	Vol. Surrender per Agent Rqst
Constitution Life Insurance Company	AH/Inactive	11-24-1999	09-20-2012	Vol. Surrender per Agent Rqst
	LI/Inactive	11-24-1999	09-20-2012	Vol. Surrender per Agent Rqst
Continental Life &	AH/Inactive	08-30-1995	01-01-1999	Company Merger

Accident Company	LI/Inactive	08-30-1995	01-01-1999	Company Merger
Continental Life Insurance Company of Brentwood, Tennessee	AH/Active	04-11-2012		
	LI/Active	04-11-2012		
Coventry Health and Life Insurance Company	AH/Active	09-30-2008		
Dairyland Insurance Company	AH/Inactive	06-27-1996	05-30-2002	Canceled
	CAS/Active	06-27-1996		
	PROP/Active	06-27-1996		
Delta Dental of Wisconsin, Inc.	AH/Inactive	10-03-2007	10-28-2009	Canceled
Depositors Insurance Company	AH/Inactive	06-17-1996	04-12-2006	Vol. Surrender per Agent Rqst
	CAS/Active	06-19-2012		
	CAS/Inactive	06-17-1996	12-15-2009	Canceled
	PROP/Active	06-19-2012		
	PROP/Inactive	06-17-1996	12-15-2009	Canceled
Empire General Life Assurance Corporation	AH/Inactive	01-20-2000	01-02-2007	Canceled
	LI/Inactive	01-20-2000	01-02-2007	Canceled
EPIC Life Insurance Company, The	AH/Inactive	11-22-2005	12-30-2011	Inadequate Production
	AH/Inactive	03-16-1989	05-29-1996	Canceled
	LI/Inactive	11-22-2005	12-30-2011	Inadequate Production
	LI/Inactive	03-16-1989	05-29-1996	Canceled
Erie Family Life Insurance Company	AH/Active	11-01-2007		
	LI/Active	11-01-2007		
Erie Insurance Company	CAS/Active	11-01-2007		
	PROP/Active	11-01-2007		
Erie Insurance Company of New York	CAS/Active	11-01-2007		
Erie Insurance Exchange	CAS/Active	11-01-2007		
	PROP/Active	11-01-2007		
Erie Insurance Property & Casualty Company	CAS/Active	11-01-2007		
	PROP/Active	11-01-2007		
Eye Care of Wisconsin Insurance, Inc.	AH/Inactive	08-21-2000	12-01-2012	Inadequate Production

Fidelity Life Association, A Legal Reserve Life Insurance Company	AH/Inactive	07-17-1998	12-05-2006	Canceled
	LI/Inactive	07-17-1998	12-22-2003	Inadequate Production
First Colony Life Insurance Company	AH/Inactive	04-06-2000	01-02-2007	Canceled
	LI/Inactive	04-06-2000	01-02-2007	Canceled
First Commonwealth Limited Health Service Corporation	AH/Inactive	06-03-1999	11-30-2006	Vol. Surrender per Agent Rqst
First Health Life & Health Insurance Company	AH/Active	09-13-2011		
First Penn-Pacific Life Insurance Company	AH/Inactive	04-03-1998	12-15-2004	Canceled
	AH/Inactive	02-27-1996	12-23-1997	Inadequate Production
	LI/Inactive	04-03-1998	12-15-2004	Canceled
	LI/Inactive	02-27-1996	12-23-1997	Inadequate Production
Flagship City Insurance Company	CAS/Active	11-01-2007		
	PROP/Active	11-01-2007		
Foremost Insurance Company Grand Rapids, Michigan	AH/Inactive	01-29-1990	12-30-2003	Canceled
	CAS/Active	01-29-1990		
	PROP/Active	01-29-1990		
Foremost Property and Casualty Insurance Company	CAS/Active	11-26-2012		
	PROP/Active	11-26-2012		
Foremost Signature Insurance Company	CAS/Active	11-26-2012		
	PROP/Active	11-26-2012		
Genworth Life and Annuity Insurance Company	AH/Inactive	03-31-2008	12-08-2011	Inadequate Production
	LI/Inactive	01-01-2007	12-08-2011	Inadequate Production
Genworth Life Insurance Company	AH/Active	01-29-2014		
	LI/Active	01-29-2014		
	LI/Inactive	11-03-2005	12-18-2012	Inadequate Production
Gerber Life Insurance Company	AH/Inactive	02-22-2010	11-26-2012	Inadequate Production
	LI/Inactive	02-22-2010	11-26-2012	Inadequate Production
Germantown Mutual Insurance Company	CAS/Active	07-12-1984		
	PROP/Active	07-12-1984		
Globe American Casualty Company	CAS/Inactive	02-04-1998	05-08-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	02-04-1998	05-08-2001	Vol. Surrender per Agent Rqst
Golden Rule	AH/Active	10-06-1987		

Insurance Company	LI/Active	10-06-1987		
Greenwich Insurance Company	AH/Inactive	10-31-1995	04-28-1998	Canceled
	CAS/Inactive	10-31-1995	04-28-1998	Canceled
	PROP/Inactive	10-31-1995	04-28-1998	Canceled
Guaranty National Insurance Company	CAS/Inactive	03-24-1998	09-07-2006	Inadequate Production
	PROP/Inactive	03-24-1998	09-07-2006	Inadequate Production
Hallmark National Insurance Company	CAS/Inactive	02-23-1998	09-08-2004	Canceled
	PROP/Inactive	02-23-1998	09-08-2004	Canceled
Hanover Insurance Company, The	AH/Inactive	07-16-1984	05-17-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-16-1984	05-17-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-16-1984	05-17-2000	Vol. Surrender per Agent Rqst
Hartford Casualty Insurance Company	CAS/Active	02-01-2012		
	PROP/Active	02-01-2012		
Homesite Insurance Company	CAS/Inactive	01-11-2008	12-30-2010	Canceled
	PROP/Inactive	01-11-2008	12-30-2010	Canceled
Humana Insurance Company	AH/Active	01-16-2004		
	LI/Active	01-16-2004		
Humana Wisconsin Health Organization Insurance Corporation	AH/Active	07-19-2011		
HumanaDental Insurance Company	AH/Active	09-22-2005		
	LI/Active	09-22-2005		
ICM Insurance Company	CAS/Inactive	06-20-2006	03-05-2009	Inadequate Production
	PROP/Inactive	06-20-2006	03-05-2009	Inadequate Production
Illinois Mutual Life Insurance Company	AH/Inactive	08-02-1996	09-11-1998	Inadequate Production
	LI/Inactive	08-02-1996	09-11-1998	Inadequate Production
Infinity Casualty Insurance Company	AUTO/Inactive	02-25-1991	01-09-2004	Canceled
Infinity Insurance Company	CAS/Active	11-27-2012		
	PROP/Active	11-27-2012		
Infinity Security Insurance Company	AUTO/Inactive	08-25-1993	04-25-2008	Vol. Surrender per Agent Rqst
Infinity Standard Insurance Company	AUTO/Inactive	08-21-1990	04-25-2008	Vol. Surrender per Agent Rqst
Jackson National Life	AH/Inactive	05-11-1992	04-06-1998	Inadequate Production

Insurance Company	LI/Inactive	05-11-1992	04-06-1998	Inadequate Production
John Alden Life Insurance Company	AH/Inactive	07-13-2009	02-08-2013	Canceled
	LI/Inactive	07-13-2009	02-08-2013	Canceled
John Hancock Life Insurance Company	AH/Inactive	03-04-2003	06-07-2008	Vol. Surrender per Agent Rqst
	LI/Inactive	03-04-2003	06-07-2008	Vol. Surrender per Agent Rqst
John Hancock Variable Life Insurance Company	LI/Inactive	03-04-2003	12-07-2006	Vol. Surrender per Agent Rqst
Kanawha Insurance Company	AH/Active	12-27-2013		
	AH/Inactive	08-22-2011	04-25-2013	Vol. Surrender per Agent Rqst
	LI/Active	12-27-2013		
	LI/Inactive	08-22-2011	04-25-2013	Vol. Surrender per Agent Rqst
Legion Insurance Company	AH/Inactive	03-13-2000	07-30-2003	Canceled
	CAS/Inactive	03-13-2000	07-30-2003	Canceled
	PROP/Inactive	03-13-2000	07-30-2003	Canceled
Lincoln National Life Insurance Company, The	AH/Inactive	07-08-2003	06-26-2009	Canceled
	LI/Inactive	07-08-2003	06-26-2009	Canceled
Markel American Insurance Company	AH/Inactive	10-17-1996	01-08-2007	Canceled
	CAS/Inactive	10-17-1996	01-08-2007	Canceled
	PROP/Inactive	10-17-1996	01-08-2007	Canceled
Marquette National Life Insurance Company	AH/Inactive	07-04-2011	09-20-2012	Vol. Surrender per Agent Rqst
	LI/Inactive	07-04-2011	09-20-2012	Vol. Surrender per Agent Rqst
Maryland Casualty Company	CAS/Inactive	09-12-1996	04-19-2013	Canceled
	PROP/Inactive	09-12-1996	04-19-2013	Canceled
Massachusetts Bay Insurance Company	AH/Inactive	07-16-1984	05-17-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-16-1984	05-17-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-16-1984	05-17-2000	Vol. Surrender per Agent Rqst
Massachusetts Mutual Life Insurance Company	AH/Inactive	04-17-2001	12-16-2009	Canceled
	LI/Inactive	04-17-2001	12-16-2009	Canceled
Mendota Insurance Company	CAS/Inactive	07-23-1997	02-28-2013	Canceled
	PROP/Inactive	07-23-1997	02-28-2013	Canceled

MetLife Investors USA Insurance Company	AH/Inactive	10-03-2008	11-19-2009	Vol. Surrender per Agent Rqst
	LI/Inactive	10-03-2008	11-19-2009	Vol. Surrender per Agent Rqst
Midland Life Insurance Company, The	AH/Inactive	11-20-1997	09-16-2002	Canceled
	LI/Inactive	11-20-1997	09-16-2002	Canceled
Midwest Security Life Insurance Company	AH/Inactive	08-19-1998	12-27-2007	Inadequate Production
	LI/Inactive	08-19-1998	12-27-2007	Inadequate Production
MONY Life Insurance Company	LI/Inactive	09-23-2002	04-15-2003	Canceled
MONY Life Insurance Company of America	LI/Inactive	09-23-2002	11-11-2010	Inadequate Production
Moraine Mutual Insurance Company	CAS/Inactive	11-06-1989	01-05-2007	Canceled
	PROP/Inactive	11-06-1989	01-05-2007	Canceled
Mutual of Omaha Insurance Company	AH/Inactive	11-01-2006	11-29-2010	Inadequate Production
National Insurance Association	PROP/Inactive	02-04-1998	05-08-2001	Vol. Surrender per Agent Rqst
Nationwide Affinity Insurance Company of America	CAS/Inactive	04-15-2005	12-15-2009	Canceled
	PROP/Inactive	04-15-2005	12-15-2009	Canceled
Nationwide Mutual Fire Insurance Company	CAS/Inactive	10-04-2007	12-15-2009	Canceled
	PROP/Inactive	10-04-2007	12-15-2009	Canceled
Nationwide Mutual Insurance Company	AH/Inactive	06-17-1996	04-12-2006	Vol. Surrender per Agent Rqst
	CAS/Inactive	06-17-1996	12-15-2009	Canceled
	PROP/Inactive	06-17-1996	12-15-2009	Canceled
North American Company for Life and Health Insurance	AH/Active	06-08-2010		
	LI/Active	06-08-2010		
	LI/Inactive	07-17-2002	12-03-2008	Vol. Surrender per Agent Rqst
Northern Insurance Company of New York	CAS/Inactive	09-12-1996	04-19-2013	Canceled
	PROP/Inactive	09-12-1996	04-19-2013	Canceled
Pacific Star Insurance Company	AH/Inactive	05-19-1988	01-26-2001	Vol. Surrender per Agent Rqst
	CAS/Inactive	05-19-1988	01-26-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-19-1988	01-26-2001	Vol. Surrender per Agent Rqst

PacifiCare Life and Health Insurance Company	AH/Inactive	10-19-2005	02-07-2012	Vol. Surrender per Agent Rqst
	LI/Inactive	10-19-2005	02-07-2012	Vol. Surrender per Agent Rqst
Pennsylvania Life Insurance Company	AH/Inactive	02-20-2009	11-14-2013	Canceled
Pioneer Life Insurance Company	AH/Inactive	12-11-1996	04-21-1999	Vol. Surrender per Agent Rqst
	LI/Inactive	12-11-1996	04-21-1999	Vol. Surrender per Agent Rqst
Principal Life Insurance Company	LI/Active	10-21-2010		
Principal National Life Insurance Company	LI/Active	10-21-2010		
Progressive Casualty Insurance Company	AH/Inactive	05-24-2001	05-06-2010	Vol. Surrender per Agent Rqst
	CAS/Active	05-24-2001		
	PROP/Active	05-24-2001		
Progressive Classic Insurance Company	CAS/Active	04-27-2004		
	PROP/Active	04-27-2004		
Progressive Northern Insurance Company	AH/Inactive	09-08-1993	05-06-2010	Vol. Surrender per Agent Rqst
	CAS/Active	09-08-1993		
	PROP/Active	09-08-1993		
Protective Life Insurance Company	AH/Active	01-28-2013		
	LI/Active	01-28-2013		
Pruco Life Insurance Company	AH/Inactive	03-06-2003	09-06-2005	Vol. Surrender per Agent Rqst
	LI/Inactive	03-06-2003	09-06-2005	Vol. Surrender per Agent Rqst
Pyramid Life Insurance Company, The	AH/Inactive	02-20-2009	12-28-2012	Vol. Surrender per Agent Rqst
Reassure America Life Insurance Company	AH/Inactive	06-07-1996	03-29-2000	Canceled
	LI/Inactive	06-07-1996	03-29-2000	Canceled
Reassure America Life Insurance Company	AH/Inactive	09-18-2001	12-31-2003	Inadequate Production
	AH/Inactive	12-27-1994	06-06-2001	Inadequate Production
	LI/Inactive	09-18-2001	12-31-2003	Inadequate Production
	LI/Inactive	12-27-1994	06-06-2001	Inadequate Production
ReliaStar Life	LI/Active	01-29-2010		

Insurance Company	LI/Inactive	08-27-2003	08-18-2007	Vol. Surrender per Agent Rqst
RLI Insurance Company	AH/Inactive	11-29-1988	10-09-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-29-1988	10-09-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-29-1988	10-09-1997	Vol. Surrender per Agent Rqst
Sagamore Insurance Company	CAS/Active	12-17-2009		
	PROP/Active	12-17-2009		
Security Life Insurance Company of America	AH/Active	04-13-2005		
	AH/Inactive	10-22-1998	12-11-2001	Inadequate Production
	LI/Active	04-13-2005		
	LI/Inactive	10-22-1998	12-11-2001	Inadequate Production
Security Life of Denver Insurance Company	AH/Inactive	01-29-2010	10-05-2012	Canceled
	LI/Inactive	01-29-2010	10-05-2012	Canceled
Security-Connecticut Life Insurance Company	AH/Inactive	01-24-2000	10-01-2003	Canceled
	LI/Inactive	01-24-2000	10-01-2003	Canceled
Sentinel Insurance Company, Ltd.	CAS/Inactive	12-26-2007	11-30-2011	Canceled
	PROP/Inactive	12-26-2007	11-30-2011	Canceled
Sentry Insurance a Mutual Company	CAS/Active	09-15-2012		
	PROP/Active	09-15-2012		
SilverScript Insurance Company	AH/Active	12-05-2012		
State Auto Insurance Company of Wisconsin	AH/Inactive	06-15-1988	04-01-2004	Canceled
	CAS/Inactive	06-15-1988	09-08-2004	Canceled
	PROP/Inactive	06-15-1988	09-08-2004	Canceled
State Auto Property and Casualty Insurance Company	CAS/Inactive	02-23-1998	09-08-2004	Canceled
	PROP/Inactive	02-23-1998	09-08-2004	Canceled
Stonewood National Insurance Company	CAS/Inactive	11-08-1995	02-09-2005	Inadequate Production
	PROP/Inactive	11-08-1995	02-09-2005	Inadequate Production
Time Insurance Company	AH/Inactive	05-01-2012	12-10-2013	Canceled
	AH/Inactive	05-06-2002	06-17-2009	Vol. Surrender per Agent Rqst
	LI/Inactive	05-01-2012	12-10-2013	Canceled
	LI/Inactive	05-06-2002	06-17-2009	Vol. Surrender per Agent Rqst
Transamerica Life	AH/Active	01-07-2009		

Insurance Company	LI/Active	01-07-2009		
Trumbull Insurance Company	CAS/Active	12-28-2011		
	CAS/Inactive	11-19-2009	11-30-2011	Canceled
	PROP/Active	12-28-2011		
	PROP/Inactive	11-19-2009	11-30-2011	Canceled
Trustmark Insurance Company	AH/Inactive	07-29-1998	04-17-2003	Inadequate Production
	LI/Inactive	07-29-1998	04-17-2003	Inadequate Production
Twin City Fire Insurance Company	CAS/Active	05-24-2012		
	PROP/Active	05-24-2012		
U.S. Financial Life Insurance Company	AH/Inactive	06-06-1997	12-29-2003	Inadequate Production
	LI/Inactive	06-06-1997	12-29-2003	Inadequate Production
United of Omaha Life Insurance Company	AH/Inactive	11-01-2006	11-26-2012	Inadequate Production
	LI/Inactive	11-01-2006	11-26-2012	Inadequate Production
United World Life Insurance Company	AH/Inactive	11-01-2006	11-29-2010	Canceled
UnitedHealthcare Insurance Company	AH/Inactive	03-18-1985	08-30-2012	Canceled
	LI/Inactive	03-18-1985	08-30-2012	Canceled
UnitedHealthcare Life Insurance Company	AH/Active	10-29-2013		
	LI/Active	10-29-2013		
UnitedHealthcare of Wisconsin, Inc.	AH/Inactive	10-14-1999	08-30-2012	Canceled
Universal Underwriters Insurance Company	AH/Inactive	01-28-1998	04-14-2003	Inadequate Production
	CAS/Inactive	01-28-1998	12-11-2002	Inadequate Production
	PROP/Inactive	01-28-1998	12-11-2002	Inadequate Production
Valiant Insurance Company	CAS/Inactive	09-12-1996	12-05-2007	Canceled
	PROP/Inactive	09-12-1996	12-05-2007	Canceled
Victoria Automobile Insurance Company	CAS/Inactive	02-28-2005	11-12-2013	Canceled
	PROP/Inactive	02-28-2005	11-12-2013	Canceled
Victoria Fire & Casualty Company	CAS/Active	02-28-2005		
	PROP/Active	02-28-2005		
Viking Insurance Company of Wisconsin	AH/Inactive	09-17-1987	02-23-2007	Canceled
	CAS/Active	09-17-1987		
	PROP/Active	09-17-1987		
West Coast Life Insurance Company	AH/Inactive	07-20-2011	11-20-2011	Canceled
	LI/Inactive	07-20-2011	11-20-2011	Canceled
	LI/Inactive	05-09-2003	12-22-2008	Inadequate Production
Western Surety Company	CAS/Active	04-07-1998		

Wilson Mutual Insurance Company	CAS/Active	07-24-2006		
	PROP/Active	07-24-2006		
Wisconsin Physicians Service Insurance Corporation	AH/Active	11-22-2005		
	AH/Inactive	04-03-1989	05-29-1996	Canceled
World Insurance Company	AH/Inactive	02-15-2007	06-09-2008	Vol. Surrender per Agent Rqst
	LI/Inactive	02-15-2007	06-09-2008	Vol. Surrender per Agent Rqst

\* Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

\*\* NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.

\$27,889.00  
ORIGINAL

BID OF DAN LARSEN LANDSCAPING, INC.

**2014**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1**

**CONTRACT NO. 7272**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON **MARCH 18, 2014**

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1  
CONTRACT NO. 7272**

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This Proposal, and Agreement have  
been prepared by:

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

A handwritten signature in black ink, appearing to read "Robert Phillips", written over a horizontal line.

Robert F. Phillips, P.E., City Engineer

## 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:	BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1
CONTRACT NO.:	7272
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	FEBRUARY 14, 2014
BID SUBMISSION (1:00 P.M.)	FEBRUARY 21, 2014
BID OPEN (1:30 P.M.)	FEBRUARY 21, 2014
PUBLISHED IN WSJ	2/7/14 & 2/14/14

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2014 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

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

Building Demolition

- 101 ☐ Asbestos Removal  
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

**SECTION C: SMALL BUSINESS ENTERPRISE**

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

SBE NOT APPLICABLE

## SECTION D: SPECIAL PROVISIONS

### BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1 CONTRACT NO. 7272

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

#### SECTION 102.10: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

☒ Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- ☐ Building and Heavy Construction
- ☐ Sewer, Water, and Tunnel Construction
- ☐ Local Street and Miscellaneous Paving Operations
- ☐ Residential and Agricultural Construction

#### SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### ARTICLE 104 SCOPE OF WORK

This contract involves the installation of approximately one-hundred ten (110) trees to be planted in specified boulevards within the City of Madison.

See Attachments "A" for the limits of this project.

The majority of the trees are replacements for trees that have died due to age or have had to be removed after being struck by vehicles the locations are citywide. (See Attachment "B" – Tree Schedule). All trees shall be installed as marked and confirmed by the Engineer in the field.

#### SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall strictly adhere to Section 182.0175, Wis. Statutes, regarding notification and location of utilities, including but not limited to three working days advance notice.

The Contractor shall be responsible to maintain traffic flow over or along the street/highway and furnish and maintain adequate conditions on all approaches, crossings, intersections and driveways. All traffic control signage and maintenance thereof as per BPW Standard.

## **SECTION 107.7      MAINTENANCE OF TRAFFIC**

The Contractor shall furnish, install, and maintain an advanced warning sign, arrow board, and any other traffic control devices as specified by the City Engineer, for the duration of this contract.

The Contractor shall at all time conduct work in such a manner as to insure the least possible obstruction to local vehicular and pedestrian traffic.

The work shall be done in accordance with the current edition of the Federal Highway Administration, Part VI of the "Manual on Uniform Traffic Control Devices" (MUTCD), and the State of Wisconsin Supplementary and City of Madison Supplements.

The Contractor shall not work in any of the streets included in this contract during the hours of 7:00 A.M. to 8:30 A.M. or 4:00P.M. to 5:30 P.M.

## **SECTION 109.2      PROSECUTION OF THE WORK**

The Contractor shall begin work on or before March 30, 2014. Work shall begin only after the start of work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the Engineer.

## **SECTION 109.7      TIME OF COMPLETION**

The time of completion of this contract shall be MAY 21, 2014

## **SECTION 209.1      DESCRIPTION**

This work shall consist of furnishing and planting trees of the species, varieties and sizes specified, complete in place at the locations designated on the plans or as directed by the Landscape Architect, City Forester, Inspector or designee herein referred to as Engineer. This work shall include furnishing all necessary materials and performing all necessary work including, but not limited to excavation of plant holes, salvaging topsoil, potting, transplanting, backfilling, pruning, mulching, watering, heeling in, fertilizing, wrapping, rodent protection and anti-desiccant, disposing of surplus waste materials, necessary care and required replacements pending acceptance, and such work necessary or incidental to complete the item in accordance with the plans, specifications and contract.

The Contractor shall have adequate experience in trees installation.

The Contractor shall be required to make a site visit prior to installation, to verify that the "site conditions" are proper for planting. "Site Conditions" are defined as the soil type, the grade of the site, and the contacting of Diggers Hotline for utilities locations.

## **SECTION 209.2      MATERIALS**

### **GENERAL**

Unless otherwise provided for or approved by the Engineer, all materials used shall conform to requirements hereinafter set forth.

### **PLANT MATERIALS**

1. General. Unless otherwise specified, all trees shall be nursery grown stock that has been transplanted or root-trimmed two or more times, according to the species and size of plants.

Applicable Specifications and Standards:

American Standard for Nursery Stock, ANSI Z60.1., current edition.

Standardized Plant Names. 1942 American Joint Committee on Horticulture Nomenclature.

Pruning Standards for Shade Trees, current edition. National Arborist Association.

American Nursery Standard For Tree Care Operations, Tree, Shrub And Other Woody Plant  
Maintenance- Standard Practices; ANSI A300, current edition

All trees shall be typical of their species and have well-formed tops (crowns) and root systems and shall be free from injurious insects, plant diseases or other plant pests. All trees shall be grown within the States of Wisconsin, Minnesota, Iowa, Michigan, or the parts of Illinois, Indiana, or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" of the USDA, Miscellaneous Publication No. 814 – Revised 1990. Plants furnished shall conform to the American Standard for Nursery Stock and be free from the following defects:

Serious injuries to leader, branches (crown), trunk, bark or roots.

Dried out roots.

Prematurely opened buds.

Thin or poor tops (crowns) or root systems.

Evidence of molding.

Dry, loose or broken ball of earth in Balled and Burlapped (B& B) stock.

Dried out or damaged soil mass in Bare Root (BR), Balled and Burlapped (B&B) or Container Grown (CG) stock.

2. Substitution. Where evidence is submitted that a specified plant cannot be obtained, substitution may be made, only upon specific approval of the Engineer.
3. Grading Standards. Trees stock shall conform to the code of standards set forth in the current edition of the American Standard for Nursery Stock.
4. Inspection and Approval of All Plant Material. All trees shall be subject to the approval of the Engineer. Trees that will be inspected and tagged at the nursery or place of collection will be done at a time agreeable to the Contractor and Engineer. Approval of plants at the source does not alter the right of rejection at the project site. It is the right of the Engineer to reject plant material(s) at the project site. **It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any plantings, as to which trees are to be planted and their location(s). Contractor shall furnish to the Engineer a written list of the sources from which he/she proposes to obtain plant materials for the work.** All trees shall conform to the measurements specified in the plant list. Measurements specified shall be the minimum size acceptable for each variety. Trees that meet the requirements specified in the itemized plant list, but that do not possess a normal balance between height and spread, will not be accepted. Plants shall not be pruned prior to delivery. Trees with multiple leaders, unless specified, will be rejected. Central leaders shall be left intact.

### SECTION 209.3

### DIGGING, HANDLING AND PACKING PLANT STOCK

#### GENERAL

All plant stock shall be freshly dug and handled with care and skill to prevent injuries to the leaders, branches, trunk and roots, and shall be packed in accordance with the requirements of the current edition of the State of Wisconsin DOT Standard Specifications for Road and Bridge Construction.

#### DIGGING AND HANDLING OF PLANT MATERIAL

Care shall be taken to prevent any damage to plant material during transit and handling. The Engineer shall check trees for any shipping or handling damages. Trees with excessive damage, as determined by the Engineer, shall be rejected.

Tree stock to be furnished Balled and Burlapped (B&B) shall be moved with a compact dug ball of earth so firmly wrapped in burlap that upon delivery the soil in the ball is still firm and compact about the root system. Each ball shall be of sufficient size to encompass all the fibrous roots necessary to insure successful recovery and development of the plant. The minimum sizes of balls, ball depth and diameters,

and increased ball sizes for collected stock shall be in accordance with Recommended Baling and Burlapping Specifications as set forth in the current edition of the American Standard for Nursery Stock sponsored by the American Association of Nurserymen, Inc. No trees will be accepted when the burlap, twine, wire or ropes required to secure the root ball have been removed. Ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the upper one-half of the ball after the plant has been set. The balance of the wrappings may be left intact around the bottom of the ball. All balled and burlapped plants that cannot be planted immediately on delivery shall be set on the ground and the balls well covered with soil or other acceptable mulch material and shall be kept moist until planted.

Tree and shrub stock to be furnished Balled and Potted Stock (B&P) shall be plants, which have been dug from the growing site with the roots contained in a compact unbroken ball of earth and placed in a container. The size and shape of the earth ball shall conform to the approximate size and shape of the container and shall be placed in the container so that the plant root collar is approximately one (1) inch below the top of the container. Any voids shall be filled at potting time with native soil. The minimum ball size shall be equivalent to ball size for B&B stock. (For plants in plastic or metal containers, the container shall be removed before planting and properly disposed of at no additional cost to the City. For plants in biodegradable pots, the pot shall be slit vertically in at least 3 places prior to backfilling. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.)

Tree and shrub stock to be furnished Bare Root (BR) shall be dug with bare roots protected against drying out by use of moist sphagnum moss or other suitable material and covered with canvas or other suitable material in an approved manner.

Tree and shrub stock to be furnished Bare Root Potted (BRP) shall be bare root plants potted by the Contractor in a plantable fiber container of specified size and then placing and compacting the potting mixture backfill so that the root collar and backfill material are one (1) inch below the top of the container. The plants shall be potted prior to May 1<sup>st</sup> of the year they are to be planted. Only live, healthy, vigorously growing BRP plants will be accepted for planting.

Trees marked "POT" shall be pot grown with a well-established root system. Diameter spread determines standard inside diameter of pot in which they shall be grown for at least three (3) months prior to delivery.

All trees shall be handled so that the roots are adequately protected at all times. During shipment, all plants shall be properly protected by a tarpaulin or other suitable covering. No plant shall be so bound with rope or wire at any time as to damage the bark, break branches, or destroy its natural shape. All balled and burlapped plants which cannot be planted immediately on delivery shall be set on the ground and well-protected with soil or other acceptable material. Bare rooted plants shall be planted or heeled-in trenches immediately upon delivery. If heeled-in, all bundles of plants shall be opened and the plants separated before the roots are covered and care shall be taken to prevent air pockets among the roots. Until planted, all material shall be maintained.

Trees shall be marked for identification and for checking as designated on the plant list. Each bundle of plants and all separate plants shall have legible, waterproof labels securely attached thereto before delivery to the site.

Prior to any excavation, the Contractor shall notify Diggers Hotline at 1-800-242-8511 to determine the location of all electric, gas, water, sewer, oil and other utility lines, including tanks or other sub-surface encumbrances, and precautions shall be taken by the Contractor not to disturb or damage any utility lines. **In the event of a conflict of a utility with the planting, the Contractor shall promptly request, in writing, from the Engineer a revised location for plant material.**

## SECTION 209.4

## CONSTRUCTION METHODS.

### GENERAL

The spring planting season for all plants is as follows: BR plants shall be planted from the time the frost is out of the ground to bud break; B&B plants shall be planted from the time frost is out of the ground to June 1<sup>st</sup>; BRP shrubs may be planted from the time frost is out of the ground but prior to July 1<sup>st</sup>. The normal fall planting season for bulbs shall begin no earlier than October 15<sup>th</sup>. Fall evergreen planting shall be done between August 15<sup>th</sup> and September 15<sup>th</sup>. Unless otherwise approved, planting shall not be done where the ground is frozen or when soil is in an unsatisfactory condition for planting.

### DELIVERY AND TEMPORARY STORAGE

At least forty-eight (48) hours prior to each delivery of plant material to the potting, storing or project site, the Contractor shall notify the Engineer of delivery.

Insofar as practicable, plant stock shall be planted on the day of delivery at the project site. In the event this is not possible, the plant stock shall be temporarily stored by "heeling-in" or by placing in a well-ventilated, cool, moist storage place and shall be adequately protected against drying by the use of moist sphagnum moss, straw or other suitable covering around the roots of BR stock and balls of B&B stock.

Bare root plants, when "heeled-in", shall be placed in a spade depth trench, have their roots fully covered with damp topsoil and be protected from the sun and wind. When "heeled-in", all plants shall be properly cared for by the Contractor. Failure to protect stock shall be cause for rejection of plant material.

### LAYOUT OF PLANTING

The Engineer will designate the location of all trees with marker stakes or paint marks on the ground. **The Contractor will notify the Engineer 24 hour's minimum, as to the placement of trees.** The plant location and type will be staked as permanently as possible. The Contractor shall be responsible for maintaining these locations until planting occurs.

### EXCAVATION OF PLANT HOLES

The tree holes shall be centered at the location stake, unless otherwise permitted by the Engineer. Tree holes to be 3 times the ball/pot diameter.

The tree hole, except for Machine Transport (MT) stock, shall be excavated to the minimum dimensions shown on the plans or established by the Engineer, provided, however, that the plant hole shall be large enough to permit placing at least six (6) inches of backfill material around the root system of BR stock and the pots, balls or containers of BRP, B&B, B&P and CG stock. When a minimum size hole is excavated, the hole shall be excavated cylindrical in shape with vertical sides and a flat or saucer-shaped bottom.

Unless soil conditions make it impractical, planting holes for Machine Transport plants shall be done by the tree-moving machine and shall be approximately the same size and shape as the soil mass containing the root system of the machine moved plant. The plant shall be dug set to match existing grade, backfilled with screened topsoil and watered in to eliminate all voids.

The topsoil suitable for backfilling shall be kept separate from the excavated subsoil and sod.

When planting on a slope the minimum depth of the tree hole shall be measured from the downward side of the slope at the hole.

### PRUNING

Any trees or shrubs requiring pruning shall be pruned at the planting site as specified by the Engineer. Prior to planting, damaged or broken parts of the fleshy roots shall be cut off smoothly to a point where

they are clean and clear of rot, while preserving as much of the root system as possible. When/where specified or directed by the Engineer, for all BR, BRP, B&B, or spaded deciduous plant stock, pruning shall consist of removing only dead, damaged, or broken branching. Pruning shall be done so that the plant retains its natural form and leaving the central leader intact.

Except when heading back, all pruning cuts shall be made at the branch bark ridge and branch collar leaving both branch features intact without leaving stubs or damaging adjacent trunk or branch tissue. When heading back or reducing a branch back to another lateral branch, all pruning cuts shall be made by bisecting the angle between the branch bark ridge and an imaginary line which is perpendicular to the branch being removed. The branch bark ridge must be left intact without leaving a stub and without damaging adjacent branch tissue. Evergreen plants shall not be pruned except to remove dead, damaged, or broken branches. All pruning cuts shall comply with the ANSI A300 current edition. See Part VIII, Standard Plates 2.04 and 2.05 for Proper Pruning Cuts

### **ANTI-DESICCANT**

Anti-desiccant, when specified, shall be applied to evergreen plants prior to or at the time of planting and to BRP plants prior to shipment from the storage place. It shall be applied to plants to be transplanted prior to transplanting. The rate and method of application of the emulsion shall be according to the manufacturer's recommendations.

### **PLANTING**

All planting of BR, B&B, and CG stock. When a minimum size hole is excavated, the hole shall be excavated cylindrical in shape with vertical sides and a flat or saucer shaped bottom. Scarification of the excavated hole will be required to prevent glazing (as per planting detail).

Bare root plants shall have their roots spread into a natural position, free of bunching, kinking, or circling. All broken or damaged roots shall be cut back to the closest point where they are clean and free of rot. No other root pruning shall be done

For plants in plastic or metal containers, the container shall be removed before planting. For plants in biodegradable pots, the pot shall be slit vertically in at least 3 places prior to backfilling. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface. Ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the top one-half (1/2) of the ball after the plant has been set. The balance of the wrappings may be left intact around the bottom of the ball. For all plants moved with a tree spade, all holes and cavities between the ball and the surrounding soil shall be filled. Glazed planting hole surface shall be sufficiently roughened prior to backfilling. The ball shall be thoroughly watered at planting time.

Trees shall be set with the root flare at the finished grade (root flare shall be determined 1" above the upper-most woody support root). Trees must be centered in the hole and set plumb. Plants shall be set so that they will be at the same depth at the end of the guarantee period.

Planting holes shall be backfilled with excavated soil. Salvaged topsoil shall be placed in layers around the roots or ball. Frozen or muddy soil will not be acceptable suitable backfill material. Backfilling shall be carefully done in a manner that avoids injury to the roots or ball or disturbing the position of the plant. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and thoroughly watered. Puddled soil conditions shall be avoided.

Planting areas shall be finish-graded to conform to drawings after full settlement has occurred.

All trees shall be mulched over the root system with a 4-inch layer of shredded hardwood bark mulch immediately after planting. Mulching material shall be pulled back no less than 3" and no more than 6" from the trunk.

All twine rope, transit guards or wrappings, and plant labels secured around the trunk or branches shall be removed after the planting is completed.

### **PLANTING LARGE CALIPER TREE SPADE STOCK**

The grading of the tree pit shall form a saucer at least four (4) inches in depth. Care shall be taken when lowering and raising the tree ball into the hole by use of a sling and an appropriate device as agreed upon by the Engineer. When centering the tree in the hole, the tree trunk is not to be used as the lever device to move the ball; rather some other lever method must be used at the approval of the Engineer. The center of the tree shall be centered within the tree grate to + 1" from the true center of the tree grate to the center of the tree trunk at the finished sidewalk grade.

### **FERTILIZER**

When/where specified the Contractor shall furnish and place around trees one ounce (1 oz.) root contact packets, place after plant hole has been two-thirds (2/3) backfilled. Number of packets to place shall be as follows: 1 packet – bare root shrubs, 2 packets – bare root trees and balled and burlapped shrubs, 4 packets – B&B trees up to three (3) inch caliper, 6 packets – B&B trees three (3) inch caliper and larger. Trees shall not be routinely fertilized when planted. Fertilizers when/where specified shall be of the slow release type contained in polyethylene, perforated bags with micropore holes. Each bag shall contain a minimum of one (1) ounce of soluble fertilizer with an analysis of 16-8-16 per unit or approved equal. The minimum guaranteed analysis shall be total nitrogen 16%, 9% ammoniacal nitrogen, 7% nitrate nitrogen. Available phosphoric acid P2 O5 (from ammonium phosphate) 8%, soluble potash (from potassium chloride) 16%.

### **MULCHING**

After planting operations of either trees or shrubs have been completed, planted areas shall be entirely covered with a layer of mulch three (3-4) inches deep at the rate of nine (9) cubic yards per 1,000 square feet. Mulch shall not come in contact with the trunk.

Where trees are specified with protection, mulch shall be placed over base plate of the protective collar (209.5 e).

Mulch shall consist of shredded or ground hardwood bark or an equivalent material as approved by the Engineer and shall be free of objectionable foreign material. Contractor shall furnish a sample of the mulch that will be used. Where shrubs, native perennials or bulbs are installed in planting bed, to a depth of 3-4 inches, shredded or ground hardwood bark shall be used or product approved by the Engineer prior to installation.

### **WRAPPING**

Before trees are wrapped, the Engineer shall inspect the plant stock.

When specified to be wrapped, the trunks of trees shall be wrapped with wrapping material overlapping one and one-half inches, starting from the ground line to the lowest main branches. The wrapping shall be secured in at least three places with masking tape, including the top, middle and bottom. The wrapping shall be done as soon as practical after planting as specified by the Engineer.

### **PROTECTION**

When required, a protective material shall be applied to trees. This shall consist of one of the materials permitted under Subsection 209.5(e) applied or installed according to Special Provisions and Details. Protection, when/where specified, shall consist of galvanized hardware cloth, extruded aluminum mesh or a durable pre-formed plastic material. The hardware cloth or aluminum mesh, if used, shall have at least three meshes per linear inch and shall be used in conjunction with a steel rod having a minimum size of 3/8 x 48 inches. The plastic material shall be a durable, resilient, preformed plastic spiral acceptable to

the Engineer. Such material shall have a natural, earth-tone color. . The Contractor will be responsible for removing and disposing of the protection at the end of the guarantee period unless otherwise specified by the Engineer.

#### **DISPOSAL OF EXCESS AND WASTE MATERIAL**

All excess excavation, waste materials, or other debris shall be removed and disposed of by the Contractor and removed from site.

#### **WATERING EQUIPMENT**

The Contractor shall furnish and have available sufficient watering equipment, including tanks, pumps, hoses, root feeders and incidentals to fully perform all of the watering.

Water can be furnished to the Contractor, if needed, by the City of Madison Water Utility. It shall be the contractor's responsibility to contact the Madison Water Utility and inquire about rates and to arrange for connection to their facilities.

#### **SECTION 209.5      BACKFILL MATERIAL**

##### **TOPSOIL**

All plant holes shall be backfilled with excavated soil. Topsoil shall be salvaged from the planting site whenever suitable for reuse as determined by the Engineer. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. Remaining/additional soil to be installed to the top of the hole and watered. Puddled soil conditions shall be avoided. Additional topsoil shall be of a reasonably fine granulated texture suitable for the purpose and acceptable to the Engineer. Additional topsoil will be supplied by the Contractor as required at no additional cost to the City. Topsoil used as backfill material for plant material to be amended with an acrylamide copolymer soil amendment when/where specified as approved by the Engineer.

The sod from the plant hole excavation may not be used for backfill.

#### **SECTION 209.6      ACCEPTANCE AND GUARANTEE**

##### **ACCEPTANCE**

Upon completion of all required planting, an inspection of the work will be made by the Engineer. All plants which are dead or found not to be in a normal, healthy condition or do not conform to specifications, in the judgment of the Engineer will not be accepted. All rejected work shall be replaced by the Contractor, including removal and repair of all work affected by the replacement, at no cost to the City.

All replacement plantings are to be selected and tagged by the Engineer prior to being brought to the job site. It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any replacement plantings as to what they are to be planting and in what location.

Following the completion of the replacements, a re-inspection will be made prior to final acceptance by the Common Council. The Contractor shall guarantee the all trees under this contract for a period of two (2) years from the date of final acceptance by the Common Council.

##### **CARE**

The Contractor shall properly care for all plants from the time of planting until the Payment and Performance Bond are released.

**The Contractor shall properly care for all trees from the time of planting under this contract for a period of two (2) years from the date of final acceptance by the Common Council.**

Proper care of plants shall consist of doing such watering, weeding, cultivating, pruning, spraying, securing of braces and guys, wrapping, re-mulching and such other work as may be necessary to keep the plants in a neat appearance and in a healthy growing condition. Street trees shall be pruned by the City Forester. In addition to the watering required in Subsection 209.4(g), entitled Planting, additional watering may be ordered by the Engineer at any time, for the duration of the guarantee period. Should conditions require such watering, Contractor shall water within three (3) days of notification. The volume of each watering and intervals between watering shall depend upon weather conditions and soil moisture. Contractor shall monitor weather and soil condition of each planting.

Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor.

### **GUARANTEE**

At any time within the period of the guarantee, the Contractor shall replace any plant, which, for any reason, has died or is in a dying condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired. Replacement shall include removal and repair of all affected work. The decision of the City as to the necessity of replacing any plants shall be conclusive and binding on the Contractor. No more than two (2) replacements per plant shall be required after acceptance.

All replacement plantings are to be selected and tagged by the Engineer prior to being brought to the job site. It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any replacement plantings as to what they are to be planting and in what location.

Prior to the termination of the guarantee period, the Contractor shall request a final inspection by the City. All plants found unacceptable for reasons herein before stated shall be replaced at the first planting season and thereafter the responsibility for such plants or material shall lie with the City, no additional guarantee period will be required for these plantings.

Release of the payment and performance bond by the City shall not be made until after acceptance of the final guarantee replacement by the Contractor.

### **CONTRACT TIME**

Contract time will not be charged when making replacements, unless other contract operations are in progress during said period.

### **METHOD OF MEASUREMENT**

This work will 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**

The number of trees, furnished and planted, measured as provided above, will be paid for at the contract unit price each for Trees (Species and Size). 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, rodent protection, herbicides and anti-dessicant 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, except topsoil for use in planting, which will be paid for on a cubic yard basis.

## **BID ITEMS 90001-90025 – PLANTING OF TREES**

### **DESCRIPTION**

*All trees when possible shall be planted in the spring of 2014*

This contract calls for the planting of trees of the species and sizes as follows:

- Bid Item 90001 – Fall Fiesta Sugar Maple 2.0” Cal.**
- Bid Item 90002 – Fort McNair Red Horsechestnut 2.0” Cal.**
- Bid Item 90003 – Catalpa 2.0” Cal**
- Bid Item 90004 – Chicagoland Hackberry 2.0” Cal.**
- Bid Item 90005– Common Hackberry 2.0” Cal.**
- Bid Item 90006 – Autumn Gold Ginkgo 2.0” Cal.**
- Bid Item 90007 – Kentucky Coffeetree 2.0” Cal.**
- Bid Item 90008 – Prairie Titan Kentucky Coffeetree – 2.0” Cal.**
- Bid Item 90009 – Tuliptree 2.0” Cal.**
- Bid item 90010 – Canterbury Crabapple 1.5” Cal.**
- Bid Item 90011 – Royal Raindrops Crabapple 1.5” Cal.**
- Bid Item 90012 – Donald Wyman Crabapple 1.5” Cal.**
- Bid Item 90013 – London Planetree ‘Exclamation’ 2.0” Cal.**
- Bid Item 90014 – Sargent Cherry Pink Flair 1.5” Cal.**
- Bid Item 90015 – Autumn Blaze Pear 1.75” Cal.**
- Bid Item 90016 – Jack Pear 1.5” Cal.**
- Bid Item 90017 – Swamp White Oak 2.0” Cal.**
- Bid Item 90018 – Chinkapin Oak 2.0” Cal.**
- Bid Item 90019 – China Snow Pekin Crabapple**
- Bid Item 90020 – Japanese Ivory Silk Lilac 2.0” Cal.**
- Bid Item 90021 – American Sentry Linden 2.0” Cal.**
- Bid Item 90022 – Crimean Linden 2.0” Cal.**
- Bid Item 90023 – New Harmony American Elm 2.0” Cal**
- Bid Item 90024 – Jefferson American Elm 2.0” Cal.**
- Bid Item 90025 – New Horizon Elm 2.0” Cal.**

Work under these items shall be in accordance with Section 209 of the Standard Specifications. ***All trees, when shall be installed in the spring of 2014.***

## **MATERIALS**

Provide 110 trees of specific numbers, species, variety, size, color and other characteristics as shown in Attachment "A"- Street/Trees Location Sheet and Attachment "B" – Tree Schedule. No substitution of tree species, variety, and size is allowable unless prior written or verbal approval from the Engineer is obtained.

## **CONSTRUCTION**

Plant all trees in specified location with a timed-release fertilizer incorporated into the beds at the manufacturer's specified rate. Fertilizer shall comply with Section 209.5 of these Special Provisions.

Thoroughly water plants to eliminate all air pockets in the planting pit.

## **MEASUREMENT**

The Engineer will measure Trees (Species) (Root) (Size) by the unit in place and the quantity to be paid shall be the number of trees planted and accepted.

## **PAYMENT**

The Engineer will pay for measured quantities at the contract unit price under the following bid items:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
Bid Item 90001	Fall Fiesta Sugar Maple 2.0" Cal.	EA
Bid Item 90002	Fort McNair Red Horsechestnut 2.0" Cal.	EA
Bid Item 90003	Catalpa 2.0" Cal.	EA
Bid Item 90004	Chicagoland Hackberry 2.0" Cal.	EA
Bid Item 90005	Common Hackberry 2.0" Cal.	EA
Bid Item 90006	Autumn Gold Ginkgo 2.0" Cal.	EA
Bid Item 90007	Kentucky Coffeetree 2.0" Cal.	EA
Bid Item 90008	Prairie Titan Kentucky Coffeetree – 2.0" Cal.	EA
Bid Item 90009	Tuliptree 2.0" Cal.	EA
Bid item 90010	Canterbury Crabapple 1.5" Cal.	EA
Bid Item 90011	Royal Raindrops Crabapple 1.5" Cal.	EA
Bid Item 90012	Donald Wyman Crabapple 1.5" Cal.	EA
Bid Item 90013	Planetree 'Exclamation' 2.0" Cal.	EA
Bid Item 90014	Sargent Cherry Pink Flair 1.5" Cal.	EA
Bid Item 90015	Autumn Blaze Pear 1.75" Cal.	EA

Bid Item 90016	Jack Pear 1.5" Cal.	EA
Bid Item 90017	Swamp White Oak 2.0" Cal.	EA
Bid Item 90018	Chinkapin Oak 2.0" Cal.	EA
Bid Item 90019	China Snow Pekin Crabapple	EA
Bid Item 90020	Japanese Ivory Silk Lilac 2.0" Cal.	EA
Bid Item 90021	American Sentry Linden 2.0" Cal.	EA
Bid Item 90022	Crimean Linden 2.0" Cal.	EA
Bid Item 90023	New Harmony American Elm 2.0" Cal	EA
Bid Item 90024	Jefferson American Elm 2.0" Cal.	EA
Bid Item 90025	New Horizon Elm 2.0" Cal.	EA

Prices shall be payment in full for the following:

1. Furnishing trees,
2. Transporting trees,
3. Handling trees,
4. Pruning trees,
5. Place and/or replace tree,
6. All excavation of tree holes,
7. Furnishing and applying all required fertilizer,
8. (5) Individual Watering after planting, incidental to this contract,
9. Anti-desiccant spray,
10. Removal of excess and waste material,
11. Furnishing all labor, tools, equipment and incidentals to complete the work,
12. Weeding,
13. Tree Rap (Tree protection from rodents)
14. Mulch installation –from 3-4 inches of shredded hardwood,
15. Removal of existing trees to replace with a new tree , if applicable

See Attachment "B" – "Tree Schedule" for specific tree species, numbers, varieties, and planting conditions.

#### **BID ITEM 90026 – ADDITIONAL WATERING DURING PERIODS OF NO OR REDUCED RAINFALL**

##### **DESCRIPTION**

All newly planted trees may need additional weekly watering to reduce stress during periods of no or reduced rainfall. ***For purposes of this contract "Additional Watering During Periods of No or Reduced Rainfall" shall be defined as a period of two (2) weeks without 1/8" of measureable rainfall.*** The additional watering will be at the discretion of the Engineer. **The Contractor shall respond within twenty-four (24) for the request for "Additional Watering".** The volume of water will be enough to fill the root zone and soak down to a good depth. Care must be taken when watering as to not wash away mulch and topsoil. The Contractor must replace displaced mulch and topsoil immediately.

##### **CONSTRUCTION METHODS**

The additional watering will be at the discretion of the Engineer.

## **BASIS OF PAYMENT**

Payment is full compensation for watering "During Periods of No or Reduced Rainfall. Payment will be by unit price per Each (EA) occurrence.

## ATTACHMENT "A"

CONTRACT # 7272			
	STREET/TREES LOCATION SHEET		
1/24/2014			
STREET NAME	STREET LIMITS	TREE QUANTITIES	TREE SPECIES
Campus Drive	Highland Ave. to University Bay.	2	(1) Prairie Titan Kentucky Coffeetree & (1) American Sentry Linden
S. High Point Rd.	Stratton Way to Snowmist Trail	6	(3) Catalpa & (3) Planetree 'Exclamation'
Raymond Road	Reetz Rd. to Shafer Drive	1	(1) Pink Flair Cherry
Raymond Road	Shafer Drive to Westchester Rd.	1	(1) Pink Flair Cherry
Raymond Road	Huxley drive to Lewon Dr..	3	(1) Pink Flair Cherry, (1) Ft. McNair Horsechestnut and (1) Japanese Silk Tree Lilac
Raymond Road	Whitney Way to Leland Drive	1	(1) Jack Pear
Raymond Road	Westbrook Ln. to Frish Road	1	(1) Jack Pear
Raymond Road	Frish Rd. to McKenna Blvd..	1	(1) Japanese Ivory Silk Lilac
Raymond Road	McKenna Blvd. to Driveway	1	(1) London Planetree 'Exclamation'
Whitney Way	Flad Avenue to Barton Rd.	1	(1) China Snow Pekin Lilac
Whitney Way	Barton Rd. to Tolman Terrace	2	(2) China Snow Pekin Lilac
Whitney Way	Westbury Rd. to Piping Rock Rd.	1	1 Common Hackberry
Whitney Way	Sheboygan Ave. to Wynnwood Way	2	(2) Fall Fiesta Sugar Maple
Whitney Way	Wynnwood Way to Langlois Street	1	(1) Common Hackberry
Whitney Way	Marathon Drive to South Hill Drive	6	(2) Japanese Ivory Silk Lilac, (2) China Snow Pekin Crabapple, (2) Donald Wyman Crabapple
Whitney Way	Mineral Point Road to South Hill Drive	1	(1) Royal Raindrops Crabapple
Whitney Way	Mineral Point Road to Research Park	12	(4) Catalpa, (4) Autumn Gold Ginkgo, (2) New Harmony American Elm, and (2) Planetree 'Exclamation'
S. Park Street	Hughes Place to Bulck Street	1	(1) Japanese Ivory Silk Lilac
S. Park Street	North Street to Rail Road Tracks	2	(2) Chicagoland Hackberry
S. Park Street	Wingra Drive to Cedar Street	5	(2) Prairie Titan Kentucky Coffeetree, (2) Japanese Ivory Silk Lilac, and (1) Jefferson American Elm
S. Park Street	Cedar Street to Spruce Street	4	(2) Canterbury Crabapples & (2) Donald Wyman Crabapple
S. Park Street	Spruce Street to Olin Avenue	3	(3) Japanese Ivory Silk Lilacs
S. Park Street	Parr Street to Haywood Drive	2	(2) Japanese Ivory Silk Lilac
W. Washington Ave.	S. Park Street to Regent Street	2	(2) China Snow Pekin Lilac
John Nolen Drive	Broom Street to Convention Center	1	(1) Royal Raindrops Crabapple
John Nolen Drive	Olin Avenue to Lakeside Street	5	(1) Prairie Titan Kentucky Coffeetree, (2) London Planetree "Exclamation", (1) Royal Raindrops Crabapple, and (2) Common Hackberry
John Nolen Drive	Lakeside Street to North Shore Dr.	6	(2) London Planetree "Exclamation", (2) Common Hackberry, and (2) Autumn Gold Ginkgo
North Shore Drive	Bedford St. to John Nolen Dr.	3	(1) Catalpa, (1) Tuliptree, and (1) Japanese Ivory Silk Lilac
Cottage Grove Road	Acewood Blvd. Flora Lane	1	(1) Japanese Ivory Silk Lilacs
Cottage Grove Road	Inwood Way to Ellen Ave.	5	(1) Japanese Ivory Silk Lilacs, (1) Pink Flair Cherry, (1) Catalpa, and (2) China Snow Lilac
Cottage Grove Rd.	Ellen Avenue to Eldon Ct.	1	(1) Pink Flair Cherry
	Page Total	84	

ATTACHMENT "A"

[illegible]

ATTACHMENT " B "

[illegible]

ATTACHMENT " B "

[illegible]

## SECTION E: BIDDERS ACKNOWLEDGEMENT

### BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1 CONTRACT NO. 7272

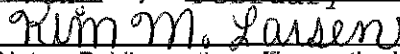
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2014 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of  
Dan Larsen Landscaping, Inc (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 \_\_\_\_\_; an individual trading as  
\_\_\_\_\_ of the City of \_\_\_\_\_ State  
of \_\_\_\_\_; that I have examined and carefully prepared this Proposal,  
from the plans and specifications and have checked the same in detail before submitting this  
Proposal; that I have fully authority to make such statements and submit this Proposal in (its,  
their) behalf; and that the said statements are true and correct.

  
SIGNATURE Dan Larsen

President  
TITLE, IF ANY

Sworn and subscribed to before me this  
17th day of February, 2014

  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 5/08/16

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

## SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

### BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1 CONTRACT NO. 7272

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

### Disclosure of Ownership

**Notice required under Section 15.04(1)(m), Wisconsin Statutes.** The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

#### Other Construction Business

Not Applicable ☒

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

Kim Larsen, VP

Signature of Authorized Officer

*Kim Larsen, VP*

Date Signed

2/17/14

Name of Corporation, Partnership or Sole Proprietorship

Dan Larsen Landscaping, Inc.

Street Address or P O Box

289 Huntington Drive

City

Cedarburg

State

Wis

Zip Code

53012

If you have any questions call (608) 266-0028

ERD-7777-E (R. 09/2003)

**BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1**  
**CONTRACT NO. 7272**

**Best Value Contracting**

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

Landscape laborers

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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.

90001 Fall Fiesta Sugar Maple	2 EA	204	408
90002 Fort McNair Red Horsechestnut	1 EA	292	292
90003 Catalpa	11 EA	252	2772
90004 Chicagoland Hackberry	2 EA	232	464
90005 Common Hackberry	6 EA	229	1374
90006 Autumn Gold Ginkgo	6 EA	379	2274
90007 Kentucky Coffeetree	2 EA	232	464
90008 Prairie Titan Kentucky Coffeetree	4 EA	322	1288
90009 Tuliptree	2 EA	249	498
90010 Canterbury Crabapple	4 EA	229	916
90011 Royal Raindrops Crabapple	2 EA	179	358
90012 Donald Wyman Crabapple	8 EA	182	1456
90013 London Planetree 'Exclamation'	10 EA	282	2820
90014 Sargent Cherry Pink Flair	6 EA	239	1434
90015 Autumn Blaze Pear	2 EA	199	199
90016 Jack Pear	2 EA	229	458
90017 Swamp White Oak	1 EA	272	272
90018 Chinkapin Oak	2 EA	272	544
90019 China Snow Pekin Lilac	10 EA	219	2190
90020 Japanese Ivory Silk Tree Lilac	18 EA	229	4122
90021 American Sentry Linden	1 EA	209	209
90022 Crimean Linden	2 EA	222	444
90023 New Harmony American Elm	3 EA	239	717
90024 Jefferson American Elm	2 EA	239	478
90025 New Horizon Elm	1 EA	239	239
90026 Additional Watering During Periods of No or Reduced Rainfall	2 EA	500	1000
<b>Total</b>			27,690

27,889  
AMB

## SECTION H: AGREEMENT

THIS AGREEMENT made this 19 day of March in the year Two Thousand and Fourteen between **DAN LARSEN LANDSCAPING, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MARCH 18, 2014**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

### **BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1 CONTRACT NO. 7272**

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 **TWENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-NINE (\$27,889.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

**General and Authorization.** The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

"Public Works" shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

"Building or work" includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

"Erection, construction, remodeling, repairing" means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

**Establishment of Wage Rates.** The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

**Workforce Profile.** The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

**Payrolls and Records.** The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

**Hourly contributions.** Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

**Apprentices and Subjourney persons.** Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

**Straight Time Wages.** The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

**Overtime Wages.** The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

**Posting of Wage Rates and Hours.** A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

**Evidence of Compliance by Contractor.** Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Evidence of Compliance by Agent and Subcontractor.** Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Failure to Comply with the Prevailing Wage Rate.** If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract.

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

## Articles of Agreement

### Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

### Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

**BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1  
CONTRACT NO. 7272**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

Kim Larsen 3/19/14  
Witness Date

[Signature] 3/19/14  
Witness Date

DAN LARSEN LANDSCAPING, INC

Company Name

[Signature] 3/19/14  
President Date

Kim Larsen 3/19/14  
Secretary Date

CITY OF MADISON, WISCONSIN

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

[Signature]  
Finance Director

Signed this 8th day of May

[Signature]  
Witness

[Signature]  
Witness

Approved as to form:

[Signature]  
City Attorney

[Signature] 5/8/14  
Mayor Date

Maibeth Witzel-Behl 4/2/2014  
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND 71521198

KNOW ALL MEN BY THESE PRESENTS, that we DAN LARSEN LANDSCAPING, INC. as principal, and Western Surety Company as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-NINE (\$27,889.00) 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:

**BOULEVARD/ROW LANDSCAPING - 2013 - PHASE 1**  
**CONTRACT NO. 7272**

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 19<sup>th</sup> day of March 2014

Countersigned:

DAN LARSEN LANDSCAPING, INC

Company Name (Principal)

0 - 2

President

Seal

Witness

Jeffery C. Quade  
Jeffery C. Quade

Secretary

Kim Larsen

Approved as to form:

Western Surety Company  
Surety

☐ Salary Employee

☒ Commission

By

Attorney-in-Fact

Robert L. Sams

Robert L. Sams

City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 646695 for the year 20 14, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

Date

3/19/14

Agent Signature

Robert L. Sams



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71521198

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint ROBERT L. SAMSE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Dan Larsen Landscaping, Inc.

Obligee: City of Madison

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 21, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 19th day of March, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 19th day of March, in the year 2014, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of March, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

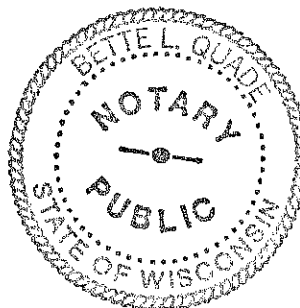
STATE OF Wisconsin } **ACKNOWLEDGMENT OF SURETY**  
COUNTY OF Ozaukee } **(Attorney-in-Fact)** Bond No. 71521198  
ss

On this 19th day of March, 2014, before me, a notary public in  
and for said County, personally appeared ROBERT L. SAMSE  
to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY  
COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the  
State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of  
Directors and that the said ROBERT L. SAMSE  
acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said  
instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at \_\_\_\_\_  
Cedarburg, Wisconsin, the day and year last above written.

My commission expires  
December 13, 2015

Bette L. Quade  
Notary Public



## **SECTION J: PREVAILING WAGE RATES**

NOT APPLICABLE