

Contract Routing Form

ROUTING: Routine

printed on: 04/27/2015

Contract between: Greener Valley Landscaping Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: 2015 Spring Parks Division & Water Utility Landscaping

Contract No.: 7503
 Enactment No.: RES-15-00373
 Dollar Amount: 34,465.00

File No.: 37846
 Enactment Date: 04/21/2015

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-27-2015	4-27-15
Director of Civil Rights	4-27-15	4/30/15 MCB
Risk Manager	4-30-15	5/18/15 JEF
Finance Director	5/18/15	5-18-15 Rn
City Attorney #590	5-18-2015	5-18-15
Mayor	5-19-15	5-19-15


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

Original + 2 Copies

04/27/2015 09:34:47 enjap - Kate Kane - 261-9671

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: See above
 AA Plan: ~~EXEMPT~~ 1-5-12 Exempt
 Amendment / Addendum # _____
 Type: POS / Dwp / Spdv / Gov't /
 Grant / PW / Coal / Loan / Agrmt





CITY OF MADISON - WISCONSIN

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Details Reports

File #:	37846	Version: 1	Name:	Awarding Public Works Contract No. 7503, 2015 Spring Parks Division & Water Utility Landscaping.
Type:	Resolution	Status:	Passed	
File created:	3/26/2015	In control:	<u>BOARD OF PUBLIC WORKS</u>	
On agenda:	4/21/2015	Final action:	4/21/2015	
Enactment date:	4/23/2015	Enactment #:	RES-15-00373	
Title:	Awarding Public Works Contract No. 7503, 2015 Spring Parks Division & Water Utility Landscaping.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 7503.pdf</u>			

History (3) Text

Fiscal Note

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

Title

Awarding Public Works Contract No. 7503, 2015 Spring Parks Division & Water Utility Landscaping.

Body

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

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

See attached document (Contract No. 7503) for itemization of bids.

SDR

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7503
 2015 SPRING PARKS DIVISION & WATER UTILITY LANDSCAPING

GREENER VALLEY LANDSCAPING, INC.

\$34,465.00

Community Parks	
Acct. No. 10466-51-200: 54255 (98852)	\$5,650.00
Contingency 12%±	<u>678.00</u>
Sub Total	\$6,328.00

Conservation Parks	
Acct. No. 10472-51-200: 54255 (98852)	\$11,400.00
Contingency 12%±	<u>1,368.00</u>
Sub Total	\$12,768.00

Neighborhood Parks	
Acct. No. 10781-51-200: 54255 (98852)	\$9,305.20
Contingency 12%±	<u>1,116.80</u>
Sub Total	\$10,422.00

Water Utility Well No. 11	
Acct. No. 10675-86-130: 54255 (98852)	\$5,859.80
Contingency 12%±	<u>702.20</u>
Sub Total	\$6,563.00

Water Utility Well No. 16	
Acct. No. 10676-86-130: 54255 (98852)	\$2,250.00
Contingency 12%±	<u>270.00</u>
Sub Total	\$2,520.00

GRAND TOTAL	<u>\$38,601.00</u>
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**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search**

Tuesday, April 21, 2015

Pg 2

DOWNEY, ROBERT SCHAD
HUDSON WI

License Status: Active
License No: 2587534
NPN No: 16171611
Effective Date: 12-09-2011
Expiration Date: 10-31-2015
License Type: Resident Intermediary Indv

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Resident	12-09-2011	Active
	Non-Resident	12-09-2011	Inactive
	Non-Resident	03-16-2011	Active
Casualty	Resident	12-09-2011	Active
	Non-Resident	12-09-2011	Inactive
	Non-Resident	03-16-2011	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
American Contractors Indemnity Company	CAS/Inactive	09-29-2011	12-09-2011	Canceled
	SUR/Active	12-12-2011		
American Economy Insurance Company	CAS/Active	12-21-2011		
	PROP/Active	12-21-2011		
American Fire and Casualty Company	CAS/Active	12-21-2011		
	PROP/Active	12-21-2011		
American States Insurance Company	CAS/Active	12-21-2011		
	PROP/Active	12-21-2011		
Berkley Insurance Company	CAS/Active	08-26-2013		
Bond Safeguard Insurance Company	SUR/Inactive	03-24-2011	12-09-2011	Canceled
Citizens Insurance Company of America	CAS/Active	12-28-2011		
	PROP/Active	12-28-2011		
Consolidated Insurance Company	CAS/Active	12-21-2011		
	PROP/Active	12-21-2011		
First National Insurance Company	CAS/Active	12-21-2011		
	PROP/Active	12-21-2011		

of America					
First Sealord Surety, Inc.	SUR/Inactive	04-04-2011	12-09-2011		Canceled
General Insurance Company of America	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Granite Re, Inc.	CAS/Inactive	03-22-2011	12-09-2011		Canceled
	SUR/Active	03-21-2012			
Guarantee Company of North America USA, The	CAS/Active	12-28-2011			
Hanover Insurance Company, The	CAS/Active	12-28-2011			
	PROP/Active	12-28-2011			
Hawkeye-Security Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
IMT Insurance Company	CAS/Inactive	06-08-2011	12-09-2011		Canceled
	PROP/Inactive	06-08-2011	12-09-2011		Canceled
Indiana Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Lexon Insurance Company	SUR/Active	12-21-2011			
	SUR/Inactive	03-24-2011	12-09-2011		Canceled
Liberty Mutual Fire Insurance Company	CAS/Active	01-13-2012			
Liberty Mutual Insurance Company	CAS/Active	01-13-2012			
LM Insurance Corporation	CAS/Active	01-13-2012			
Massachusetts Bay Insurance Company	CAS/Active	12-28-2011			
	PROP/Active	12-28-2011			
Merchants Bonding Company (Mutual)	CAS/Active	12-20-2011			
	CAS/Inactive	03-23-2011	12-09-2011		Canceled
Merchants National Bonding, Inc.	CAS/Active	02-06-2013			
Meridian Security Insurance Company	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			
Milbank Insurance Company	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			
Netherlands Insurance Company,	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			

The					
Ohio Casualty Insurance Company, The	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Ohio Security Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Old Republic Insurance Company	CAS/Active	02-20-2012			
	CAS/Inactive	03-22-2011	12-09-2011		Canceled
Old Republic Surety Company	CAS/Active	02-20-2012			
	CAS/Inactive	03-22-2011	12-09-2011		Canceled
Peerless Indemnity Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Peerless Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
SAFECO Insurance Company of America	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Star Insurance Company	CAS/Inactive	01-03-2012	12-12-2013		Canceled
	CAS/Inactive	04-05-2011	12-09-2011		Canceled
	PROP/Inactive	01-03-2012	12-12-2013		Canceled
	PROP/Inactive	04-05-2011	12-09-2011		Canceled
State Auto Insurance Company of Wisconsin	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			
State Auto Property and Casualty Insurance Company	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			
State Automobile Mutual Insurance Company	CAS/Active	06-27-2012			
	PROP/Active	06-27-2012			
U.S. Specialty Insurance Company	CAS/Inactive	09-29-2011	12-09-2011		Canceled
	SUR/Active	12-12-2011			
United Fire & Casualty Company	CAS/Active	08-15-2014			
	PROP/Active	08-15-2014			
Wadena Insurance Company	CAS/Inactive	06-08-2011	12-09-2011		Canceled
	PROP/Inactive	06-08-2011	12-09-2011		Canceled
West American Insurance Company	CAS/Active	12-21-2011			
	PROP/Active	12-21-2011			
Western National Mutual Insurance	CAS/Active	06-20-2012			
	PROP/Active	06-20-2012			

Company	SUR/Active	06-20-2012		
Western Surety	CAS/Active	01-07-2013		
Company	CAS/Inactive	03-24-2011	12-09-2011	Canceled

DISCLAIMER: The Office of the Commissioner of Insurance does not endorse any specific agent or insurance agency. You are encouraged to contact the Agent Licensing Section at if you have any concerns with any of the agents or agencies listed.

\$34,465.00

CONTRACTOR'S OFFICE COPY

BID OF GREENER VALLEY LANDSCAPING, INC.

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2015 SPRING PARKS DIVISION & WATER UTILITY LANDSCAPING

CONTRACT NO. 7503

MUNIS NO. 10466; 10781; 10472; 10675; 10676

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 21, 2015

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**2015 SPRING PARKS DIVISION AND WATER UTILITY LANDSCAPING
CONTRACT NO. 7503**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

EK:

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:	2015 SPRING PARKS DIVISION AND WATER UTILITY LANDSCAPING
CONTRACT NO.:	7503
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	3/20/2015
BID SUBMISSION (1:00 P.M.)	3/27/2015
BID OPEN (1:30 P.M.)	3/27/2015
PUBLISHED IN WSJ	3/13/2015 & 3/20/2015

PREQUALIFICATION APPLICATION: Forms are available at the same location or on our website, 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.

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2015 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.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

2015 SPRING PARKS DIVISION AND WATER UTILITY LANDSCAPING CONTRACT NO. 7503

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

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

SECTION 102.10: PREVAILING WAGE

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

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

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

- Building or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$55,500 for a single trade contract; or equal to or greater than \$271,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 SCOPE OF WORK

This project consists of landscaping and maintenance at six (7) City of Madison Parks and two (2) City of Madison Water Utility Well sites, including: Acewood Park, Droster Park, Linden Grove Park, Kenneth Neville Park, Tenney Park (Beach House), Water Utility Well No. 11, Water Utility Well No.16, Westmorland Park and Yahara River Parkway (Yahara River at E. Main Street).

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located and to resolve conflicts during the construction process.

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION

The City will be responsible for staking out layout of shrub and tree planting locations at Linden Grove Park, Kenneth Neville Park, Water Utility Well No.11, Water Utility Well No.16, and Westmorland Park. The Contractor is responsible for staking out all other landscape/plant locations. Any questions regarding the layout and staking of this project should be directed to Kate Kane at the Parks Division at 261-9671.

To ensure that Parks-owned utilities are also marked, include the park name at the beginning of the Marking Instructions field on the ticket, and send a copy of the ticket to the Parks Surveyor (Dan Rodman drodman@cityofmadison.com / tel (608)266-6674 / fax (608)267-1162).

The Contractor shall give the Engineer 72 hours notice prior to planting at the above identified locations.

SECTION 105.12 COOPERATION BY CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction.

The Contractor will not be allowed to store equipment and materials overnight within the construction limits. The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

A pre-construction meeting will be required prior to the start of construction. The pre-construction meeting will be for all site locations. There will not be a separate pre-construction meeting for each site.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

SECTION 105.13 ORDER OF COMPLETION

The Contractor shall complete Tenney Park by 6/1/2015. All other portions of the work shall be completed in such order of time as has been stated in the contract or in such order as the Engineer may declare necessary by reason of an emergency. The order of doing the work is subject to the review of the City. Prior to beginning construction, the Contractor shall submit to the City a detailed schedule showing the sequence and anticipated dates of all planting installation operations.

SECTION 109.2 PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received.

All planting installation shall occur in spring 2015 and shall be carried out at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress, and the time of completion being essential conditions of this Agreement.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday through Friday, unless approved by the Engineer in writing.

All plantings shall be installed per City of Madison Standard Specifications for Public Works Contracts unless otherwise defined in the Special Provisions of this contract.

SECTION 109.7 TIME OF COMPLETION

Tenney Park shall be completed by 6/1/2015. All other planting installation shall be completed in spring.

Spring planting for all plants shall start from the time frost is out of the ground to July 1st.

Care and maintenance of plants during the first growing season after installation in 2015 shall be incidental to cost of BID ITEMS 20900-20926. Landscape Maintenance for the second growing season shall be paid separately under BID ITEMS 90000-90008.

The first year growing season is defined as the time in 2015 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2016 from when frost is out of the ground, until the ground is frozen. Contract will be completed by December 1, 2016.

BID ITEM 20701-DETENTION BASIN SEEDING

DESCRIPTION

This work shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material at Yahara River Parkway (Yahara River at E. Main Street) at the location specified on the plans, in accordance with the City of Madison Standard Specifications for Public Works Construction Article 207. Seed mixture shall be native ecotypes as described per 207.2(a). No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

METHOD OF MEASUREMENT

Seeding shall be measured by the square yard.

BASIS OF PAYMENT

Detention Basin Seeding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description. Unless there is a significant change as determined by the Engineer, no payment shall be given for changes in quantities listed in proposal. The Contractor is responsible for repairing any existing lawn areas damaged by installation and/or watering and maintenance activities. No additional payment shall be authorized for existing lawn areas damaged by installation and/or watering and maintenance activities.

SECTION 209: TREES, SHRUBS, PERENNIALS AND GRASSES

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

209.4(a) General

All plantings shall be installed in spring.

Spring planting for all plants shall start from the time frost is out of the ground to July 1st.

Mobilization for construction and plant installation during first growing season shall be incidental to bid items 20900 – 20929.

Mobilization for drought watering shall be incidental to bid items 20971 - 20974.

Mobilization for the second growing season landscape maintenance shall be incidental to bid items 90000 - 90008.

209.6(b) Care

Care and maintenance of plants during the first growing season after installation in 2015 shall be incidental to cost of BID ITEMS 20900-20929. Landscape Maintenance for the second growing season shall be paid separately under BID ITEMS 90000-90008.

The first year growing season is defined as the time in 2015 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2016 from when frost is out of the ground, until the ground is frozen.

The Contractor shall properly care for all plants while the payment and performance bond remains in effect. Proper care of plants shall consist of watering, weeding, cultivating, pruning, spraying, securing of braces and guys, wrapping, re-mulching and other work as may be necessary to keep the plants in a neat appearance and in a healthy growing condition. No additional compensation shall be given to Contractors for watering related to dry conditions, except as specified in Subsection 209.6(c).

It shall be the Contractor's responsibility to thoroughly water and care for plants, especially during the ten (10) day period after initial planting. No additional compensation shall be given for watering during the first ten (10) days of initial planting, regardless of drought status.

In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer at any time. Should conditions require such waterings, the Contractor shall water within three (3) days of notification. The volume of each watering and intervals between waterings shall depend upon weather conditions and soil moisture. Contractor shall monitor weather and soil condition of each planting.

Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced by the Contractor must be replaced immediately in accordance with Subsection 209.4(k).

209.6(c) Guarantee

Plants shall be guaranteed for two growing seasons from the date of installation, until substantial completion is issued. Growing seasons are defined in Section 209.6(b) of these Special Provisions. At any time within the period of the guarantee, the Contractor shall replace any plant which, for any reason, has died or is in a dying condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired. Replacement shall include removal and repair of all affected work. The decision of the Engineer as to the necessity of replacing any plants shall be conclusive and binding on the Contractor. No more than two (2) replacements per plant shall be required.

BID ITEM 20971 – DROUGHT WATERING - COMMUNITY PARKS

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants in this contract at the following sites:

- Tenney Park (Beach House)

METHOD OF MEASUREMENT

Drought Watering – Community Parks shall be measured by unit price for additional watering visits necessary to thoroughly soak the root zones of all plants in this contract at the park sites listed above. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

BASIS OF PAYMENT

Drought Watering - Community Parks, shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must include photos of the watering with the date and time that each watering occurred.

BID ITEM 20972 – DROUGHT WATERING - NEIGHBORHOOD PARKS

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants in this contract at the following sites:

- Acewood Park
- Droster Park
- Linden Grove Park
- Westmorland Park

METHOD OF MEASUREMENT

Drought Watering – Neighborhood Parks shall be measured by unit price for additional watering visits necessary to thoroughly soak the root zones of all plants in this contract at the park sites listed above. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

BASIS OF PAYMENT

Drought Watering - Neighborhood Parks, shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must include photos of the watering with the date and time that each watering occurred.

BID ITEM 20973 – DROUGHT WATERING - CONSERVATION PARKS

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants in this contract the following sites:

- Yahara River Parkway (Yahara River at E. Main)

METHOD OF MEASUREMENT

Drought Watering – Conservation Parks shall be measured by unit price for additional watering visits necessary to thoroughly soak the root zones of all plants in this contract at the park sites listed above. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

BASIS OF PAYMENT

Drought Watering – Conservation Parks shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must include photos of the watering with the date and time that each watering occurred.

BID ITEM 20974 – DROUGHT WATERING – WATER UTILITY WELL SITES

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering in accordance with Article 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants in this contract the following sites:

- City of Madison Water Utility Well No.11 (102 Dempsey Road)
- City of Madison Water Utility Well No.16 (6706 Mineral Point Road)

METHOD OF MEASUREMENT

Drought Watering – Water Utility Well Sites shall be measured by unit price for additional watering visits necessary to thoroughly soak the root zones of all plants in this contract at the park sites listed above. The number of watering visits shall be defined such that one watering visit thoroughly waters all of the plants in this bid item, once.

BASIS OF PAYMENT

Drought Watering – Water Utility Well Sites shall be paid for at the contract unit price each, which shall be full compensation for furnishing, transporting and watering plants; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. In order to receive payment for drought watering, the Contractor must submit proof of watering for each watering. This proof must include photos of the watering with the date and time that each watering occurred.

BID ITEMS – 90000 - 90008 LANDSCAPE MAINTENANCE

DESCRIPTION

This work shall consist of maintenance of landscaping installed in this contract at all locations as identified in these plans during the second growing season and shall be paid under BID ITEMS 90000-90008. Care and maintenance of plants during the first growing season after installation shall be incidental to cost of BID ITEMS 20900-20929.

Mobilization for the second year is incidental to this bid item.

The first year growing season is defined as the time in 2015 from when plants are installed, until the ground is frozen. The second growing season is defined as the time beginning in 2016 from when frost is out of the ground, until the ground is frozen.

This work shall include furnishing all necessary materials and performing all necessary work such as weeding, watering, renewal pruning, the removal and placement of new mulch, support staking, fertilizing, dead-heading, shovel edging, rodent protection, disposing of surplus waste materials, and such work necessary or incidental thereto to complete the item in accordance with the plans, specifications and contract.

All care is to be in accordance with the plans and specifications of this contract and the City of Madison Standard Specifications for Public Works Construction. The Contractor shall have adequate experience and knowledge in the care of perennials, grasses, trees and shrubs.

A monthly inspection of all landscape areas shall be completed by the Contractor's licensed landscape architect or trained horticulturist. This is to assess work to be done and to locate problems which may have developed since the last inspection. The Contractor shall notify the Engineer 48 hours prior to inspection.

PRUNING

All plant material shall be inspected to determine need for pruning. Pruning shall be completed once each year in accordance with these specifications. All pruning shall be done at the appropriate time for each species. Pruning includes perennials, shrubs, low evergreen plantings and planted trees. All plant material shall be pruned in order to stimulate tight, natural growth. Remove dead and broken branches, sucker growth and bad crotches. Pruning should develop the natural form of each individual plant. Evergreen trees and shrubs shall be pruned ONLY with a hand pruner to assure conserving their natural form. In general, tools to be used should conform to accepted horticultural practices. When/where specified or directed by the Engineer, for all B&B or CG plant stock, pruning shall consist of removing only dead, damaged, or broken branching. Pruning shall be done so that the plant retains its natural form and leaving the central leader intact.

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

Pruning of perennials shall consist of removing the previous year's growth without damaging the new emerging growth and taking down finished perennials as required.

Prune trees and raise the canopy on all trees as specified by the Engineer.

All spireas shall be renewal pruned to within 4" – 8" of the ground in early spring or late fall.

All cuts shall be clean and debris removed from the site immediately.

MULCH

Mulched plant beds and mulch rings shall receive 3-4" of new shredded hardwood bark mulch by June 1, 2015. Prior to installing new mulch, existing mulch shall be removed and disposed offsite. Bark mulch shall be free of objectionable foreign material and in accordance with the Article 209 of the City of Madison Standard Specifications for Public Works Contracts. The Contractor is responsible for supplying mulch.

When applied, care should be taken to not damage plant material. Keep mulch away from stems of plants. The Contractor is responsible for such damage.

WEEDING AND DEAD-HEADING

Planting beds shall be kept weed free, primarily by hand weeding, on a weekly schedule. All flowerbeds shall be deadheaded on a weekly schedule as needed. Herbicides shall not be used on planting beds.

PEST AND DISEASE CONTROL

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 Engineer to determine course of action. The remediation work shall be done on a time & material basis upon approval of the Engineer. There will be no pesticide usage on bedding plants.

WATERING OF PLANT MATERIAL

All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition regardless of drought condition. Watering during drought conditions are incidental to this contract. The volume of water shall be enough to soak the root zone. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor. Section 209.5 (j) Drought Watering **does not apply** to landscape maintenance bid items.

DISPOSAL

Excess material such as mulch, plant, or organic debris as a result of landscape maintenance shall be removed from the site immediately. Excess material shall be disposed offsite at a location to be determined and provided by the Contractor at no extra cost.

METHOD OF MEASUREMENT

Landscape Maintenance shall be measured by lump sum for each individual site to maintain the landscape plantings during the second growing season.

BASIS OF PAYMENT

Landscape Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. **Landscape Maintenance shall be paid on a quarterly basis during the second growing season. The Contractor shall submit documentation showing proof of inspection with each payment request.**

BID ITEM 90009 – TRANSPLANT PLANTS

DESCRIPTION

This bid item shall include transplanting the existing 36 Hemerocallis 'Little Wine Cup' 14 Weigela florida 'Pink Poppett' located in a landscaping bed at the Tenney Park Beachhouse and planting them into the existing Tenney Park sign landscape bed along Sherman Avenue as shown on plans.

METHOD OF MEASUREMENT

Transplant Plants shall be measured lump sum for all work as necessary to transplant existing plants.

BASIS OF PAYMENT

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

BID ITEM 90010 – RECONSTRUCT LANDSCAPE BED

DESCRIPTION

This bid item shall include removal of the existing turfgrass and/or boulders, edging, mulch, weeds, and landscape fabric in preparation for new plants to be installed as shown on plans at Acewood, Droster, and Linden Grove Parks and Water Utility Well Nos 11, and 16. Existing native grasses and plants at Acewood, Droster and Linden Grove Parks shall be preserved. Herbicide shall not be used. Grubbing all existing vegetation located within the existing sign beds in order to establish sufficient soil condition to promote root establishment shall be incidental to this bid item, except at Tenney Park sign. At Tenney Park sign, the existing juniper shall be removed only and all other existing vegetation shall remain.

METHOD OF MEASUREMENT

Reconstruct Landscape Bed shall be per each individual project site for all work as necessary to reconstruct landscape bed as specified on the plans.

BASIS OF PAYMENT

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

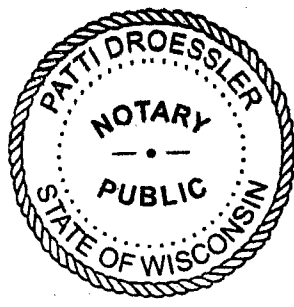
SECTION E: BIDDERS ACKNOWLEDGEMENT

**2015 SPRING PARKS DIVISION AND WATER UTILITY LANDSCAPING
CONTRACT NO. 7503**

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 - 2015 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Greener Valley Landscaping Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Greener Valley
SIGNATURE
Vice president
TITLE, IF ANY



Sworn and subscribed to before me this 21st day of March, 2015.
Patti Droessler

(Notary Public or other officer authorized to administer oaths)
My Commission Expires 11-1-2017
Bidders shall not add any conditions or qualifying statements to this Proposal.

SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

**2015 SPRING PARKS DIVISION AND WATER UTILITY LANDSCAPING
CONTRACT NO. 7503**

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

Disclosure of Ownership

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

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

Other Construction Business

Not Applicable <input checked="" type="checkbox"/>			
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.			
Print the Name of Authorized Officer <i>Brian Valley</i>			
Signature of Authorized Officer <i>Brian Valley</i>		Date Signed <i>3/25/15</i>	
Name of Corporation, Partnership or Sole Proprietorship <i>Greener Valley Landscaping Inc</i>			
Street Address or P O Box <i>1702 Highland Ave</i>	City <i>Janesville</i>	State <i>WI</i>	Zip Code <i>53545</i>

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

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

**2015 SPRING PARKS DIVISION AND WATER UTILITY LANDSCAPING
CONTRACT NO. 7503**

Best Value Contracting

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

None

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

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

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

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

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

2015 SPRING PARKS DIVISION & WATER UTILITY LANDSCAPING

CONTRACT NO. 7503

DATE: 3/27/15

**Greener Valley
Landscaping, Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
20701.0 - DETENTION BASIN SEEDING - SY	30.00	\$150.00	\$4,500.00
20900.0 - GINGKO ' PRINCETON SENTRY' - EA	1.00	\$600.00	\$600.00
20901.0 - MALUS 'PINK SPIRES' - EA	5.00	\$300.00	\$1,500.00
20902.0 - MALUS 'ROYAL RAINDROPS' - EA	2.00	\$300.00	\$600.00
20903.0 - PINUS RESINOSA - EA	1.00	\$350.00	\$350.00
20904.0 - TILIA TOMENTOSA 'STERLING SILVER' - EA	2.00	\$350.00	\$700.00
20905.0 - ARONIA 'AUTUMN MAGIC' - EA	4.00	\$250.00	\$1,000.00
20906.0 - CORNUS ALBA 'ELEGANTISSIMA' - EA	3.00	\$60.00	\$180.00
20907.0 - ILEX VERTICILATA 'JIM DANDY' - EA	3.00	\$90.00	\$270.00
20908.0 - ILEX VERTICILATA 'BERRY NICE' - EA	4.00	\$75.00	\$300.00
20909.0 - JUNIPERUS CONFERTA 'BLUE PACIFIC' - EA	1.00	\$175.00	\$175.00
20910.0 - SYMPHORICARPUS ALBUS - EA	3.00	\$65.00	\$195.00
20911.0 - THUJA OCCIDENTALIS 'LITTLE GIANT' - EA	1.00	\$200.00	\$200.00
20912.0 - ANDROPOGON GERARDII - EA	5.00	\$40.00	\$200.00
20913.0 - ASTER ASUREUS - EA	15.00	\$100.00	\$1,500.00
20914.0 - ECHINACEA 'POWWOW WILDBERRY' - EA	5.00	\$30.00	\$150.00
20915.0 - ECHINACEA PURPUREA - EA	101.00	\$30.00	\$3,030.00
20916.0 - ECHINACEA 'SUNSET' - EA	6.00	\$35.00	\$210.00
20917.0 - LAMIUM MACULATUM 'WHITE NANCY' - EA	5.00	\$35.00	\$175.00
20918.0 - PANICUM VIRGATUM 'HEAVY METAL' - EA	3.00	\$35.00	\$105.00
20919.0 - PARTHENOCISSUS VITACEA - EA	50.00	\$30.00	\$1,500.00
20920.0 - PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRES' - EA	20.00	\$30.00	\$600.00
20921.0 - POLYSTICHUM ASTROTICHOIDES - EA	8.00	\$30.00	\$240.00
20922.0 - RHUS AROMATICA 'GRO LO' - EA	3.00	\$65.00	\$195.00
20923.0 - RUDBECKIA FULGIDA VAR. SULLVANTII 'GOLDSTURM' - EA	7.00	\$30.00	\$210.00
20924.0 - RUDBECKIA HIRTA - EA	15.00	\$30.00	\$450.00
20925.0 - RUDBECKIA SUBTOMENTOSA - EA	50.00	\$30.00	\$1,500.00
20926.0 - SCHIZACHYRIUM SCOPARIUM 'THE BLUES' - EA	11.00	\$30.00	\$330.00
20927.0 - SOLIDAGO RIGIDA - EA	50.00	\$30.00	\$1,500.00
20928.0 - SPIRAEA JAPONICA 'MAGIC CARPET' - EA	4.00	\$50.00	\$200.00
20929.0 - SPOROBOLUS HETEROLEPIS - EA	4.00	\$50.00	\$200.00
20971.0 - DROUGHT WATERING - COMMUNITY PARKS - EA	1.00	\$50.00	\$50.00
20972.0 - DROUGHT WATERING - NEIGHBORHOOD PARKS - EA	1.00	\$50.00	\$50.00
20973.0 - DROUGHT WATERING - CONSERVATION PARKS - EA	1.00	\$50.00	\$50.00
20974.0 - DROUGHT WATERING - WATER UTILITY WELL SITES - EA	1.00	\$50.00	\$50.00
90000.0 - ACEWOOD PARK LANDSCAPE MAINTENANCE - LS	1.00	\$100.00	\$100.00
90001.0 - DROSTER PARK LANDSCAPE MAINTENANCE - LS	1.00	\$100.00	\$100.00
90002.0 - LINDEN GROVE PARK LANDSCAPE MAINTENANCE - LS	1.00	\$100.00	\$100.00

2015 SPRING PARKS DIVISION & WATER UTILITY LANDSCAPING

CONTRACT NO. 7503

DATE: 3/27/15

**Greener Valley
Landscaping, Inc.**

Item	Quantity	Price	Extension
90003.0 - NEWVILLE (KENNETH) PARK LANDSCAPE MAINTENANCE - LS	1.00	\$100.00	\$100.00
90004.0 - TENNEY PARK BEACH HOUSE LANDSCAPE MAINTENANCE - LS	1.00	\$100.00	\$100.00
90005.0 - WATER UTILITY WELL 11 LANDSCAPE MAINTENANCE - LS	1.00	\$100.00	\$100.00
90006.0 - WATER UTILITY WELL 16 LANDSCAPE MAINTENANCE - LS	1.00	\$100.00	\$100.00
90007.0 - WESTMORLAND PARK LANDSCAPE MAINTENANCE - LS	1.00	\$100.00	\$100.00
90008.0 - YAHARA RIVER AT E MAIN LANDSCAPE MAINTENANCE - LS	1.00	\$100.00	\$100.00
90009.0 - TRANSPLANT PLANTS - LS	1.00	\$700.00	\$700.00
90010.0 - RECONSTRUCT LANDSCAPE BED - EA	7.00	\$1,400.00	\$9,800.00
Totals			\$34,465.00

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Greener Valley Landscaping, Inc. (a corporation of the State of Wisconsin) (individual), (partnership), hereinafter referred to as the "Principal") and Granite Re. Inc., a corporation of the State of OK (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, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

2015 SPRING PARKS DIVISION AND WATER UTILITY LANDSCAPING CONTRACT NO. 7503

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

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

Seal Greener Valley Landscaping, Inc. 3/26/15
Principal Date

By: Brian Valley Brian Valley President

Granite Re. Inc.
Name of Surety

By: Robert Downey March 26, 2015
Robert Downey, Attorney-in-Fact Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2587534 for the year 2015, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

March 26, 2015
Date

J. Ryan Bonding, Inc.
Agent

2920 Enloe Street
Address

Hudson, WI 54016
City, State and Zip Code

800-535-0006
Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
26th day of MARCH, 20 15.





Kyle P. McDonald, Secretary/Treasurer

SECTION H: AGREEMENT

THIS AGREEMENT made this 22 day of April in the year Two Thousand and Fifteen between GREENER VALLEY LANDSCAPING, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted APRIL 21, 2015, 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:

2015 SPRING PARKS DIVISION & WATER UTILITY LANDSCAPING CONTRACT NO. 7503

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 THIRTY-FOUR THOUSAND FOUR HUNDRED SIXTY-FIVE (\$34,465.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

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

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

6. 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.



2015 SPRING PARKS DIVISION & WATER UTILITY LANDSCAPING
CONTRACT NO. 7503

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

Countersigned:

GREENER VALLEY LANDSCAPING, INC.

Margaret Smarz Date
Witness
Julio Valley Date

Company Name
Greener Valley 4/21/15
President Date
Jennifer Valley 4/21/15
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

David L. Schmidt
Finance Director

Neil P. My
City Attorney

Signed this 19th day of May, 20 15

Ben
Witness

Paul 5-19-15
Mayor Date

Jan Tretor-Schmitz
Witness

Eric A. Christie FOR 4-27-15
City Clerk Date



SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we GREENER VALLEY LANDSCAPING, INC. as principal, and Granite Re, Inc. Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of THIRTY-FOUR THOUSAND FOUR HUNDRED SIXTY-FIVE (\$34,465.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

2015 SPRING PARKS DIVISION & WATER UTILITY LANDSCAPING
CONTRACT NO. 7503

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 22nd day of April, 2015

Countersigned:

Margaret Smarz
Witness

Jennifer Wall
Secretary

Approved as to form:

Neil P. My
City Attorney

GREENER VALLEY LANDSCAPING, INC.
Company Name (Principal)

Be Velly
President Seal

Granite Re, Inc.

Surety Seal

Salary Employee Commission

By Robert Downey
Attorney-in-Fact Robert Downey

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2587534 for the year 2015, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

04/22/2015

Date

Robert Downey
Agent Signature Robert Downey

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

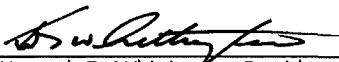
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

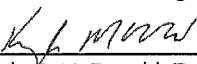
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public

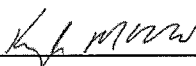
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 27 day of APRIL, 2014.





Kyle P. McDonald, Secretary/Treasurer



SECTION J: PREVAILING WAGE RATES

Not Applicable

SHEETS

- L-1 ACEWOOD PARK
- L-2 DROSTER PARK
- L-3 LINDEN GROVE PARK
- L-4 KENNETH NEWVILLE PARK
- L-5 WATER UTILITY WELL 11
- L-6 WATER UTILITY WELL 16
- L-7 WESTMORLAND PARK
- L-8 YAHARA RIVER PARKWAY (YAHARA RIVER AT E.MAIN)
- L-9 TENNEY PARK (BEACH HOUSE)

**2015 SPRING PARKS DIVISION &
WATER UTILITY LANDSCAPING**
CITY OF MADISON PARKS DIVISION
DEPARTMENT OF PUBLIC WORKS

City of Madison
Department of Public Works
PARKS DIVISION
*City-County Building, Suite 104
210 Martin Luther King, Jr. Blvd.
PO Box 2987
Madison, WI 53701-2987*



PROJECT:
*2015 SPRING PARKS
DIVISION & WATER
UTILITY LANDSCAPING*

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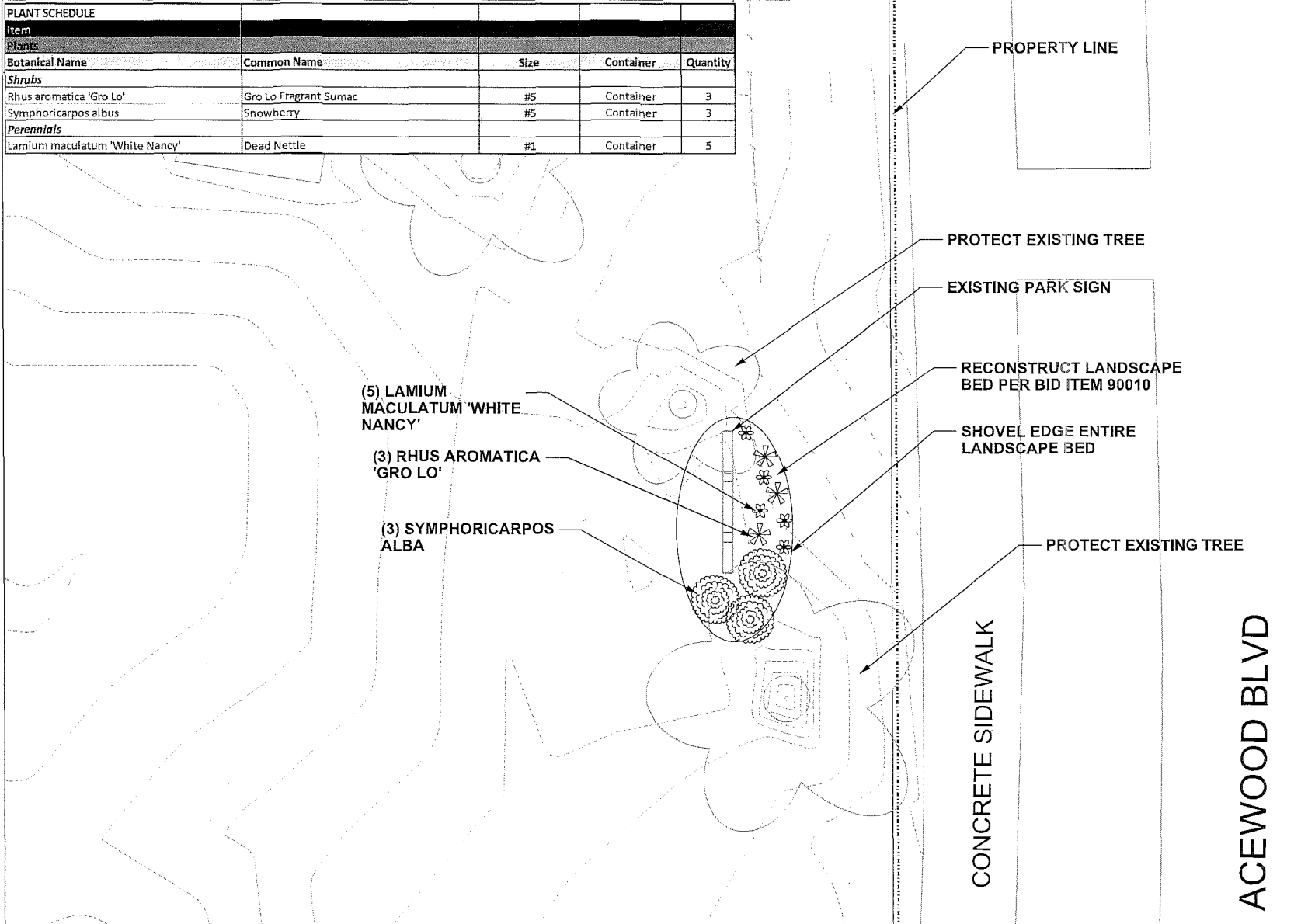
ITEM	DATE
Drawn by: <i>KK</i>	03-13-2015
Approved by:	xx-xx-xxxx

PUBLIC WORKS PROJECT #:
7503

SHEET TITLE:
LANDSCAPE PLANS

SHEET NUMBER:
COVER SHEET

PLANT SCHEDULE				
Item				
Plants				
Botanical Name	Common Name	Size	Container	Quantity
Shrubs				
Rhus aromatica 'Gro Lo'	Gro Lo Fragrant Sumac	#5	Container	3
Symphoricarpos albus	Snowberry	#5	Container	3
Perennials				
Lamium maculatum 'White Nancy'	Dead Nettle	#1	Container	5



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play
MADISON PARKS

Graphical Scale
 0 5 ft N

PROJECT:
 2015 SPRING PARKS
 DIVISION & WATER
 UTILITY
 LANDSCAPING
 CONTRACT

ACEWOOD PARK
 1402 ACEWOOD BLVD
 MADISON, WI 53716

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: <i>ax</i>	09-13-2015
Approved by: _____	<i>ax-xx-xxxx</i>

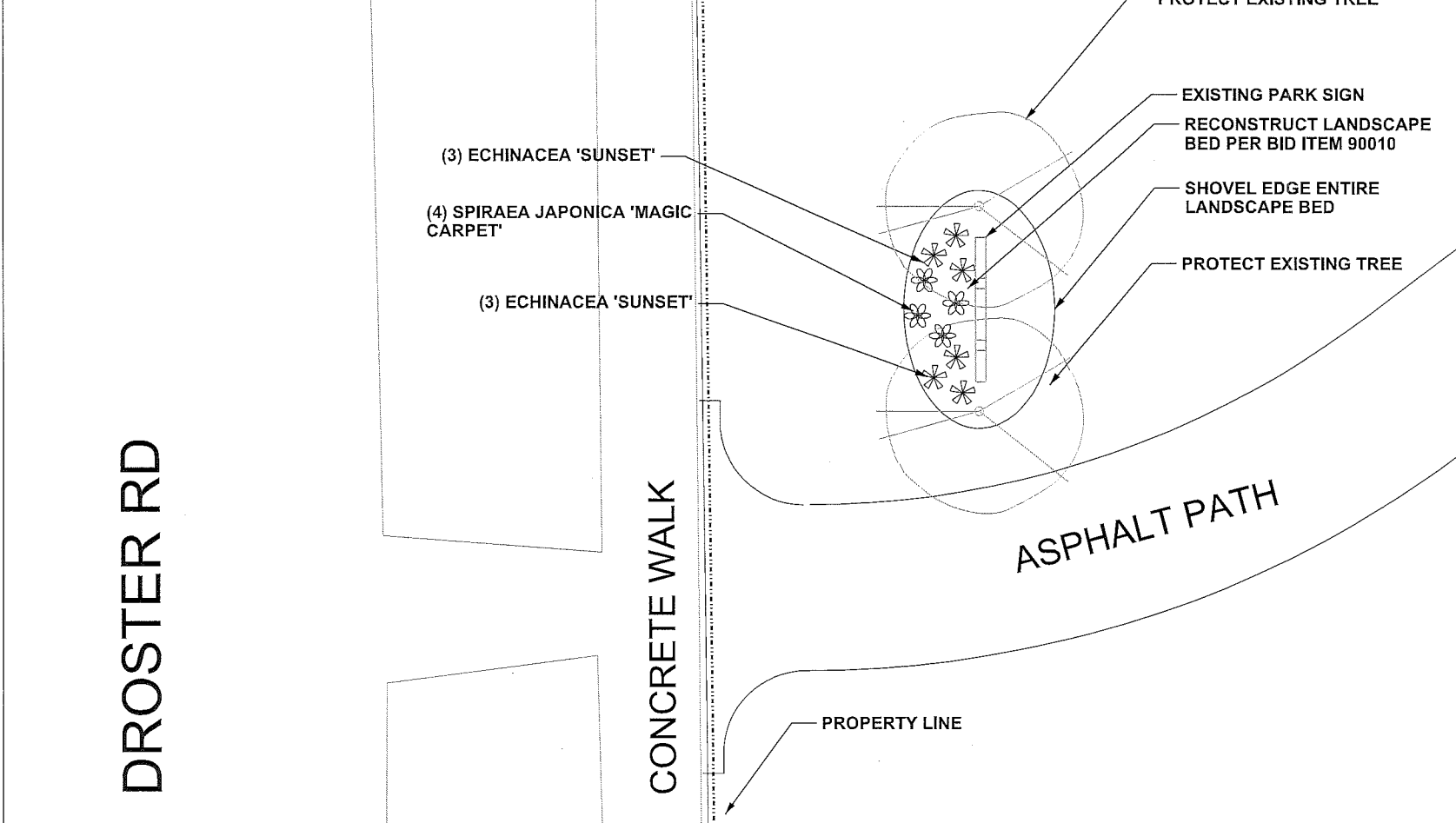
PUBLIC WORKS PROJECT #:
7503

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-1

M:\Maps\parks\Acewood\Park Sign\2015_Spring Parks Landscaping.dgn

PLANT SCHEDULE				
Item				
Plants				
Botanical Name	Common Name	Size	Container	Quantity
Perennials				
Echinacea 'Sunset'	Sunset Coneflower	#1	Container	6
Shrubs				
Spiraea japonica 'Magic Carpet'	Magic Carpet Spiraea	#3	Container	4



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PROJECT:
 2015 SPRING PARKS
 DIVISION & WATER
 UTILITY LANDSCAPING
 CONTRACT

DROSTER PARK
 1429 DROSTER RD
 MADISON, WI 53714

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: KK	02-13-2015
Approved by:	xx-xx-xxxx

PUBLIC WORKS PROJECT #:
 7503

SHEET TITLE:
 LANDSCAPE PLAN

SHEET NUMBER:
L-2

WHEELER ROAD

SHOVEL EDGE ENTIRE
LANDSCAPE BED
RECONSTRUCT LANDSCAPE
BED PER BID ITEM 90010

(3) ECHINACEA PURPUREA

(3) SCHIZACHYRIUM
SCOPARIUM 'THE BLUES'

SHOVEL EDGE ENTIRE
LANDSCAPE BED

(7) RUDBECKIA
SUBTOMENTOSA

(3) ECHINACEA PURPUREA

(3) SCHIZACHYRIUM
SCOPARIUM 'THE BLUES'

PROTECT EXISTING PARK
SIGN

(7) RUDBECKIA
FULGIDA VAR.
SULLVANTII
'GOLDSTURM'

(3) ECHINACEA
PURPUREA

(3) SCHIZACHYRIUM
SCOPARIUM 'THE
BLUES'

Graphical Scale
0 5 ft

PROTECT EXISTING
PARK SIGN

(3) ECHINACEA PURPUREA

(3) SCHIZACHYRIUM
SCOPARIUM 'THE BLUES'

(1) PINUS RESINOSA

(2) TILIA TOMENTOSA
'STERLING SILVER'

EX. PARKING LOT

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Graphical Scale
0 30 ft



PROJECTS:
*2015 SPRING PARKS
DIVISION & WATER
UTILITY LANDSCAPING
CONTRACT*

*LINDEN GROVE PARK
1617 WHEELER ROAD
MADISON, WI 53704*

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ITEM DATE
Drawn by: *KK* 03-13-2015
Approved by: *AK/ST/MSK*

PUBLIC WORKS PROJECT #:
7503

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-3

PLANT SCHEDULE					
Item					
Plants					
Botanical Name	Common Name	Size	Container	Quantity	
Trees					
Pinus resinosa	Red Pine	5' Ht.	B&B	1	
Tilia tomentosa 'Sterling Silver'	Sterling Silver Linden	2" Cal.	B&B	2	
Perennials & Grasses					
Echinacea purpurea	Purple Coneflower	#1	Container	6	
Rudbeckia fulgida var. sullvanti	Goldsturm Black-eyed Susan	#1	Container	7	
Schizachyrium scoparium 'The Blues'	The Blues Little Bluestem	#1	Container	6	

PLANT SCHEDULE				
Item				
Plants				
Botanical Name	Common Name	Size	Container	Quantity
Trees				
Malus 'Pink Spires'	Pink Spires Crabapple	2" Cal.	B&B	2

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 0 20 ft N

PROJECT:
 2015 SPRING PARKS
 DIVISION & WATER
 UTILITY
 LANDSCAPING
 CONTRACT

KENNETH NEWVILLE
 PARK
 1867 BELD ST
 MADISON, WI 53713

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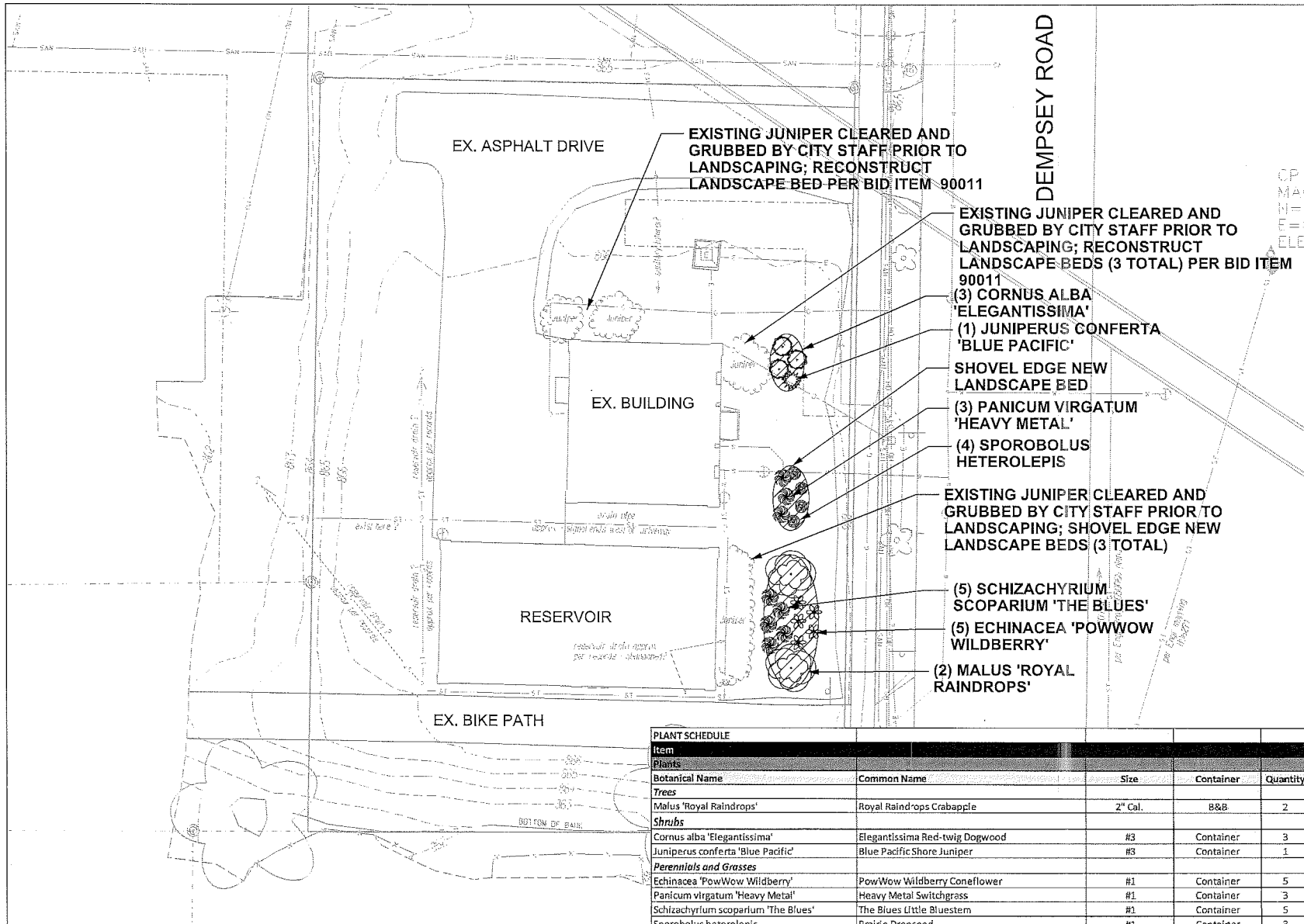
ITEM DATE
 Drawn by: 09-13-2015
 Approved by: xx-xx-xxxx

PUBLIC WORKS PROJECT #:
 7503

SHEET TITLE:
 LANDSCAPE PLAN

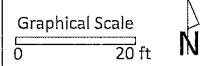
SHEET NUMBER:
L-4





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PROJECT: **2015 SPRING
 PARKS DIVISION
 & WATER
 UTILITY
 LANDSCAPING**

**WATER UTILITY WELL NO. 11
 102 DEMPSEY RD
 MADISON, WI 53714**

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Drawn by:	03-13-2015
Approved by:	xx-xx-xxxx

PUBLIC WORKS PROJECT #:
7503

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-5

PLANT SCHEDULE					
Item	Botanical Name	Common Name	Size	Container	Quantity
Plants					
Trees					
	Malus 'Royal Raindrops'	Royal Raindrops Crabapple	2" Cal.	B&B	2
Shrubs					
	Cornus alba 'Elegantissima'	Elegantissima Red-twig Dogwood	#3	Container	3
	Juniperus conferta 'Blue Pacific'	Blue Pacific Shore Juniper	#3	Container	1
Perennials and Grasses					
	Echinacea 'PowWow Wildberry'	PowWow Wildberry Coneflower	#1	Container	5
	Panicum virgatum 'Heavy Metal'	Heavy Metal Switchgrass	#1	Container	3
	Schizachyrium scoparium 'The Blues'	The Blues Little Bluestem	#1	Container	5
	Sporobolus heterolepis	Prairie Dropseed	#1	Container	3

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Graphical Scale
 0 20 ft



PROJECT:
 2015 SPRING PARKS
 DIVISION & WATER
 UTILITY LANDSCAPING
 CONTRACT

WATER UTILITY WELL NO. 16
 6706 MINERAL POINT RD
 MADISON, WI 53705

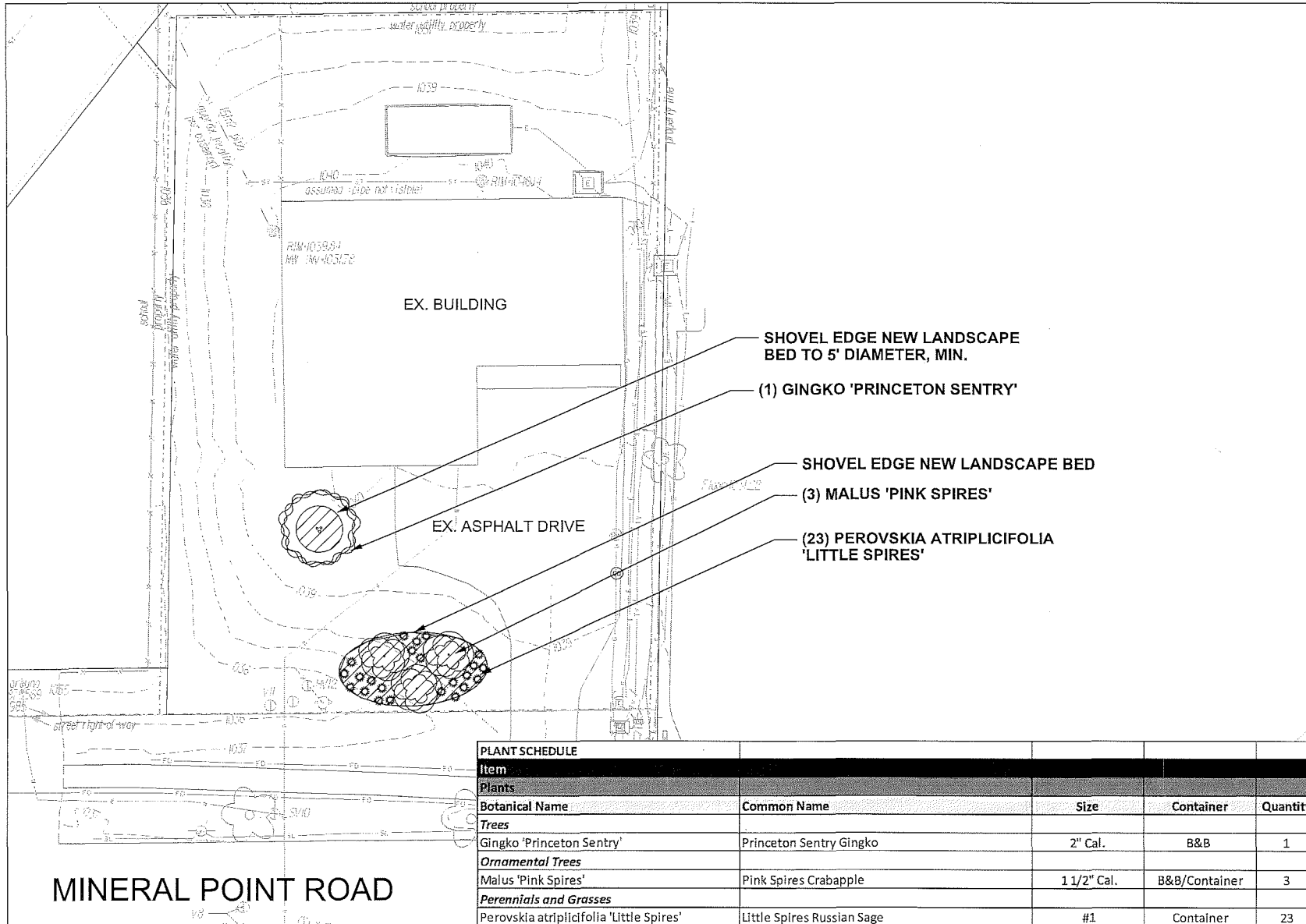
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ITEM DATE
 Drawn by: 03-13-2015
 Approved by: xx-xx-xx

PUBLIC WORKS PROJECT #:
 7503

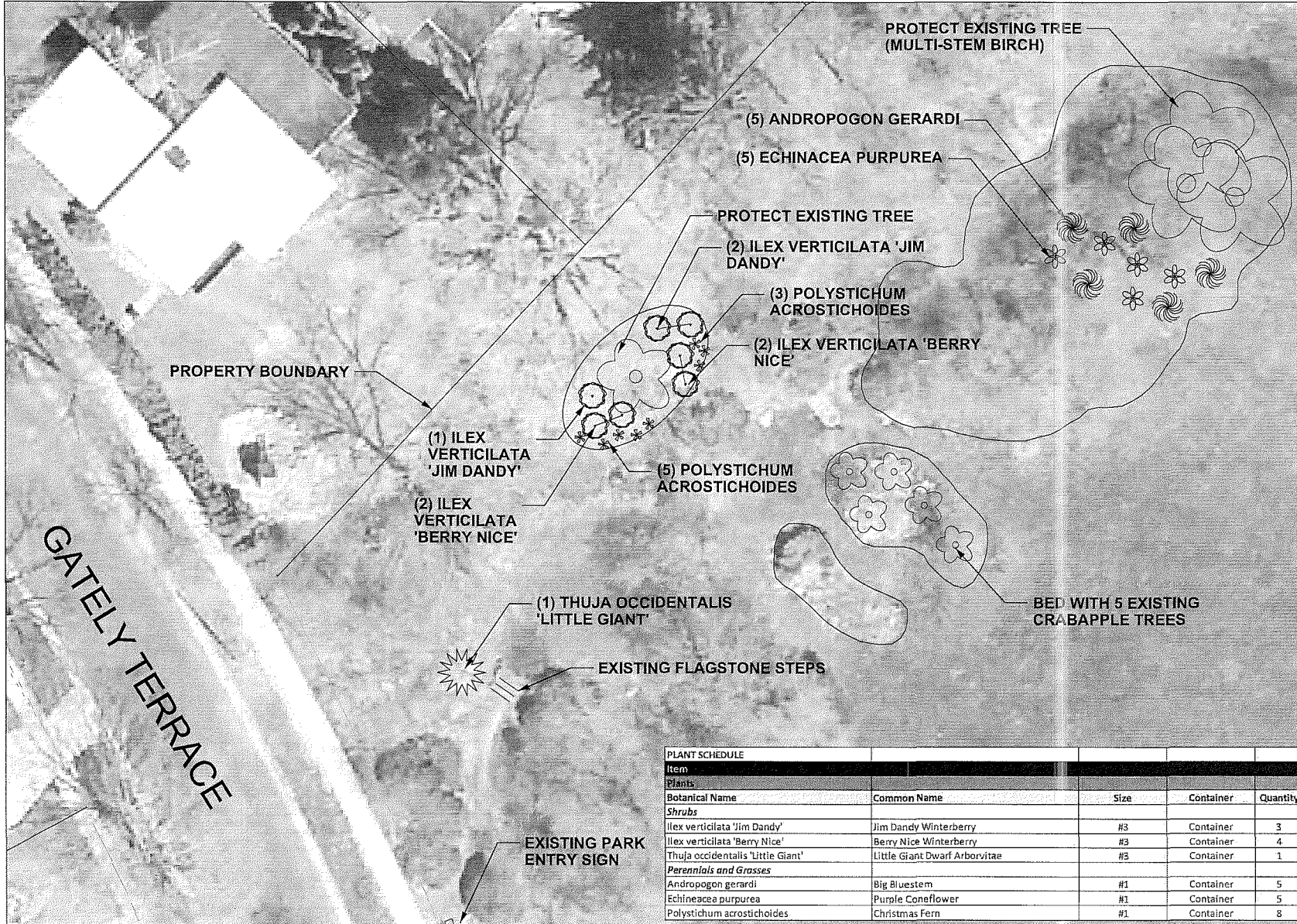
SHEET TITLE:
 LANDSCAPE PLAN

SHEET NUMBER:
L-6



PLANT SCHEDULE				
Item				
Plants				
Botanical Name	Common Name	Size	Container	Quantity
Trees				
Ginkgo 'Princeton Sentry'	Princeton Sentry Ginkgo	2" Cal.	B&B	1
Ornamental Trees				
Malus 'Pink Spires'	Pink Spires Crabapple	1 1/2" Cal.	B&B/Container	3
Perennials and Grasses				
Perovskia atriplicifolia 'Little Spires'	Little Spires Russian Sage	#1	Container	23

MINERAL POINT ROAD



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 0 20 ft

PROJECT: **2015 SPRING
 PARKS DIVISION
 & WATER
 UTILITY
 LANDSCAPING
 CONTRACT**

**WESTMORLAND PARK
 4114 TOKAY BLVD
 MADISON, WI 53711**

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ITEM: DATE
 Drawn by: 03-13-2015
 Approved by: xx-xx-xxxx

PUBLIC WORKS PROJECT #:
7503

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-7

PLANT SCHEDULE				
Item				
Plants				
Botanical Name	Common Name	Size	Container	Quantity
Shrubs				
Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	#3	Container	3
Ilex verticillata 'Berry Nice'	Berry Nice Winterberry	#3	Container	4
Thuja occidentalis 'Little Giant'	Little Giant Dwarf Arborvitae	#3	Container	1
Perennials and Grasses				
Andropogon gerardi	Big Bluestem	#1	Container	5
Echinacea purpurea	Purple Coneflower	#1	Container	5
Polystichum acrostichoides	Christmas Fern	#1	Container	8

PLANT SCHEDULE				
Item				
Plants				
Botanical Name	Common Name	Size	Container	Quantity
<i>Perennials and Grasses</i>				
Echinacea purpurea	Purple Coneflower	#1	Cont.	75
Parthenocissus vitacea	False Virginia Creeper	#1	Cont.	50
Rudbeckia subtomentosa	Sweet Coneflower	#1	Cont.	50
Solidago rigida	Stiff Goldenrod	#1	Cont.	50



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PROJECT:
 2015 SPRING PARKS
 DIVISION AND WATER
 UTILITY LANDSCAPING
 CONTRACT

YAHARA PARKWAY
 1804 EAST MAIN
 MADISON, WI 53703

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ITEM	DATE
Drawn by: KK	03-13-2015
Approved by:	SP-03-XXXX

PUBLIC WORKS PROJECT #:
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SHEET TITLE:
 LANDSCAPE PLAN

SHEET NUMBER:
L-8

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PROJECT: 2015 SPRING
 PARKS DIVISION
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 UTILITY
 LANDSCAPING

TENNEY PARK
 1414 E JOHNSON
 MADISON, WI 53703

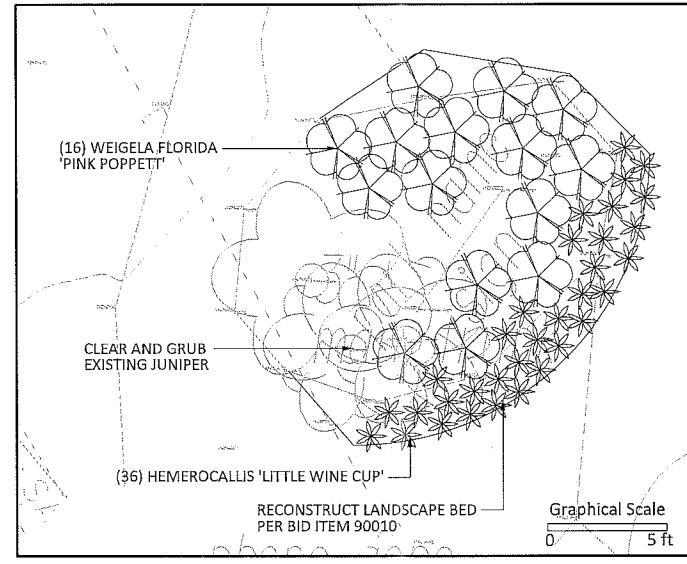
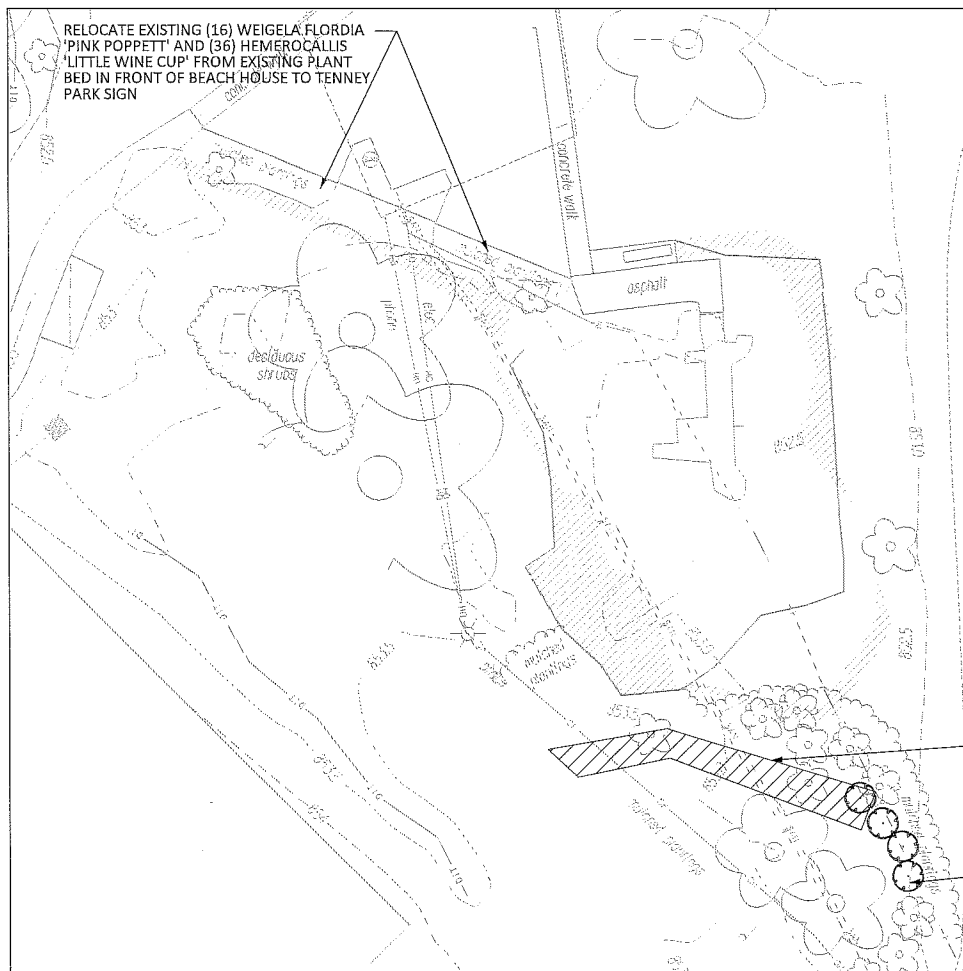
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ITEM:	DATE:
Drawn by:	02-20-2015
Approved by:	20-00-0000

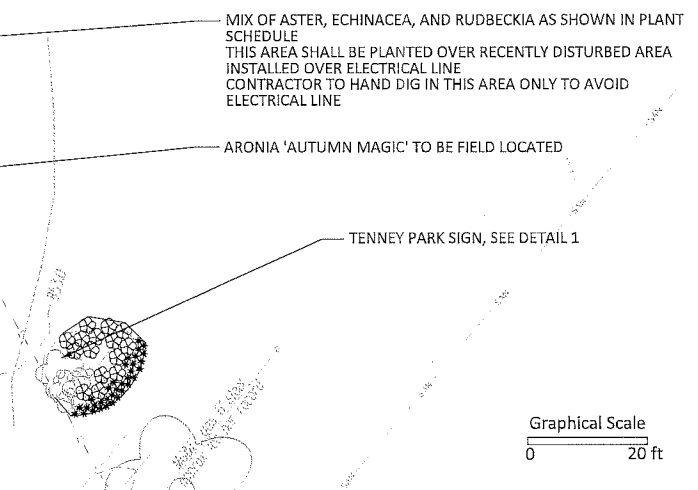
PUBLIC WORKS PROJECT #:
7503

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-9



DETAIL 1



PLANT SCHEDULE				
Item				
Plants				
Botanical Name	Common Name	Size	Container	Quantity
Shrubs				
Aronia 'Autumn Magic'	Autumn Magic Aronia	#2	Container	4
Perennials & Grasses				
Aster azureus	Sky Blue Aster	#1	Container	15
Echinacea purpurea	Purple Coneflower	#1	Container	15
Rudbeckia hirta	Black eyed Susan	#1	Container	15