

Contract Routing Form

printed on: 04/08/2020

ROUTING: Routine

Contract between: Good Oak LLC  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: 2020 Greenway Restoration

Contract No.: 8542  
Enactment No.: RES-20-00189  
Dollar Amount: 123,317.20

File No.: 59568  
Enactment Date: 03/20/2020

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-9-2020	4-9-2020
Director of Civil Rights	4-10-2020	4-10-2020
Risk Manager	4/13/2020	4/13/2020
Finance Director	4/13/2020	
City Attorney	4/15/2020	4/17/2020 [Signature]
Mayor	4/20/2020	4/21/2020

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

Original + 2 Copies

04/08/2020 15:59:47 enjls - Maddie Dumas 266-9525

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



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Legislation Details (With Text)

**File #:** 59568      **Version:** 1      **Name:** Awarding Public Works Contract No. 8542, 2020 Greenway Restoration.

**Type:** Resolution      **Status:** Passed

**File created:** 2/12/2020      **In control:** Engineering Division

**On agenda:** 3/17/2020      **Final action:** 3/17/2020

**Enactment date:** 3/20/2020      **Enactment #:** RES-20-00189

**Title:** Awarding Public Works Contract No. 8542, 2020 Greenway Restoration. (9th, 11th,15th,17th and 19th ADs)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 8542.pdf, 2. Contract 8542.pdf

Date	Ver.	Action By	Action	Result
3/17/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
3/4/2020	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
2/19/2020	1	BOARD OF PUBLIC WORKS		
2/12/2020	1	Engineering Division	Refer	

The proposed resolution authorizes awarding a construction contract for miscellaneous improvements associated with the 2020 Greenway Restoration to Good Oak LLC for a total of \$133,180, contingency included. Sufficient budget authority for the proposed contract is included in the following MUNIS accounts. No additional City appropriation is required.

10985-84-174 54250: \$42,490

11399-84-174 54250: \$37,120

12481-84-174 54250: \$21,970

10314-84-174 84400: \$12,580

11094-84-174 54250: \$19,020

Awarding Public Works Contract No. 8542, 2020 Greenway Restoration. (9th, 11th,15th,17th and 19th ADs) 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 bidder 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.

enssd

Digitally signed by enssd  
DN: cn=enssd,  
email=sdanner@cityofmadison.com  
Date: 2020.04.08 15:52:44 -0500

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8542  
2020 GREENWAY RESTORATION

GOOD OAK LLC

\$123,317.20

Acct. No. 10985-84-174:54250 (98852)	\$39,339.85
Contingency 8%±	<u>3,150.15</u>
	\$42,490.00
Acct. No. 11399-84-174:54250 (98852)	\$34,373.85
Contingency 8%±	<u>2,746.15</u>
Sub-Total	\$37,120.00
Acct. No. 12481-84-174:54250 (98852)	\$20,345.75
Contingency 8%±	<u>1,624.25</u>
Sub-Total	\$21,970.00
Acct. No. 10314-84-174:84400(98852)	\$11,649.95
Contingency 8%±	<u>930.05</u>
Sub-Total	\$12,580.00
Acct. No. 11094-84-174:54250 (98852)	\$17,607.80
Contingency 8%±	<u>1,412.20</u>
Sub-Total	\$19,020.00
GRAND TOTAL	<u>\$133,180.00</u>

Jurisdiction: Wisconsin

### Demographics

<b>Company Name:</b> American Southern Insurance Company	<b>NAIC CoCode:</b> 10235	<b>Short Name:</b>
<b>SBS Company Number:</b> 54218009	<b>State of Domicile:</b> Kansas	<b>FEIN:</b> 58-8016195
<b>Domicile Type:</b> Foreign	<b>Organization Type:</b> Stock	<b>Country of Domicile:</b> United States
<b>NAIC Group Number:</b> 587 - ATLANTIC AMER GRP		<b>Date of Incorporation:</b> 12/13/1936
<b>Merger Flag:</b> No		

### Address

<b>Business Address</b> 3715 NORTHSIDE PKWY ATLANTA, GA 30327-2806 United States	<b>Mailing Address</b> PO BOX 723030 ATLANTA, GA 31139-0030 United States	<b>Statutory Home Office Address</b> 2900 SW WANAMAKER DR STE 204 TOPEKA, KS 66614 United States	<b>Main Administrative Office Address</b> 3715 NORTHSIDE PKWY ATLANTA, GA 30327 United States
---	--	--	--

### Phone, Email, Website

<b>Phone</b>		<b>Email</b>		<b>Website</b>
<b>Type</b>	<b>Number</b>	<b>Type</b>	<b>E-mail</b>	No results found.
Toll Free Phone	(800) 241-1172	Mailing Email	GAILL@AMSOU.COM	
Mailing Fax Phone	(404) 266-8327	Statutory Home Office Email	SOP@CSCINFO.COM	
Business Primary Phone	(404) 266-9599	Main Admin Office Email	SOP@CSCINFO.COM	

### Company Type

<b>Company Type:</b> Property and Casualty	<b>Status Reason:</b>	<b>Status Date:</b> 02/29/1988
<b>Status:</b> Active	<b>Legacy State ID:</b> 110075	<b>Expiration Date:</b>
<b>Effective Date:</b> 10/27/2009	<b>Approval Date:</b>	<b>File Date:</b>
<b>Issue Date:</b> 02/29/1988	<b>Article No:</b>	<b>COA Number:</b>
<b>Articles of Incorporation Received:</b> No		

### Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DAVID BRETT	4457808	4457808	Intermediary (Agent) Individual	Property	04/06/2011	01/10/2020	03/15/2021
GEORGE MCNALLY	8217157	8217157	Intermediary (Agent) Individual	Property	12/03/2013	01/10/2020	03/15/2021
CHRISTOPHER MCGOVERN	1965601	1965601	Intermediary (Agent) Individual	Property	05/08/2007	01/10/2020	03/15/2021
DAVID BRETT	4457808	4457808	Intermediary (Agent) Individual	Casualty	04/06/2011	01/10/2020	03/15/2021
GEORGE MCNALLY	8217157	8217157	Intermediary (Agent) Individual	Casualty	12/03/2013	01/10/2020	03/15/2021
CHRISTOPHER MCGOVERN	1965601	1965601	Intermediary (Agent) Individual	Casualty	05/08/2007	01/10/2020	03/15/2021

### Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	02/29/1988
Automobile	Automobile	02/29/1988
Disability Insurance	Disability Insurance	10/27/2009
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	02/29/1988
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	02/29/1988
Surety Insurance	Surety Insurance	07/23/2007

### Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process					Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

### Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	American Southern Insurance Company	

[Sign In](#)

[Legislative Information Center Home](#)   
 [Legislation](#)   
 [Meetings](#)   
 [Common Council](#)  
[Boards, Commissions and Committees](#)   
 [Members](#)



[Details](#)    [Reports](#)

**File #:** 59568    **Version:** 1    **Name:** Awarding Public Works Contract No. 8542, 2020 Greenway Restoration.  
**Type:** Resolution    **Status:** Passed  
**File created:** 2/12/2020    **In control:** Engineering Division  
**On agenda:** 3/17/2020    **Final action:** 3/17/2020  
**Enactment date:** 3/20/2020    **Enactment #:** RES-20-00189  
**Title:** Awarding Public Works Contract No. 8542, 2020 Greenway Restoration. (9th, 11th, 15th, 17th and 19th ADs)  
**Sponsors:** BOARD OF PUBLIC WORKS  
**Attachments:** 1. [8542.pdf](#), 2. [Contract 8542.pdf](#)

[History \(4\)](#)    [Text](#)

4 records <a href="#">Group</a> <a href="#">Export</a>						
Date	Ver.	Action By	Action	Result	Action Details	Watch
3/17/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	<a href="#">Action details</a>	Not available
3/4/2020	1	BOARD OF PUBLIC WORKS			Not available	Not available
2/19/2020	1	BOARD OF PUBLIC WORKS			Not available	Not available
2/12/2020	1	Engineering Division	Refer		<a href="#">Action details</a>	Not available

\$123,317.20  
CONTRACTOR'S OFFICE COPY

BID OF GOOD OAK LLC

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2020 GREENWAY RESTORATION

CONTRACT NO. 8542

PROJECT NO. 10314, 10985, 11094, 11399, 12418

MUNIS NO. 10314, 10985, 11094, 11399, 1241

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 17, 2020

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**2020 GREENWAY RESTORATION  
CONTRACT NO. 8542**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1  
SECTION B: PROPOSAL SECTION.....B-1  
SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1  
SECTION D: SPECIAL PROVISIONS..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1  
SECTION F: BEST VALUE CONTRACTING .....F-1  
SECTION G: BID BOND..... G-1  
SECTION H: AGREEMENT..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

This Proposal, and Agreement have  
been prepared by:

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



---

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

RFP: scs



## 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:	2020 GREENWAY RESTORATION
CONTRACT NO.:	8542
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	2-7-2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2-6-2020
BID SUBMISSION (2:00 P.M.)	2-13-2020
BID OPEN (2:30 P.M.)	2-13-2020
PUBLISHED IN WSJ	1-30-2020 & 2-6-2020

SBE PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 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). of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

**Building Demolition**

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

**Street, Utility and Site Construction**

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

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

**Bridge Construction**

- 501  Bridge Construction and/or Repair

**Building Construction**

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

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

**State of Wisconsin Certifications**

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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



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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### 2020 GREENWAY RESTORATION CONTRACT NO. 8542

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

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

#### SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### SECTION 102.1 PREQUALIFICATION OF BIDDERS

The winning bidder for this contract shall be prequalified in Category 246, Ecological Restoration. Prequalification in Categories 245, Landscaping Maintenance or 247, Landscaping, Site and Street will not be acceptable.

#### SECTION 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to provide, install, and maintain trees and shrubs at five, recently reconstructed greenway and pond sites. This contract also defines two years of extended maintenance required at each site, including but not limited to, maintenance of the vegetation planted through this contract, and maintenance of vegetation (seed) applied at the completion of grading.

#### SECTION 104.1 LANDS FOR WORK

This project occurs at five separate sites, located on both the east and west sides of Madison.

- **Tree Lane:** 7931 Tree Lane, East Mendota – Pheasant Branch Greenway, South Tree Lane Section
- **Nautilus Pond:** 321 Nautilus Drive: Nautilus Drive Pond and Mendota-Spring Harbor, Mineral Point Section
- **Waite Circle:** Southwest Bike Path Crossing, located immediately south of the east terminus of Waite Circle
- **Jacobson-Furey Pond:** 513 Jacobson Avenue
- **Portage Road:** 4603 Di Loreto Avenue/4199 Portage Road: storm outfall at the northeast corner of the Portage/Hayes intersection

#### SECTION 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on conditions encountered in the field, and availability of tree and shrub stock. If the actual quantities vary from the plan quantity by more than allowed in Section 104.4 of the Standard Specifications for Public Works Construction (Standard Specifications), no additional compensation shall be given for increasing or decreasing quantities.

The bid prices for this item shall remain per the bid documents regardless of the percentage changes.

**SECTION 105.12****COOPERATION OF THE CONTRACTOR**

This contract requires the Contractor provide and install trees and shrubs, as well as install trees and shrubs provided by the City. When stock is provided by the City, the City will notify the Contractor a minimum of 48 hours prior to supply of the trees and shrubs. Following transfer from City to Contractor, the Contractor shall have 2 weeks to plant the provided stock.

If the trees and shrubs cannot be planted in that timeframe, the Contractor shall submit for approval, a plan to maintain the health of the provided stock.

**SECTION 107.2****PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall take extreme care to protect fencing, landscaping, and any structures located near all property boundaries. If, at any time, the Contractor is unsure of the limits of City property, the Project Manager shall be notified and property boundaries will be staked by Engineering.

If site access or activities results in significant rutting, the Contractor shall repair and restore the ruts at no cost to the City.

**SECTION 107.7****MAINTENANCE OF TRAFFIC**

The Contractor shall not block or disrupt traffic at any of the sites, including the Southwest Bike Path.

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

The Contractor shall begin work on this project on **March 23, 2020**, weather permitting. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the contract must be fully executed and the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091).

The time of completion shall be **December 31, 2021**.

The Contractor shall limit the workdays from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless approved by the Engineer in writing and no work shall be performed on holidays.

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

The Contractor shall be familiar with Section 209 of the Standard Specifications for Public Works Construction. All provisions of this section apply to this contract. The Contractor shall complete all work in accordance with this section, and all other applicable sections of the Standard Specifications.

**BID ITEM 90100-90115:****TL-SUPPLY AND INSTALL SPECIFIED PLANT STOCK (TREE LANE)****DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and install the plant stock specified in each, individual bid item. Individual plants shall be of the size and species identified in the bid item. If available stock is limited, the Contractor may propose alternatives. Alternatives shall be approved by the Project Manager, in writing, prior to installation.

Prior to installation, the Contractor shall stake the locations for each, individual plant. The locations shall be approved by the Project Manager prior to installation. The Project Manager will review and comment or approve staked locations within three working days of notification from the Contractor.

Plants specified in these bid items may be either bare root, container or ball and burlap.

All work, including stock provision, handling, placement, care, and warranty shall be completed in accordance with Article 209 of the Standard Specifications.

Preparing the ground for planting shall be included in bid items 90100 through 90115. This includes, but is not limited to, removing woody debris, treating weeds, and cutting through existing erosion control matting. If trees and shrubs are being installed in areas receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the plant.

All plants shall be watered the day of installation.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

#### **METHOD OF MEASUREMENT**

TL-Supply and Install Specified Plant Stock (Tree Lane) bid items shall be measured by Each plant supplied and acceptably placed.

#### **BASIS OF PAYMENT**

TL-Supply and Install Specified Plant Stock (Tree Lane) bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

#### **BID ITEM 90116-90120: TL-INSTALL SPECIFIED PLANT STOCK (TREE LANE)**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to install the plant stock specified in each, individual bid item. The plants themselves shall be provided by the City. The City will notify the Contractor a minimum of 48 hours prior to supply of plant stock. Following transfer from City to Contractor, the Contractor shall have 2 weeks to plant the provided stock. If the trees and shrubs cannot be planted in that timeframe, the Contractor shall submit for approval, a plan to maintain the health of the provided stock.

Prior to installation, the Contractor shall submit a general layout for the installation. Individual locations do not need to be staked. The Project Manager shall approve, in writing, the proposed plan prior to installation.

All work, including stock provision, handling, placement, and care shall be in accordance with Article 209 of the Standard Specifications. The warranty specified in Section 209 does not apply to these bid items. The warranty for bare root stock provided by the City shall be 50% survival rate. If the survival rate falls below 50%, the Contractor shall replace 50% of the failed plants.

Preparing the ground for planting shall be included in bid items 90116 through 90120. This includes, but is not limited to, removing woody debris, treating weeds, and cutting through existing erosion control matting. If trees and shrubs are being installed in areas receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the plant.

All plants shall be watered the day of installation.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

#### **METHOD OF MEASUREMENT**

TL-Install Specified Plant Stock (Tree Lane) bid items shall be measured by Each plant acceptably placed.

## **BASIS OF PAYMENT**

TL-Install Specified Plant Stock (Tree Lane) bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

### **BID ITEM 90200: DROUGHT WATERING – TREE LANE**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide drought watering as specified in Section 209.5(j) of the Standard Specifications. Drought watering only applies to plants installed via this contract, and is not applicable to the overall site seeding.

The Contractor shall notify the Project Manger prior to and immediately following drought watering events.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

#### **METHOD OF MEASUREMENT**

Drought Watering – Tree Lane shall be measured by Each watering event completed by the Contractor.

#### **BASIS OF PAYMENT**

Drought Watering – Tree Lane shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

### **BID ITEM 90201 & 90202: VEGETATION MAINTENANCE 2020 & 2021 – TREE LANE**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to maintain vegetation at the Tree Lane site for the 2020 growing season. The growing season is defined as the time beginning in 2020 when the frost is out of the ground, until the ground is frozen.

This bid item includes maintaining vegetation installed via this contract, as well as maintaining the establishing seed that was planted following site grading in 2019. The intent of this bid item is to control the majority of unwanted species, allowing the seed placed in 2019 the opportunity to propagate and out-compete the weed seed bank. It is not the intent of this bid item to remove every weed on site. Invasive species to be targeted are included as an attachment to these Special Provisions.

Following construction in 2019, the Tree Lane site was seeded with Slope Stabilization Seed Mix. The mix is defined in bid item 90203.

Restoration plantings require a minimum of two mowings during the first two growing seasons. Mows should be timed for when vegetation reaches a height of 10 - 12" and should take the vegetation down to 4 – 6". Mows should be timed to occur between May 1 and July 31 before weeds set seeds. IF NECESSARY, ENGINEERING MAY REQUEST A THIRD MOW.

Patches of invasive plants not controlled through mowing may require string trimming, hand pulling, or herbicide treatment. The Contractor shall be responsible for determining the necessity, extent, and timing of these control measures. Herbicide use, spot trimming, and hand pulling shall be completed in a manner that minimizes damage to adjacent plants.

If herbicide is determined to be necessary, the Contractor shall coordinate its use with the Project Manager and shall receive approval for herbicide type, application rate, and target species. Herbicide shall not be applied prior to approval.

All plant material shall be inspected to determine the need for pruning. All pruning shall be completed at the appropriate time for each species and shall include shrubs and tree species. All plant material shall be pruned in order to stimulate tight, natural growth. Pruning should develop the natural form of each individual plant. In general, tools to be used should conform to accepted horticultural practices. All pruning shall leave the central leader intact.

All pruning cuts shall comply with the ANSI A300 current edition; see Part VII, Standard Plates 2.04 and 2.05 for Proper Pruning Cut. If specified by the Project Manager, the Contractor shall prune trees and raise the canopy.

All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the Project Manager to determine course of action. The remediation work shall be done on a time and materials basis upon approval of the Project Manager.

The Contractor shall submit a brief summary of work completed following each maintenance visit. This summary shall include a description of the work completed, before and after photographs, and an herbicide report including quantity used, dates of application, and location of use. The report shall be submitted to the Project Manager within one week of each maintenance visit.

**METHOD OF MEASUREMENT**

Vegetation Maintenance 2020 & 2021 – Tree Lane bid items shall be measured as a Lump Sum for all vegetation maintenance activities completed during the 2020 and 2021 growing season, property reported, and approved by the Project Manager.

**BASIS OF PAYMENT**

Vegetation Maintenance 2020 & 2021 – Tree Lane bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90203: INFILL SEEDING SLOPE STABILIZATION MIX – TREE LANE**

**DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and place Slope Stabilization Seed Mix for infill seeding at the Tree Lane site.

This mix was used following grading activities in 2019. The mix is available from Agrecol in Evansville, Wisconsin (608-223-3571).

Seed shall be placed over existing erosion control matting and shall be placed on an as-needed basis as determined by the Contractor and Project Manager.

<b>SLOPE STABILIZATION MIX (AGRECOL)</b>		
<b>WILDFLOWERS</b>	<b>COMMON NAMES</b>	<b>OZ./ACRE</b>
Asclepias tuberosa	Butterfly Weed	2.00
Aster novae-angliae	New England Aster	0.50
Chamaecrista fasciculata	Partridge Pea	8.00
Coreopsis lanceolata	Lance-Leaf (Sand) Coreopsis	2.00
Dalea purpurea	Purple Prairie Clover	4.00
Echinacea purpurea	Purple Coneflower	8.00
Heliopsis helianthoides	Early Sunflower	6.00
Liatris pycnostachya	Prairie Blazing Star	2.00
Monarda fistulosa	Wild Bergamont	1.00
Penstemon digitalis	Foxglove Beard Tongue	0.50

Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Solidago rigida	Stiff Goldenrod	1.00
Tradescantia ohiensis	Ohio Spiderwort	4.00
Zizia aurea	Golden Alexanders	2.00
	<b>WILDFLOWERS TOTAL</b>	<b>48.00</b>
<b>GRASSES, SEDGES &amp; RUSHES</b>	<b>COMMON NAME</b>	<b>OZ/ACRE</b>
Andropogon gerardii	Big Bluestem	8.00
Bouteloua curtipendula	Side Oats Grama	32.00
Elymus canadensis	Canada Wild Rye	16.00
Elymus trachycaulus	Slender Wheatgrass	32.00
Elymus virginicus	Virginia Wild Rye	20.00
Panicum virgatum	Switchgrass	12.00
Schizachyrium scoparium	Little Bluestem	16.00
Sorghastrum nutans	Indian Grass	20.00
	<b>GRASSES, SEDGES &amp; RUSHES TOTAL</b>	<b>156</b>
	<b>SEED MIX TOTALS</b>	<b>204.00</b>

#### METHOD OF MEASUREMENT

Infill Seeding Slope Stabilization Mix – Tree Lane shall be measured by Square Yard of seed supplied and placed in the field. The Contractor and Project Manager shall agree on a square yardage of seeded area. This may be determined by field measurement, or by measuring plan area on appropriate drawings.

#### BASIS OF PAYMENT

Infill Seeding Slope Stabilization Mix – Tree Lane shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

#### **BID ITEM 90121-90134: NP-SUPPLY AND INSTALL SPECIFIED PLANT STOCK (NAUTILUS POND)**

#### DESCRIPTION

This item includes all work, equipment, materials, and incidentals necessary to provide and install the plant stock specified in each, individual bid item. Individual plants shall be of the size and species identified in the bid item. If available stock is limited, the Contractor may propose alternatives. Alternatives shall be approved by the Project Manager, in writing, prior to installation.

Prior to installation, the Contractor shall stake the locations for each, individual plant. The locations shall be approved by the Project Manager prior to installation. The Project Manager will review and comment or approve staked locations within three working days of notification from the Contractor.

Plants specified in these bid items may be either bare root, container, or ball and burlap.

All work, including stock provision, handling, placement, care, and warranty shall be completed in accordance with Article 209 of the Standard Specifications.

Preparing the ground for planting shall be included in bid items 90121 through 90134. This includes, but is not limited to, removing woody debris, treating weeds, and cutting through existing erosion control

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

All plants shall be watered the day of installation.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

#### **METHOD OF MEASUREMENT**

NP-Supply and Install Specified Plant Stock (Nautilus Pond) bid items shall be measured by Each plant supplied and acceptably placed.

#### **BASIS OF PAYMENT**

NP-Supply and Install Specified Plant Stock (Nautilus Pond) bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

#### **BID ITEM 90204: DROUGHT WATERING – NAUTILUS POND**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide drought watering as specified in Section 209.5(j) of the Standard Specifications. Drought watering only applies to plants installed via this contract, and is not applicable to the overall site seeding.

The Contractor shall notify the Project Manger prior to and immediately following drought watering events.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

#### **METHOD OF MEASUREMENT**

Drought Watering – Nautilus Pond shall be measured by Each watering event completed by the Contractor.

#### **BASIS OF PAYMENT**

Drought Watering – Nautilus Pond shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

#### **BID ITEM 90205 & 90206: VEGETATION MAINTENANCE 2020 & 2021 – NAUTILUS POND**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to maintain vegetation at the Nautilus Pond site for the 2020 growing season. The growing season is defined as the time beginning in 2020 when the frost is out of the ground, until the ground is frozen.

This bid item includes maintaining vegetation installed via this contract, as well as maintaining the establishing seed that was planted following site grading in 2019. The intent of this bid item is to control the majority of unwanted species, allowing the seed placed in 2019 the opportunity to propagate and out-compete the weed seed bank. It is not the intent of this bid item to remove every weed on site. Invasive species to be targeted are included as an attachment to these Special Provisions.

Following construction in 2019, the Nautilus Pond site was seeded with Common Aggressive Seed Mix. The mix is defined in bid item 90207.



Restoration plantings require a minimum of two mowings during the first two growing seasons. Mows should be timed for when vegetation reaches a height of 10 - 12" and should take the vegetation down to 4 – 6". Mows should be timed to occur between May 1 and July 31 before weeds set seeds. IF NECESSARY, ENGINEERING MAY REQUEST A THIRD MOW.

Patches of invasive plants not controlled through mowing may require string trimming, hand pulling, or herbicide treatment. The Contractor shall be responsible for determining the necessity, extent, and timing of these control measures. Herbicide use, spot trimming, and hand pulling shall be completed in a manner that minimizes damage to adjacent plants.

If herbicide is determined to be necessary, the Contractor shall coordinate its use with the Project Manager and shall receive approval for herbicide type, application rate, and target species. Herbicide shall not be applied prior to approval.

All plant material shall be inspected to determine the need for pruning. All pruning shall be completed at the appropriate time for each species and shall include shrubs and tree species. All plant material shall be pruned in order to stimulate tight, natural growth. Pruning should develop the natural form of each individual plant. In general, tools to be used should conform to accepted horticultural practices. All pruning shall leave the central leader intact.

All pruning cuts shall comply with the ANSI A300 current edition; see Part VII, Standard Plates 2.04 and 2.05 for Proper Pruning Cut. If specified by the Project Manager, the Contractor shall prune trees and raise the canopy.

All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the Project Manager to determine course of action. The remediation work shall be done on a time and materials basis upon approval of the Project Manager.

The Contractor shall submit a brief summary of work completed following each maintenance visit. This summary shall include a description of the work completed, before and after photographs, and an herbicide report including quantity used, dates of application, and location of use. The report shall be submitted to the Project Manager within one week of each maintenance visit.

#### **METHOD OF MEASUREMENT**

Vegetation Maintenance 2020 & 2021 – Nautilus Pond bid items shall be measured as a Lump Sum for all vegetation maintenance activities completed during the 2020 and 2021 growing season, property reported, and approved by the Project Manager.

#### **BASIS OF PAYMENT**

Vegetation Maintenance 2020 & 2021 – Nautilus Pond shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

#### **BID ITEM 90207: INFILL SEEDING COMMON AGGRESSIVE MIX – NAUTILUS POND**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and place Common Aggressive Seed Mix for infill seeding at the Nautilus Pond site.

This mix was used following grading activities in 2019. The mix is available from Agrecol in Evansville, Wisconsin (608-223-3571).

Seed shall be placed over existing erosion control matting and shall be placed on an as-needed basis as determined by the Contractor and Project Manager.

<b>COMMON AGGRESSIVE MIX W-M (45102)</b>		
<b>WILDFLOWERS</b>	<b>COMMON NAMES</b>	<b>OZ./ACRE</b>
Heliopsis helianthoides	Early Sunflower	8.00
Achillea millefolium	Native Yarrow	2.00
Agastache scrophulariaefolia	Purple Giant Hyssop	1.00
Allium cernuum	Nodding Onion	3.00
Cassia hebecarpa	Wild Senna	12.00
Monarda Fistulosa	Wild Bergamot	2.00
Napaea dioica	Glade Mallow	8.00
Oenothera biennis	Common Evening Primrose	4.00
Helenium autumnale	Sneezeweed	1.00
Echinacea purpurea	Purple Coneflower	5.00
Rudbeckia hirta	Black-Eyed Susan	6.00
Silphium perfoliatum	Cup Plant	5.00
Solidago ohioensis	Ohio Goldenrod	3.00
Vernonia fasciculata	Ironweed	1.00
Verbena hastata	Blue Vervain	4.00
Asclepias incarnata	Marsh (Red) Milkweed	1.00
Liatris spicata	Marsh Blazing Star	3.00
Eupatorium perfoliatum	Boneset	0.3
Hypericum Pyramidatum	Great St. John's Wort	2.00
Lobelia siphilitica	Great Blue Lobelia	0.3
	<b>WILDFLOWERS TOTAL</b>	<b>71.60</b>
<b>GRASSES, SEDGES &amp; RUSHES</b>	<b>COMMON NAME</b>	<b>OZ./ACRE</b>
Andropogon gerardii	Big Bluestem	16.00
Bouteloua curtipendula	Side Oats Grama	48.00
Carex vulpinoidea	Brown Fox Sedge	3.00
Poa palustris	Fowl Bluegrass	8.00
Elymus virginicus	Virginia Wild Rye	16.00
Bromus Ciliatus	Fringed Brome	16.00
Sorghastrum nutans	Indian Grass	8.00
Scirpus atrovirens	Dark-Green Bulrush	2.00
Glyceria striata	Fowl Mana Grass	0.5
	<b>GRASSES, SEDGES &amp; RUSHES TOTAL</b>	<b>117.5</b>
	<b>SEED MIX TOTALS</b>	<b>189.1</b>

#### **METHOD OF MEASUREMENT**

Infill Seeding Common Aggressive Mix – Nautilus Pond shall be measured by Square Yard of seed supplied and placed in the field. The Contractor and Project Manager shall agree on a square yardage of seeded area. This may be determined by field measurement, or by measuring plan area on appropriate drawings.

#### **BASIS OF PAYMENT**

Infill Seeding Common Aggressive Mix – Nautilus Pond shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90135-90138: WC-SUPPLY AND INSTALL LIVE STAKES (WAITE CIRCLE)**

**DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and install the live stakes specified in each, individual bid item.

Live stakes shall be approximately 3 feet in length and shall have a diameter of ¾" – 1 ½" over the entire length of the stake. Stakes shall be installed in April or November, or in the time between plants emerging from or entering into dormancy, and frozen ground.

Stakes shall be harvested when dormant and shall be kept cool and moist until installation. The Contractor shall minimize the time between harvest and installation to the extent practicable. Stakes shall be embedded with approximately 2/3 of their length beneath the ground surface. The Contractor shall create pilot holes with mechanical equipment or by hammering rebar into the soil prior to stake installation. The Contractor shall be prepared to cut through jute mesh erosion control fabric and heavy plastic mesh turf reinforcement matting.

Live stake locations do not need to be marked in the field, but the Contractor shall discuss the proposed planting plan with the Project Manager prior to installation. Stakes shall be placed in a triangular pattern with an approximate spacing of one stake every 4 feet. The Contractor shall place stakes in clumps of 8-10 stakes per species.

The warranty for live stakes shall be 50% survival rate. If the survival rate falls below 50%, the Contractor shall replace 50% of the failed plants.

All plants shall be watered the day of installation.

Preparing the ground for planting shall be included in bid items 90135 through 90138. This includes, but is not limited to, removing woody debris, and treating weeds. If trees and shrubs are being installed in areas receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the plant.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

**METHOD OF MEASUREMENT**

WC-Supply and Install Specified Plant Stock (Waite Circle) bid items shall be measured by Each plant supplied and acceptably placed.

**BASIS OF PAYMENT**

WC-Supply and Install Specified Plant Stock (Waite Circle) bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90139: WC-INSTALL 12" – 18" BUR OAK (WAITE CIRCLE)**

**DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to install the plant stock specified in each, individual bid item. The plants themselves shall be provided by the City. The City will notify the Contractor a minimum of 48 hours prior to supply of plant stock. Following transfer from City to Contractor, the Contractor shall have 2 weeks to plant the provided stock. If the trees and shrubs cannot be planted in that timeframe, the Contractor shall submit for approval, a plan to maintain the health of the provided stock.

Prior to installation, the Contractor shall submit a general layout for the installation. Individual locations do not need to be staked. The Project Manager shall approve, in writing, the proposed plan prior to installation.

All work, including stock provision, handling, placement, and care shall be in accordance with Article 209 of the Standard Specifications. The warranty specified in Section 209 does not apply to these bid items. The warranty for bare root stock provided by the City shall be 50% survival rate. If the survival rate falls below 50%, the Contractor shall replace 50% of the failed plants.

Preparing the ground for planting shall be included in bid items 90139. This includes, but is not limited to, removing woody debris, treating weeds, and cutting through existing erosion control matting. If trees and shrubs are being installed in areas receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the plant.

All plants shall be watered the day of installation.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

#### **METHOD OF MEASUREMENT**

WC-Install Specified Plant Stock (Waite Circle) shall be measured by Each plant acceptably placed.

#### **BASIS OF PAYMENT**

WC-Install Specified Plant Stock (Waite Circle) shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90165-90166:            WC-SUPPLY AND INSTALL SPECIFIED PLANT STOCK (WAITE CIRCLE)**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and install the plant stock specified in each, individual bid item. Individual plants shall be of the size and species identified in the bid item. If available stock is limited, the Contractor may propose alternatives. Alternatives shall be approved by the Project Manager, in writing, prior to installation.

Prior to installation, the Contractor shall stake the locations for each, individual plant. The locations shall be approved by the Project Manager prior to installation. The Project Manager will review and comment or approve staked locations within three working days of notification from the Contractor.

Plants specified in these bid items may be either bare root, container, or ball and burlap.

All work, including stock provision, handling, placement, care, and warranty shall be completed in accordance with Article 209 of the Standard Specifications.

Preparing the ground for planting shall be included in bid items 90165 and 90166. This includes, but is not limited to, removing woody debris, treating weeds, and cutting through existing erosion control matting. If trees and shrubs are being installed in areas receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the plant.

All plants shall be watered the day of installation.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

## **METHOD OF MEASUREMENT**

WC-Supply and Install Specified Plant Stock (Waite Circle) bid items shall be measured by Each plant supplied and acceptably placed.

## **BASIS OF PAYMENT**

WC-Supply and Install Specified Plant Stock (Waite Circle) bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

## **BID ITEM 90208: DROUGHT WATERING – WAITE CIRCLE**

### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide drought watering as specified in Section 209.5(j) of the Standard Specifications. Drought watering only applies to plants installed via this contract, and is not applicable to the overall site seeding.

The Contractor shall notify the Project Manger prior to and immediately following drought watering events.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

## **METHOD OF MEASUREMENT**

Drought Watering – Waite Circle shall be measured by Each watering event completed by the Contractor.

## **BASIS OF PAYMENT**

Drought Watering – Waite Circle shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

## **BID ITEM 90209 & 90210: VEGETATION MAINTENANCE 2020 & 2021 – WAITE CIRCLE**

### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to maintain vegetation at the Waite Circle site for the 2020 growing season. The growing season is defined as the time beginning in 2020 when the frost is out of the ground, until the ground is frozen.

This bid item includes maintaining vegetation installed via this contract, as well as maintaining the establishing seed that was planted following site grading in 2019. The intent of this bid item is to control the majority of unwanted species, allowing the seed placed in 2019 the opportunity to propagate and out-compete the weed seed bank. It is not the intent of this bid item to remove every weed on site. Invasive species to be targeted are included as an attachment to these Special Provisions.

Following construction in 2019, the Waite Circle site was seeded with Woody Understory Seed Mix. The mix is defined in bid item 90211.

Patches of invasive plants not controlled through mowing may require string trimming, hand pulling, or herbicide treatment. The Contractor shall be responsible for determining the necessity, extent, and timing of these control measures. Herbicide use, spot trimming, and hand pulling shall be completed in a manner that minimizes damage to adjacent plants.

If herbicide is determined to be necessary, the Contractor shall coordinate its use with the Project Manager and shall receive approval for herbicide type, application rate, and target species. Herbicide shall not be applied prior to approval.

All plant material shall be inspected to determine the need for pruning. All pruning shall be completed at the appropriate time for each species and shall include shrubs and tree species. All plant material shall be pruned in order to stimulate tight, natural growth. Pruning should develop the natural form of each individual plant. In general, tools to be used should conform to accepted horticultural practices. All pruning shall leave the central leader intact.

All pruning cuts shall comply with the ANSI A300 current edition; see Part VII, Standard Plates 2.04 and 2.05 for Proper Pruning Cut. If specified by the Project Manager, the Contractor shall prune trees and raise the canopy.

All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the Project Manager to determine course of action. The remediation work shall be done on a time and materials basis upon approval of the Project Manager.

The Contractor shall submit a brief summary of work completed following each maintenance visit. This summary shall include a description of the work completed, before and after photographs, and an herbicide report including quantity used, dates of application, and location of use. The report shall be submitted to the Project Manager within one week of each maintenance visit.

**METHOD OF MEASUREMENT**

Vegetation Maintenance 2020 & 2021 – Waite Circle bid items shall be measured as a Lump Sum for all vegetation maintenance activities completed during the 2020 and 2021 growing season, properly reported, and approved by the Project Manager.

**BASIS OF PAYMENT**

Vegetation Maintenance 2020 & 2021 – Waite Circle bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90211: INFILL SEEDING WOODY UNDERSTORY MIX – WAITE CIRCLE**

**DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and place Woody Understory Seed Mix for infill seeding at the Waite Circle site.

This mix was used following grading activities in 2019. The mix is available from Agrecol in Evansville, Wisconsin (608-223-3571).

Seed shall be placed over existing erosion control matting and shall be placed on an as-needed basis as determined by the Contractor and Project Manager.

<b>GRASSES, SEDGES &amp; RUSHES</b>	<b>COMMON NAME</b>	<b>OZ/ACRE</b>
Andropogon gerardii	Big Bluestem	8
Bromus ciliatus	Fringed Brome	16
Calamagrostis canadensis	Blue Joint Grass	1
Carex brevior	Plains Oval Sedge	3
Carex sprengeii	Long-Beaked Sedge	2
Carex vulpinoidea	Brown Fox Sedge	1
Eleocharis acicularis	Needle Spike Rush	0.5
Elymus canadensis	Canada Wild Rye	16
Elymus riparius	River Bank Wild Rye	12

<i>Elymus villosus</i>	Silky Wild Rye	4
<i>Elymus virginicus</i>	Virginia Wild Rye	32
<i>Glyceria striata</i>	Fowl Manna Grass	2
<i>Hystrix patula</i>	Bottlebrush Grass	4.5
<i>Panicum virgatum</i>	Switchgrass	10
<i>Poa palustris</i>	Fowl Bluegrass	8
<i>Schizachyrium scoparium</i>	Little Bluestem	12
<i>Spartina pectinata</i>	Prairie Cordgrass	4
	<b>GRASSES, SEDGES &amp; RUSHES TOTAL</b>	<b>136</b>
<b>WILDFLOWERS</b>	<b>COMMON NAME</b>	<b>OZ/ACRE</b>
<i>Anemone canadensis</i>	Meadow Anemone	2
<i>Astragalus canadensis</i>	Canada Milk Vetch	3.5
<i>Aster drummondii</i>	Drummond's Aster	1.25
<i>Coreopsis tripteris</i>	Tall Coreopsis	1
<i>Desmodium canadense</i>	Canada Tick Trefoil	1
<i>Echinacea purpurea</i>	Purple Coneflower	12
<i>Helenium autumnale</i>	Sneezeweed	1
<i>Helianthus grosseserratus</i>	Sawtooth Sunflower	1.5
<i>Helianthus strumosus</i>	Pale-Leaved Sunflower	2
<i>Monarda fistulosa</i>	Wild Bergamot	1.5
<i>Physostegia virginiana</i>	Obedient Plant	1
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.5
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	2.5
<i>Solidago graminifolia</i>	Grass-Leaved Goldenrod	0.5
<i>Veronicastrum virginicum</i>	Culver's Root	0.75
	<b>WILDFLOWERS TOTAL</b>	<b>32</b>
	<b>SEED MIX TOTALS</b>	<b>168</b>

#### METHOD OF MEASUREMENT

Infill Seeding Woody Understory Mix – Waite Circle shall be measured by Square Yard of seed supplied and placed in the field. The Contractor and Project Manager shall agree on a square yardage of seeded area. This may be determined by field measurement, or by measuring plan area on appropriate drawings.

#### BASIS OF PAYMENT

Infill Seeding Woody Understory Mix – Waite Circle shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90140-90149: JF-SUPPLY AND INSTALL SPECIFIED PLANT STOCK (JACOBSON-FUREY POND)**

**DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and install the plant stock specified in each, individual bid item. Individual plants shall be of the size and species identified in the bid item. If available stock is limited, the Contractor may propose alternatives. Alternatives shall be approved by the Project Manager, in writing, prior to installation.

Prior to installation, the Contractor shall stake the locations for each, individual plant. The locations shall be approved by the Project Manager prior to installation. The Project Manager will review and comment or approve staked locations within three working days of notification from the Contractor.

Plants specified in these bid items may be either bare root, container, or ball and burlap.

All work, including stock provision, handling, placement, care, and warranty shall be completed in accordance with Article 209 of the Standard Specifications.

Preparing the ground for planting shall be included in bid items 90140 through 90149. This includes, but is not limited to, removing woody debris, treating weeds, and cutting through existing erosion control matting. If trees and shrubs are being installed in areas receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the plant.

All plants shall be watered the day of installation.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

**METHOD OF MEASUREMENT**

JF-Supply and Install Specified Plant Stock (Jacobson-Furey Pond) bid items shall be measured by Each plant supplied and acceptably placed.

**BASIS OF PAYMENT**

JF-Supply and Install Specified Plant Stock (Jacobson-Furey Pond) bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90212: DROUGHT WATERING – JACOBSON-FUREY POND**

**DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide drought watering as specified in Section 209.5(j) of the Standard Specifications. Drought watering only applies to plants installed via this contract, and is not applicable to the overall site seeding.

The Contractor shall notify the Project Manger prior to and immediately following drought watering events.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

**METHOD OF MEASUREMENT**

Drought Watering – Jacobson-Furey Pond shall be measured by Each watering event completed by the Contractor.



## **BASIS OF PAYMENT**

Drought Watering – Jacobson-Furey Pond shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

### **BID ITEM 90213 & 90214: VEGETATION MAINTENANCE 2020 & 2021 – JACOBSON-FUREY POND**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to maintain vegetation at the Jacobson-Furey Pond site for the 2020 growing season. The growing season is defined as the time beginning in 2020 when the frost is out of the ground, until the ground is frozen.

This bid item includes maintaining vegetation installed via this contract, as well as maintaining the establishing seed that was planted following site grading in 2019. The intent of this bid item is to control the majority of unwanted species, allowing the seed placed in 2019 the opportunity to propagate and out-compete the weed seed bank. It is not the intent of this bid item to remove every weed on site. Invasive species to be targeted are included as an attachment to these Special Provisions.

Following construction in 2019, the Jacobson-Furey Pond site was seeded with Detention Basin Seed Mix, as defined in the Standard Provisions for Public Works Construction. However, infill seeding shall be completed with Common Aggressive Seed Mix. The mix is defined in bid item 90215.

Restoration plantings require a minimum of two mowings during the first two growing seasons. Mows should be timed for when vegetation reaches a height of 10 - 12" and should take the vegetation down to 4 – 6". Mows should be timed to occur between May 1 and July 31 before weeds set seeds. IF NECESSARY, ENGINEERING MAY REQUEST A THIRD MOW.

Patches of invasive plants not controlled through mowing may require string trimming, hand pulling, or herbicide treatment. The Contractor shall be responsible for determining the necessity, extent, and timing of these control measures. Herbicide use, spot trimming, and hand pulling shall be completed in a manner that minimizes damage to adjacent plants.

If herbicide is determined to be necessary, the Contractor shall coordinate its use with the Project Manager and shall receive approval for herbicide type, application rate, and target species. Herbicide shall not be applied prior to approval.

All plant material shall be inspected to determine the need for pruning. All pruning shall be completed at the appropriate time for each species and shall include shrubs and tree species. All plant material shall be pruned in order to stimulate tight, natural growth. Pruning should develop the natural form of each individual plant. In general, tools to be used should conform to accepted horticultural practices. All pruning shall leave the central leader intact.

All pruning cuts shall comply with the ANSI A300 current edition; see Part VII, Standard Plates 2.04 and 2.05 for Proper Pruning Cut. If specified by the Project Manager, the Contractor shall prune trees and raise the canopy.

All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the Project Manager to determine course of action. The remediation work shall be done on a time and materials basis upon approval of the Project Manager.

The Contractor shall submit a brief summary of work completed following each maintenance visit. This summary shall include a description of the work completed, before and after photographs, and an herbicide report including quantity used, dates of application, and location of use. The report shall be submitted to the Project Manager within one week of each maintenance visit.

**METHOD OF MEASUREMENT**

Vegetation Maintenance 2020 & 2021 – Jacobson-Furey Pond shall be measured as a Lump Sum for all vegetation maintenance activities completed during the 2020 and 2021 growing season, property reported, and approved by the Project Manager.

**BASIS OF PAYMENT**

Vegetation Maintenance 2020 & 2021 – Jacobson-Furey Pond shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90215: INFILL SEEDING COMMON AGGRESSIVE MIX – JACOBSON-FUREY POND**

**DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and place Common Aggressive Seed Mix for infill seeding at the Jacobson-Furey Pond site.

This mix was used following grading activities in 2019. The mix is available from Agrecol in Evansville, Wisconsin (608-223-3571).

Seed shall be placed over existing erosion control matting and shall be placed on an as-needed basis as determined by the Contractor and Project Manager.

<b>COMMON AGGRESSIVE MIX W-M (45102)</b>		
<b>WILDFLOWERS</b>	<b>COMMON NAMES</b>	<b>OZ./ACRE</b>
Heliopsis helianthoides	Early Sunflower	8.00
Achillea millefolium	Native Yarrow	2.00
Agastache scrophulariaefolia	Purple Giant Hyssop	1.00
Allium cernuum	Nodding Onion	3.00
Cassia hebecarpa	Wild Senna	12.00
Monarda Fistulosa	Wild Bergamot	2.00
Napaea dioica	Glade Mallow	8.00
Oenothera biennis	Common Evening Primrose	4.00
Helenium autumnale	Sneezeweed	1.00
Echinacea purpurea	Purple Coneflower	5.00
Rudbeckia hirta	Black-Eyed Susan	6.00
Silphium perfoliatum	Cup Plant	5.00
Solidago ohioensis	Ohio Goldenrod	3.00
Vernonia fasciculata	Ironweed	1.00
Verbena hastata	Blue Vervain	4.00
Asclepias incarnata	Marsh (Red) Milkweed	1.00
Liatris spicata	Marsh Blazing Star	3.00
Eupatorium perfoliatum	Boneset	0.3
Hypericum Pyramidatum	Great St. John's Wort	2.00
Lobelia siphilitica	Great Blue Lobelia	0.3
	<b>WILDFLOWERS TOTAL</b>	<b>71.60</b>
<b>GRASSES, SEDGES &amp; RUSHES</b>	<b>COMMON NAME</b>	<b>OZ./ACRE</b>
Andropogon gerardii	Big Bluestem	16.00
Bouteloua curtipendula	Side Oats Grama	48.00

Carex vulpinoidea	Brown Fox Sedge	3.00
Poa palustris	Fowl Bluegrass	8.00
Elymus virginicus	Virginia Wild Rye	16.00
Bromus Ciliatus	Fringed Brome	16.00
Sorghastrum nutans	Indian Grass	8.00
Scirpus atrovirens	Dark-Green Bulrush	2.00
Glyceria striata	Fowl Mana Grass	0.5
	<b>GRASSES, SEDGES &amp; RUSHES TOTAL</b>	<b>117.5</b>
	<b>SEED MIX TOTALS</b>	<b>189.1</b>

**METHOD OF MEASUREMENT**

Infill Seeding Common Aggressive Mix – Jacobson-Furey Pond shall be measured by Square Yard of seed supplied and placed in the field. The Contractor and Project Manager shall agree on a square yardage of seeded area. This may be determined by field measurement, or by measuring plan area on appropriate drawings.

**BASIS OF PAYMENT**

Infill Seeding Common Aggressive Mix – Jacobson-Furey Pond shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90150-90155: PR-SUPPLY AND INSTALL SPECIFIED PLANT STOCK (PORTAGE ROAD)**

**DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and install the plant stock specified in each, individual bid item. Individual plants shall be of the size and species identified in the bid item. If available stock is limited, the Contractor may propose alternatives. Alternatives shall be approved by the Project Manager, in writing, prior to installation.

Prior to installation, the Contractor shall stake the locations for each, individual plant. The locations shall be approved by the Project Manager prior to installation. The Project Manager will review and comment or approve staked locations within three working days of notification from the Contractor.

Plants specified in these bid items may be either bare root, container or ball and burlap.

All work, including stock provision, handling, placement, care, and warranty shall be completed in accordance with Article 209 of the Standard Specifications.

Preparing the ground for planting shall be included in bid items 90150 through 90155. This includes, but is not limited to, removing woody debris, treating weeds, and cutting through existing erosion control matting. If trees and shrubs are being installed in areas receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the plant.

All plants shall be watered the day of installation.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

**METHOD OF MEASUREMENT**

PR-Supply and Install Specified Plant Stock (Portage Road) bid items shall be measured by Each plant supplied and acceptably placed.

## **BASIS OF PAYMENT**

PR-Supply and Install Specified Plant Stock (Portage Road) bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

### **BID ITEM 90156-90164: PR-INSTALL SPECIFIED PLANT STOCK (PORTAGE ROAD)**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to install the plant stock specified in each, individual bid item. The plants themselves shall be provided by the City. The City will notify the Contractor a minimum of 48 hours prior to supply of plant stock. Following transfer from City to Contractor, the Contractor shall have 2 weeks to plant the provided stock. If the trees and shrubs cannot be planted in that timeframe, the Contractor shall submit for approval, a plan to maintain the health of the provided stock.

Prior to installation, the Contractor shall submit a general layout for the installation. Individual locations do not need to be staked. The Project Manager shall approve, in writing, the proposed plan prior to installation.

All work, including stock provision, handling, placement, and care shall be in accordance with Article 209 of the Standard Specifications. The warranty specified in Section 209 does not apply to these bid items. The warranty for bare root stock provided by the City shall be 50% survival rate. If the survival rate falls below 50%, the Contractor shall replace 50% of the failed plants.

Preparing the ground for planting shall be included in bid items 90156 through 90154. This includes, but is not limited to, removing woody debris, treating weeds, and cutting through existing erosion control matting. If trees and shrubs are being installed in areas receiving herbicide treatment, plants shall be planted after herbicide will no longer pose a threat to the survival of the plant.

All plants shall be watered the day of installation.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

#### **METHOD OF MEASUREMENT**

PR-Install Specified Plant Stock (Portage Road) bid items shall be measured by Each plant acceptably placed.

## **BASIS OF PAYMENT**

PR-Install Specified Plant Stock (Portage Road) bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

### **BID ITEM 90216: DROUGHT WATERING – PORTAGE ROAD**

#### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide drought watering as specified in Section 209.5(j) of the Standard Specifications. Drought watering only applies to plants installed via this contract, and is not applicable to the overall site seeding.

The Contractor shall notify the Project Manger prior to and immediately following drought watering events.

Mobilization to the site to complete the work shall be considered incidental to these bid items.

## **METHOD OF MEASUREMENT**

Drought Watering – Portage Road shall be measured by Each watering event completed by the Contractor.

## **BASIS OF PAYMENT**

Drought Watering – Portage Road shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

## **BID ITEM 90217 & 90218: VEGETATION MAINTENANCE 2020 & 2021 – PORTAGE ROAD**

### **DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to maintain vegetation at the Portage Road site for the 2020 growing season. The growing season is defined as the time beginning in 2020 when the frost is out of the ground, until the ground is frozen.

This bid item includes maintaining vegetation installed via this contract, as well as maintaining the establishing seed that was planted following site grading in 2019. The intent of this bid item is to control the majority of unwanted species, allowing the seed placed in 2019 the opportunity to propagate and out-compete the weed seed bank. It is not the intent of this bid item to remove every weed on site. Invasive species to be targeted are included as an attachment to these Special Provisions.

Following construction in 2019, the Portage Road site was seeded with Aggressive Seed Mix for Weedy Areas. Infill seeding will be completed with Common Aggressive Seed Mix. The mix is defined in bid item 90219.

Restoration plantings require a minimum of two mowings during the first two growing seasons. Mows should be timed for when vegetation reaches a height of 10 - 12" and should take the vegetation down to 4 – 6". Mows should be timed to occur between May 1 and July 31 before weeds set seeds. IF NECESSARY, ENGINEERING MAY REQUEST A THIRD MOW.

Patches of invasive plants not controlled through mowing may require string trimming, hand pulling, or herbicide treatment. The Contractor shall be responsible for determining the necessity, extent, and timing of these control measures. Herbicide use, spot trimming, and hand pulling shall be completed in a manner that minimizes damage to adjacent plants.

If herbicide is determined to be necessary, the Contractor shall coordinate its use with the Project Manager and shall receive approval for herbicide type, application rate, and target species. Herbicide shall not be applied prior to approval.

All plant material shall be inspected to determine the need for pruning. All pruning shall be completed at the appropriate time for each species and shall include shrubs and tree species. All plant material shall be pruned in order to stimulate tight, natural growth. Pruning should develop the natural form of each individual plant. In general, tools to be used should conform to accepted horticultural practices. All pruning shall leave the central leader intact.

All pruning cuts shall comply with the ANSI A300 current edition; see Part VII, Standard Plates 2.04 and 2.05 for Proper Pruning Cut. If specified by the Project Manager, the Contractor shall prune trees and raise the canopy.

All plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the Project Manager to determine course of action. The remediation work shall be done on a time and materials basis upon approval of the Project Manager.

The Contractor shall submit a brief summary of work completed following each maintenance visit. This summary shall include a description of the work completed, before and after photographs, and an herbicide report including quantity used, dates of application, and location of use. The report shall be submitted to the Project Manager within one week of each maintenance visit.

**METHOD OF MEASUREMENT**

Vegetation Maintenance 2020 & 2021 – Portage Road bid items shall be measured as a Lump Sum for all vegetation maintenance activities completed during the 2020 and 2021 growing season, property reported, and approved by the Project Manager.

**BASIS OF PAYMENT**

Vegetation Maintenance 2020 & 2021 – Portage Road bid items shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

**BID ITEM 90219: INFILL SEEDING COMMON AGGRESSIVE MIX – PORTAGE ROAD**

**DESCRIPTION**

This item includes all work, equipment, materials, and incidentals necessary to provide and place Common Aggressive Seed Mix for infill seeding at the Portage Road site.

This mix was used following grading activities in 2019. The mix is available from Agrecol in Evansville, Wisconsin (608-223-3571).

Seed shall be placed over existing erosion control matting and shall be placed on an as-needed basis as determined by the Contractor and Project Manager.

<b>COMMON AGGRESSIVE MIX W-M (45102)</b>		
<b>WILDFLOWERS</b>	<b>COMMON NAMES</b>	<b>OZ./ACRE</b>
Heliopsis helianthoides	Early Sunflower	8.00
Achillea millefolium	Native Yarrow	2.00
Agastache scrophulariaefolia	Purple Giant Hyssop	1.00
Allium cernuum	Nodding Onion	3.00
Cassia hebecarpa	Wild Senna	12.00
Monarda Fistulosa	Wild Bergamot	2.00
Napaea dioica	Glade Mallow	8.00
Oenothera biennis	Common Evening Primrose	4.00
Helenium autumnale	Sneezeweed	1.00
Echinacea purpurea	Purple Coneflower	5.00
Rudbeckia hirta	Black-Eyed Susan	6.00
Silphium perfoliatum	Cup Plant	5.00
Solidago ohioensis	Ohio Goldenrod	3.00
Vernonia fasciculate	Ironweed	1.00
Verbena hastate	Blue Vervain	4.00
Asclepias incarnata	Marsh (Red) Milkweed	1.00
Liatris spicata	Marsh Blazing Star	3.00
Eupatorium perfoliatum	Boneset	0.3
Hypericum Pyramidatum	Great St. John's Wort	2.00
Lobelia siphilitica	Great Blue Lobelia	0.3
	<b>WILDFLOWERS TOTAL</b>	<b>71.60</b>

GRASSES, SEDGES & RUSHES	COMMON NAME	OZI/ACRE
Andropogon gerardii	Big Bluestem	16.00
Bouteloua curtipendula	Side Oats Grama	48.00
Carex vulpinoidea	Brown Fox Sedge	3.00
Poa palustris	Fowl Bluegrass	8.00
Elymus virginicus	Virginia Wild Rye	16.00
Bromus Ciliatus	Fringed Brome	16.00
Sorghastrum nutans	Indian Grass	8.00
Scirpus atrovirens	Dark-Green Bulrush	2.00
Glyceria striata	Fowl Mana Grass	0.5
	<b>GRASSES, SEDGES &amp; RUSHES TOTAL</b>	<b>117.5</b>
	<b>SEED MIX TOTALS</b>	<b>189.1</b>

#### METHOD OF MEASUREMENT

Infill Seeding Common Aggressive Mix – Portage Road shall be measured by Square Yard of seed supplied and placed in the field. The Contractor and Project Manager shall agree on a square yardage of seeded area. This may be determined by field measurement, or by measuring plan area on appropriate drawings.

#### BASIS OF PAYMENT

Infill Seeding Common Aggressive Mix – Portage Road shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

VEGETATION MANAGEMENT TARGET WEED LIST	
Botanical Name	Common Name
Abutilon theophrasti	Velvet Leaf
Acer negundo	Boxelder
Acer platanoides	Norway Maple
Alianthus altissima	Tree of Heaven
Alliaria petiolata	Garlic Mustard
Alnus glutinosa	Black/ European Alder
Ambrosia artemisiifolia	Common Ragweed
Ambrosia trifida	Giant Ragweed
Ampleopsis brevipedunculata	Porcelain berry
Arctium minus	Common Burdock
Carduus acanthoides	Plumeless Thistle
Carduus nutans	Musk Thistle
Celastruc orbiculatus	Oriental Bittersweet
Centaurea biebersteinii	Spotted Knapweed
Centaurea solstitialis	Yellow star thistle
Chelidonium majus	Celandine Poppy
Circeae lutetiana	Enchancter's Nightshade
Cirsium arvense	Canada Thistle
Cirsium palustre	Marsh Thistle
Cirsium vulgare	Bull Thistle
Conium maculatum	Poison Hemlock

Coronilla varia	Crown Vetch
Dipsacus fullonum	Teasel
Dipsacus spp.	Teasel
Dispacus laniciatus	Cutleaf Teasel
Elaeagnus augustifolia	Russian Olive
Elaeagnus umbellata	Autumn Olive
Euphorbia cyparissias	Cypress Spurge
Euphorbia esula	Leafy Spurge
Fallopia japonica (polygonum cuspidatum)	Japanese Knotweed
Fallopia x bohemia	Bohemium knotweed
Glyceria maxima	Tall or Reed Manna Grass
Heraclelum mantegazzianum Sommier & Levier	Giant Hogweed
Humulus japonicus	Japanese Hops
Lactuca canadensis	Wild Lettuce
Lactuca serriola	Prickly Lettuce
Lonicera spp.	Honeysuckle
Lotus corniculatus	Birdsfoot Trefoil
Lysimachia vulgaris	Garden Yellow Loosestrife
Lythrum salicaria	Purple loosestrife
Lythrum virgatum	Wanded Loosestrife
Melilotus spp.	Sweet Clover
Morus alba	White Mulberry
Pastinaca sativa	Wild Parsnip
Petasites hybridus	Butterfly Dock
Phalaris arundinacea	Reed Canary Grass
Phragmites australis	Common Reed
Phytolacca acinosa	Himalayan Pokeweed
Phytolacca americana	American Pokeweed
Polygonum perfoliatum	Mile-a-minute vine
Polygonum sachalinense	Giant knotweed
Populus alba	White Poplar
Populus grandidentata	Big-tooth aspen
Populus tremeloides	Quaking Aspen
Rhamnus cathartica	Common Buckthorn
Rhannus frangula	Glossy Buckthorn
Robinia pseudocacia	Black Locust
Rosa multiflora	Multiflora Rose
Solanum dulcamara	Deadly Nightshade
Toxicodendron radicans	Poison Ivy
Typha spp.	Cattails
Ulmus pumila	Siberian Elm
Urtica dioica	Stinging Nettle
Salix interior	Sandbar Willow
Cottonwood	Populus deltoides



**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**2020 GREENWAY RESTORATION  
CONTRACT NO. 8542**

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 - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. N/A through N/A to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Good Oak Ecological Services (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 Good Oak LLC; an individual trading as Good Oak Ecological Services; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Jack Hays  
SIGNATURE

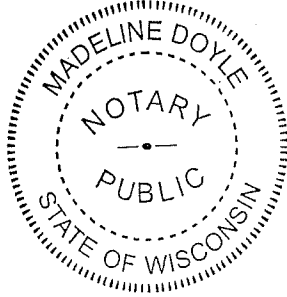
Owner  
TITLE, IF ANY

Sworn and subscribed to before me this  
13 day of February, 2020.

Mason  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 07/16/2022

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



## SECTION F: BEST VALUE CONTRACTING

### 2020 GREENWAY RESTORATION CONTRACT NO. 8542

#### Best Value Contracting

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

Restoration Services

---

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

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

**LIST APPRENTICABLE TRADES** (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

2020 GREENWAY RESTORATION  
CONTRACT NO. 8542

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Good Oak Ecological Services  
Address: P.O. Box 6620 Monona, WI, 53716  
Telephone Number: 608-209-0607 Fax Number: \_\_\_\_\_  
Contact Person/Title: Evan Nelson - Ecological Land Manager

Prime Bidder Certification

I, Evan Nelson Ecological Land Manager of  
Name Title  
Good Oak Ecological Services certify that the information  
Company

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

[Signature]  
Witness Signature

[Signature]  
Bidder's Signature

2-13-20  
Date



**2020 GREENWAY RESTORATION**

CONTRACT NO. 8542

DATE: 2/13/20

**Good Oak LLC**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page - Tree Lane</b>			
90100 - TL-SUPPLY AND INSTALL #2 CONTAINER SPECKLED ALDER (Alnus incana) - EA	25.00	\$74.95	\$1,873.75
90101 - TL-SUPPLY AND INSTALL #5 CONTAINER RED OSIER DOGWOOD (Cornus sericea) - EA	25.00	\$72.70	\$1,817.50
90102 - TL-SUPPLY AND INSTALL #5 CONTAINER PAGODA DOGWOOD (Cornus alternifolia) - EA	5.00	\$91.45	\$457.25
90103 - TL-SUPPLY AND INSTALL #5 CONTAINER ELDERBERRY (Sambucus canadensis) - EA	10.00	\$92.95	\$929.50
90104 - TL-SUPPLY AND INSTALL #5 CONTAINER ARONIA BERRY (Aronia melanocarpa) - EA	10.00	\$86.95	\$869.50
90105 - TL-SUPPLY AND INSTALL 2.5" CALIPER AMERICAN ELM (Ulmus americana 'New Harmony' or 'Accolade') - EA	8.00	\$434.90	\$3,479.20
90106 - TL-SUPPLY AND INSTALL 2.0" CALIPER RIVER BIRCH (Betula nigra) - EA	5.00	\$344.90	\$1,724.50
90107 - TL-SUPPLY AND INSTALL 2.0" CALIPER HYBRID BUR/SWAMP WHITE OAK (Quercus x schuettei) - EA	7.00	\$458.90	\$3,212.30
90108 - TL-SUPPLY AND INSTALL 2.5" CALIPER BASSWOOD (Tilia americana) - EA	5.00	\$479.90	\$2,399.50
90109 - TL-SUPPLY AND INSTALL 1.75" CALIPER MUSCLEWOOD (Carpinus caroliniana J.N. Strain) - EA	5.00	\$386.90	\$1,934.50
90110 - TL-SUPPLY AND INSTALL 2.0" CALIPER HOP HORNBEAM (Ostrya virginiana) - EA	4.00	\$430.40	\$1,721.60
90111 - TL-SUPPLY AND INSTALL 1.75" CALIPER AMERICAN SWEETGUM (Liquidambar styraciflua 'Moraine') - EA	5.00	\$367.40	\$1,837.00
90112 - TL-SUPPLY AND INSTALL 1.75" CALIPER KENTUCKY COFFEETREE (Gymnocladus dioica) - EA	3.00	\$367.40	\$1,102.20
90113 - TL-SUPPLY AND INSTALL 1.75" CALIPER SHAGBARK HICKORY (Carya ovata) - EA	4.00	\$508.40	\$2,033.60
90114 - TL-SUPPLY AND INSTALL 1.75" CALIPER BUR OAK (Quercus macrocarpa) - EA	4.00	\$406.40	\$1,625.60
90115 - TL-SUPPLY AND INSTALL #5 CONTAINER BUTTONBUSH (Cephalanthus occidentalis) - EA	5.00	\$99.15	\$495.75
90116 - TL-INSTALL 6-12" SWAMP WHITE OAK (Quercus bicolor) - EA	25.00	\$21.60	\$540.00
90117 - TL-INSTALL 4-12' NORTHERN PECAN (Carya illinoensis) - EA	12.00	\$21.60	\$259.20
90118 - TL-INSTALL 4-12' HACKBERRY (Celtis occidentalis) - EA	12.00	\$21.60	\$259.20
90119 - TL-INSTALL 4-12' BALD CYPRESS (Taxodium distichum) - EA	12.00	\$21.60	\$259.20
90120 - TL-INSTALL 4-12' LONDON PLANETREE (Platanus occidentalis) - EA	11.00	\$21.60	\$237.60
90200 - DROUGHT WATERING - TREE LANE - EA	6.00	\$715.45	\$4,292.70
90201 - VEGETATION MAINTENANCE 2020 - TREE LANE - LUMP SUM	1.00	\$2,771.85	\$2,771.85
90202 - VEGETATION MAINTENANCE 2021 - TREE LANE - LUMP SUM	1.00	\$2,771.85	\$2,771.85
90203 - INFILL SEEDING SLOPE STABILIZATION MIX - TREE LANE - S.Y.	1500.00	\$0.29	\$435.00
<b>Subtotals</b>			<b>\$39,339.85</b>

**2020 GREENWAY RESTORATION**

CONTRACT NO. 8542

DATE: 2/13/20

**Good Oak LLC**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page - Nautilus Pond</b>			
90121 - NP-SUPPLY AND INSTALL 2.5" CALIPER SHAGBARK HICKORY (Carya ovata) - EA	2.00	\$668.60	\$1,337.20
90122 - NP-SUPPLY AND INSTALL 2.5" CALIPER BASSWOOD (Tilia americana) - EA	2.00	\$472.10	\$944.20
90123 - NP-SUPPLY AND INSTALL 2.5" CALIPER AMERICAN ELM (Ulmus americana 'New Harmony' or 'Accolade') - EA	4.00	\$427.10	\$1,708.40
90124 - NP-SUPPLY AND INSTALL 2.5" CALIPER BUR OAK (Quercus macrocarpa) - EA	4.00	\$544.10	\$2,176.40
90125 - NP-SUPPLY AND INSTALL 2.5" CALIPER WHITE OAK (Quercus alba) - EA	2.00	\$544.10	\$1,088.20
90126 - NP-SUPPLY AND INSTALL 2.5" CALIPER SWAMP WHITE OAK (Quercus bicolor) - EA	6.00	\$515.60	\$3,093.60
90127 - NP-SUPPLY AND INSTALL 2.5" CALIPER KENTUCKY COFFEETREE (Gymnocladus dioica) - EA	8.00	\$502.10	\$4,016.80
90128 - NP-SUPPLY AND INSTALL 2.5" CALIPER RIVER BIRCH (Betula nigra) - EA	4.00	\$358.10	\$1,432.40
90129 - NP-SUPPLY AND INSTALL 2.5" CALIPER MUSCLEWOOD (Carpinus caroliniana J.N. Strain) - EA	8.00	\$515.60	\$4,124.80
90130 - NP-SUPPLY AND INSTALL 2.5" CALIPER HOP HORNBEAM (Ostrya virginiana) - EA	4.00	\$502.10	\$2,008.40
90131 - NP-SUPPLY AND INSTALL #5 CONTAINER BUTTONBUSH (Cephalanthus occidentalis) - EA	7.00	\$99.15	\$694.05
90132 - NP-SUPPLY AND INSTALL 48" BLADDERNUT (Staphylea trifolia) - EA	3.00	\$108.90	\$326.70
90133 - NP-SUPPLY AND INSTALL #2 SILKY OR PAGODA DOGWOOD (Cornus amomium or Cornus alternifolia) - EA	6.00	\$80.40	\$482.40
90134 - NP-SUPPLY AND INSTALL #2 or #3 NANNYBERRY (Viburnum lentago) - EA	7.00	\$87.90	\$615.30
90204 - DROUGHT WATERING - NAUTILUS POND - EA	6.00	\$364.95	\$2,189.70
90205 - VEGETATION MAINTENANCE 2020 - NAUTILUS POND - LUMP SUM	1.00	\$3,827.65	\$3,827.65
90206 - VEGETATION MAINTENANCE 2021 - NAUTILUS POND - LUMP SUM	1.00	\$3,827.65	\$3,827.65
90207 - INFILL SEEDING COMMON AGGRESSIVE MIX - NAUTILUS POND - S.Y.	1500.00	\$0.32	\$480.00
<b>Subtotals</b>			<b>\$34,373.85</b>
<b>Section B: Proposal Page - Waite Circle</b>			
90135 - WC- SUPPLY AND INSTALL LIVE-STAKES RED OSIER DOGWOOD (Cornus sericea) - EA	600.00	\$12.70	\$7,620.00
90136 - WC-SUPPLY AND INSTALL LIVE STAKES HAZELNUT (Corylus americana) - EA	200.00	\$12.70	\$2,540.00
90137 - WC-SUPPLY AND INSTALL LIVE STAKES SERVICEBERRY (Amelanchier spp.) - EA	50.00	\$12.70	\$635.00
90138 - WC-SUPPLY AND INSTALL LIVE STAKES NINEBARK (Physocarpus opulifolius) - EA	200.00	\$12.70	\$2,540.00
90139 - WC-INSTALL 12-18" BUR OAK (Quercus macrocarpa) - EA	10.00	\$13.95	\$139.50
90165 - WC-SUPPLY AND INSTALL 2.5" CALIPER SHAGBARK HICKORY (Carya ovata) - EA	2.00	\$668.60	\$1,337.20

**2020 GREENWAY RESTORATION**

CONTRACT NO. 8542

DATE: 2/13/20

**Good Oak LLC**

Item	Quantity	Price	Extension
90166 - WC-SUPPLY AND INSTALL 2.5" CALIPER NORTHERN CATALPA (Catalpa speciosa) - EA	1.00	\$435.75	\$435.75
90208 - DROUGHT WATERING - WAITE CIRCLE - EA	6.00	\$595.95	\$3,575.70
90209 - VEGETATION MAINTENANCE 2020 - WAITE CIRCLE - LUMP SUM	1.00	\$732.80	\$732.80
90210 - VEGETATION MAINTENANCE 2021 - WAITE CIRCLE - LUMP SUM	1.00	\$732.80	\$732.80
90211 - INFILL SEEDING WOODY UNDERSTORY MIX - WAITE CIRCLE - S.Y.	150.00	\$0.38	\$57.00
<b>Subtotals</b>			<b>\$20,345.75</b>
<b>Section B: Proposal Page - Jacobsen-Furey</b>			
90140 - JF-SUPPLY AND INSTALL 2.5" CALIPER SHAGBARK HICKORY (Carya ovata) - EA	4.00	\$655.75	\$2,623.00
90141 - JF-SUPPLY AND INSTALL 2.5" CALIPER BUR OAK (Quercus macrocarpa) - EA	1.00	\$531.35	\$531.35
90142 - JF-SUPPLY AND INSTALL 48" WITCHHAZEL (Hamamelis virginiana) - EA	3.00	\$126.00	\$378.00
90143 - JF-SUPPLY AND INSTALL #3 CONTAINER NANNYBERRY VIBURNUM (Viburnum lentago) - EA	11.00	\$75.05	\$825.55
90144 - JF-SUPPLY AND INSTALL 2.5" CALIPER NORTHERN CATALPA (Catalpa speciosa) - EA	1.00	\$458.25	\$458.25
90145 - JF-SUPPLY AND INSTALL 1.75" CALIPER AMERICAN SWEETGUM (Liquidambar styraciflua) - EA	1.00	\$346.75	\$346.75
90146 - JF-SUPPLY AND INSTALL #2 CONTAINER (Staghorn or smooth) SUMAC (Rhus typhina or Rhus glabra) - EA	9.00	\$69.80	\$628.20
90147 - JF-SUPPLY AND INSTALL #2 CONTAINER ARONIA BERRY (Aronia melanocarpa) - EA	8.00	\$70.55	\$564.40
90148 - JF-SUPPLY AND INSTALL 6" WITCHHAZEL (Hamamelis virginiana) - EA	3.00	\$198.05	\$594.15
90149 - JF-SUPPLY AND INSTALL 48" POT ARROWWOOD VIBURNUM (Viburnum rafinesquianum) - EA	5.00	\$86.30	\$431.50
90212 - DROUGHT WATERING - JACOBSON-FUREY POND - EA	6.00	\$180.00	\$1,080.00
90213 - VEGETATION MAINTENANCE 2020 - JACOBSON-FUREY POND - LUMP SUM	1.00	\$1,434.40	\$1,434.40
90214 - VEGETATION MAINTENANCE 2021 - JACOBSON-FUREY POND - LUMP SUM	1.00	\$1,434.40	\$1,434.40
90215 - INFILL SEEDING COMMON AGGRESSIVE MIX - JACOBSON-FUREY POND - S.Y.	1000.00	\$0.32	\$320.00
<b>Subtotals</b>			<b>\$11,649.95</b>
<b>Section B: Proposal Page - Portage Road</b>			
90150 - PR-SUPPLY AND INSTALL 48" WITCHHAZEL (Hamamelis virginiana) - EA	8.00	\$135.20	\$1,081.60
90151 - PR-SUPPLY AND INSTALL 2" CALIPER HYBRID BUR/SWAMP WHITE OAK (Quercus x schuettei) - EA	3.00	\$446.65	\$1,339.95
90152 - PR-SUPPLY AND INSTALL 1.75" SHAGBARK HICKORY (Carya ovata) - EA	3.00	\$496.15	\$1,488.45
90153 - PR-SUPPLY AND INSTALL 2.5" CALIPER AMERICAN ELM (Ulmus americana 'New Harmony' or 'Accolade') - EA	2.00	\$422.65	\$845.30



**2020 GREENWAY RESTORATION**

CONTRACT NO. 8542

DATE: 2/13/20

**Good Oak LLC**

Item	Quantity	Price	Extension
90154 - PR-SUPPLY AND INSTALL 1.5" CALIPER RIVER BIRCH (Betula nigra) - EA	3.00	\$275.65	\$826.95
90155 - PR-SUPPLY AND INSTALL 2.5" CALIPER EUROPEAN BEECH (Fagus sylvatica) - EA	1.00	\$664.15	\$664.15
90156 - PR-INSTALL 18-24" RED OSIER DOGWOOD (Cornus sericea) - EA	25.00	\$19.35	\$483.75
90157 - PR-INSTALL 12-18" HAZELNUT (Corylus americana) - EA	50.00	\$19.35	\$967.50
90158 - PR-INSTALL 12-18" RED CURRANT (Ribes rbrum.) - EA	50.00	\$19.35	\$967.50
90159 - PR-INSTALL 12-18" RED OAK (Quercus rubra) - EA	25.00	\$19.35	\$483.75
90160 - PR-INSTALL 12-18" BUR OAK (Quercus macrocarpa) - EA	25.00	\$19.35	\$483.75
90161 - PR-INSTALL 12-18" WHITE OAK (Quercus alba) - EA	25.00	\$19.35	\$483.75
90162 - PR-INSTALL 4-12' NORTHERN PECAN (Carya illinoensis) - EA	4.00	\$19.35	\$77.40
90163 - PR-INSTALL 12" - 18' HACKBERRY (Celtis occidentalis) - EA	25.00	\$19.35	\$483.75
90164 - PR-INSTALL 4-12' OHIO BUCKEYE (Aesculus glabra) - EA	3.00	\$19.35	\$58.05
90216 - DROUGHT WATERING - PORTAGE ROAD - EA	6.00	\$524.30	\$3,145.80
90217 - VEGETATION MAINTENANCE 2020 - PORTAGE ROAD - LUMP SUM	1.00	\$1,783.20	\$1,783.20
90218 - VEGETATION MAINTENANCE 2021 - PORTAGE ROAD - LUMP SUM	1.00	\$1,783.20	\$1,783.20
90219 - INFILL SEEDING COMMON AGGRESSIVE MIX - PORTAGE ROAD - S.Y.	500.00	\$0.32	\$160.00
<b>Subtotals</b>			<b>\$17,607.80</b>
<b>87 Items</b>	<b>Totals</b>		<b>\$123,317.20</b>



Department of Public Works

### Engineering Division

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

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
Gregory T. Fries, P.E.

**Deputy Division Manager**  
Kathleen M. Cryan

**Principal Engineer 2**  
Christopher J. Petykowski, P.E.  
John S. Fahrney, P.E.

**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmidt, P.E.  
James M. Wolfe, P.E.

**Facilities & Sustainability**  
Bryan Cooper, Principal Architect

**Mapping Section Manager**  
Eric T. Pederson, P.S.

**Financial Manager**  
Steven B. Danner-Rivers

## BIENNIAL BID BOND

\_\_\_\_\_ Good Oak LLC \_\_\_\_\_  
(a corporation of the State of \_\_\_\_\_ Wisconsin \_\_\_\_\_)  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
\_\_\_\_\_ American Southern Insurance Company \_\_\_\_\_

a corporation of the State of \_\_\_\_\_ Kansas \_\_\_\_\_ (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of \_\_\_\_\_ 02/13/2020 \_\_\_\_\_ through \_\_\_\_\_ 12/31/2021 \_\_\_\_\_.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

**PRINCIPAL**

Good Oak LLC 2/19/2020  
COMPANY NAME AFFIX SEAL DATE  
By: [Signature] - OWNER  
SIGNATURE AND TITLE

**SURETY**

American Southern Insurance Company 02/13/2020  
COMPANY NAME AFFIX SEAL DATE  
By: [Signature] David R. Brett  
SIGNATURE AND TITLE Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 4457808 for the year 2006 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

02/13/2020 [Signature]  
DATE AGENT SIGNATURE  
365 Northridge Road, Suite 400  
ADDRESS  
Atlanta, GA 30350  
CITY, STATE AND ZIP CODE  
800-424-0132  
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

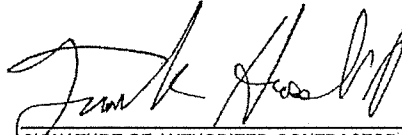
## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)	02/13/2020 - 12/31/2021
NAME OF SURETY	American Southern Insurance Company
NAME OF CONTRACTOR	Good Oak LLC
CERTIFICATE HOLDER	City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.



\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

2/19/2020

\_\_\_\_\_  
DATE

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

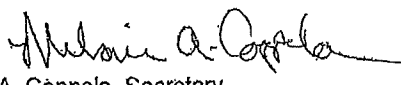
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffrey L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Kelley E.M. Nys of Decatur, Georgia; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond, undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 24th day of January, 2018.

Attest:   
Melonie A. Coppola, Secretary

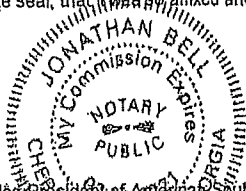
By:   
Scott G. Thompson, President

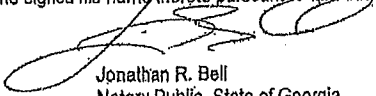


STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

On this 24th day of January, 2018, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

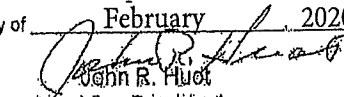
STATE OF GEORGIA  
SS:  
COUNTY OF FULTON



  
Jonathan R. Bell  
Notary Public, State of Georgia  
Qualified in Cherokee County  
Commission Expires March 12, 2021

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 13th day of February, 2020.

  
John R. Huot  
Vice President

Power No. 44928



## SECTION H: AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of March in the year Two Thousand and Twenty between GOOD OAK LLC 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 17, 2020, 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:

### 2020 GREENWAY RESTORATION CONTRACT NO. 8542

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED SEVENTEEN AND 20/100 (\$123,317.20) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures

and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.



2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

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

5. **Substance Abuse Prevention Program Required.** Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.
6. **Contractor Hiring Practices.**

#### **Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)**

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
  1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

**c. Exemptions:** This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**2020 GREENWAY RESTORATION  
CONTRACT NO. 8542**

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

Countersigned:

**GOOD OAK LLC**

<u>Eric Olson</u>	<u>3/20/20</u>	<u>Frank Hoell</u>	<u>3/20/20</u>
Witness	Date	President	Date
<u>Dianne Korman</u>	<u>04/01/2020</u>		
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u>Michelle</u>	<u>4/14/2020</u>	<u>Patricia Justice</u>	<u>4/17/2020</u>
Finance Director	Date	City Attorney	Date
<u>Victoria Helmer</u>	<u>4/21/20</u>	<u>[Signature]</u>	<u>4/21/20</u>
Witness	Date	Mayor	Date
<u>[Signature]</u>		<u>Maibeth Witzel-Behl</u>	<u>4-9-2020</u>
Witness	Date	City Clerk	Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we GOOD OAK LLC as principal, and American Southern Insurance Company Company of 365 Northridge Road, Suite 400, Atlanta, GA 30350 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED SEVENTEEN AND 20/100 (\$123,317.20) 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:

**2020 GREENWAY RESTORATION  
CONTRACT NO. 8542**

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 18th day of March, 2020

Countersigned:

GOOD OAK LLC

Company Name (Principal)



Witness



President

Seal

Secretary

Approved as to form:

American Southern Insurance Company

Surety Seal

Salary Employee

Commission



City Attorney

By

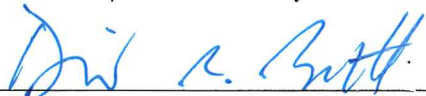
Attorney-in-Fact

David R. Brett

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 4457808 for the year 2006, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

3/18/2020

Date



Agent Signature

David R. Brett

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; Omar G. Guerra of Overland Park, Kansas; or Douglas B. Miller, Florida, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22<sup>nd</sup> day of March 2019.

Attest:

  
Melonie A. Coppola, Secretary



By:

American Southern Insurance Company

  
Scott G. Thompson, President

STATE OF GEORGIA

SS:

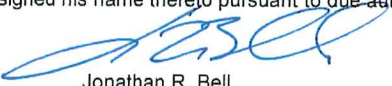
COUNTY OF FULTON

On this 22<sup>nd</sup> day of March 2019, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON


  
Jonathan R. Bell  
Notary Public, State of Georgia  
Qualified in Cherokee County  
Commission Expires March 12, 2021



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 18th day of March, 2020.

Power No. 48617

  
Jerry A. Underwood  
Vice President