

Contract Routing Form

ROUTING: Routine

printed on: 03/17/2017

Contract between: Tallgrass Restoration LLC
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: 2017 Parks Division Rain Garden Management

Contract No.: 7887
 Enactment No.: RES-17-00196
 Dollar Amount: 22,960.39

File No.: 46158
 Enactment Date: 03/10/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-17-2017	3-17-2017
Director of Civil Rights	3.17.17	4.24.17 FNS
Risk Manager	4/25/17	4/25/17 RN
Finance Director	4/25/17	4/26/17 MCR
City Attorney	518 4-28-17	4-28-17
Mayor	4.28.17	5.01.2017
FINANCE-SCANNING	05-01-2017	05-01-2017

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

Original + 2 Copies

03/17/2017 09:29:19 enknb - Kate Kane- 608.261.9671

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 22,960.39
 AA Plan: ~~EXPIRED~~ Receiving Today
 Amendment / Addendum # N/A
 Type: POS / Dylp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 46158 **Version:** 1 **Name:** Awarding Public Works Contract No. 7887, 2017 Parks Division Rain Garden Management.

Type: Resolution **Status:** Passed

File created: 2/15/2017 **In control:** BOARD OF PUBLIC WORKS

On agenda: 3/7/2017 **Final action:** 3/7/2017

Enactment date: 3/10/2017 **Enactment #:** RES-17-00196

Title: Awarding Public Works Contract No. 7887, 2017 Parks Division Rain Garden Management.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7887.pdf

Date	Ver.	Action By	Action	Result
3/7/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
2/22/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	
2/15/2017	1	Engineering Division	Refer	

In the adopted 2017 Capital Budget the Parks Division has budgeted \$1,290,000 for improvements to Madison's Community, Neighborhood, and Mini Parks under the Park Land Improvements program (MUNIS 17421). This program has sufficient funding for the proposed work in this resolution. Funding is provided by a combination of GO borrowing, Impact Fees, and Private Contribution/Donations. The proposed resolution approves the contracts for the 2017 Parks Division Rain Garden Management at a cost of \$22,960.39.

Budget authority is available in the Acct. Nos. 17315-51-200: 54250 (98852) \$22,960.39, 100% Awarding Public Works Contract No. 7887, 2017 Parks Division Rain Garden Management.

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. 7887) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7887
2017 PARKS DIVISION RAIN GARDEN MANAGEMENT

TALLGRASS RESTORATION, LLC

\$22,960.39

Acct. No. 17315-51-200:54250(98852)	\$10,960.39
Contingency 8%±	<u>1,839.61</u>
Sub-Total	\$12,800.00

Acct. No. 17315-51-200-012410:54250(98852)	\$12,000.00
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GRAND TOTAL	<u>\$24,800.00</u>
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Name: LOOKER, TODD J

NPN: 6497947

Domicile State: Wisconsin

Domicile Country: United States

Resident? Yes

Business Address: MILWAUKEE, WI 53226

Company Name	FEIN	NAIC CoCode	License Type	Line of Authority	Appointment		Appointment	
					Date	Effective Date	Expiration Date	
Transportation Insurance Company	36-1877247	20494	Intermediary (Agent) Individual	Casualty	9/23/1997	3/1/2017	2/28/2018	
Transportation Insurance Company	36-1877247	20494	Intermediary (Agent) Individual	Property	9/23/1997	3/1/2017	2/28/2018	
American Contractors Indemnity Company	95-4290651	10216	Intermediary (Agent) Individual	Casualty	1/13/2017	3/1/2018	2/28/2018	
American Contractors Indemnity Company	95-4290651	10216	Intermediary (Agent) Individual	Property	1/13/2017	3/1/2018	2/28/2018	
Travelers Casualty and Surety Company of America	06-0907370	31194	Intermediary (Agent) Individual	Casualty	1/30/1996	3/1/2017	2/28/2018	
Travelers Casualty and Surety Company of America	06-0907370	31194	Intermediary (Agent) Individual	Property	1/30/1996	3/1/2017	2/28/2018	
Travelers Casualty Insurance Company of America	06-0876835	19046	Intermediary (Agent) Individual	Casualty	12/11/2007	3/1/2017	2/28/2018	
Travelers Casualty Insurance Company of America	06-0876835	19046	Intermediary (Agent) Individual	Property	12/11/2007	3/1/2017	2/28/2018	

\$22,960.39
FILE

BID OF TALLGRASS RESTORATION, LLC

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2017 PARKS DIVISION RAIN GARDEN MANAGEMENT

CONTRACT NO. 7887

MUNIS NO. 17315-51-200

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 7, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

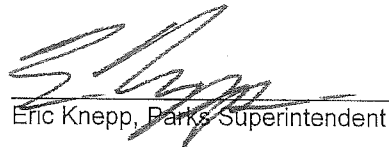
**2017 PARKS DIVISION RAIN GARDEN MANAGEMENT
CONTRACT NO. 7887**

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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: KK

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:	2017 PARKS DIVISION RAIN GARDEN MANAGEMENT
CONTRACT NO.:	7887
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	02-03-2017
BID SUBMISSION (1:00 P.M.)	02-10-2017
BID OPEN (1:30 P.M.)	02-10-2017
PUBLISHED IN WSJ	01-20-2017, 01-27-2017 & 02-03-2017

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 - 2016 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.

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.

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

- 201 ☐ Asphalt Paving
205 ☐ Blasting
210 ☐ Boring/Pipe Jacking
215 ☐ Concrete Paving
220 ☐ Con. Sidewalk/Curb & Gutter/Misc. Flat Work
221 ☐ Concrete Bases and Other Concrete Work
222 ☐ Concrete Removal
225 ☐ Dredging
230 ☐ Fencing
235 ☐ Fiber Optic Cable/Conduit Installation
240 ☐ Grading and Earthwork
241 ☐ Horizontal Saw Cutting of Sidewalk
242 ☐ Infrared Seamless Patching
245 ☐ Landscaping, Maintenance
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 Ecological Restoration

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 D: SPECIAL PROVISIONS

2017 PARKS DIVISION RAIN GARDEN MANAGEMENT CONTRACT NO. 7887

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 102.1: PREQUALIFICATION OF BIDDERS

The work associated with the installation and maintenance of native landscaping has necessitated a new prequalification category:

399 – Ecological Restoration

The Contractor shall be pre-qualified under this new category to bid on this project. The contract shall be awarded to the lowest responsible bidder that meets the requirements of category 399. Contractors interested in pre-qualifying for category 399 shall complete and submit the Contractors Prequalification Application and Affirmative Action Plan packet along with the materials required in Attachment 1 as soon as possible, but **no later than 1:00 PM on Friday, February 3, 2017** to be considered for PW Contract 7887 2017 Parks Division Rain Garden Management.

Submit Pre-qualification packet to:
City of Madison Engineering Division
Attn: Johanna Johnson
210 Martin Luther King Jr. Blvd., Room 115
Madison, WI 53701

To ensure properly completed application, please contact the City Engineering Division at (608) 264-9274 prior to submission of the pre-qualification packet. Note that when using category #399, this category is designated for "Other". The Contractor will need to write in "Ecological Restoration" in the space just after the work "Other", when submitting the packet.

Attachment 1, at the end of this section, contains a detailed list of submission requirements to obtain prequalification under #399.

If the Contractor does not submit this form with their bid, and they are deemed the lowest bidder, they will have one business day to submit this information to Kate Kane, City of Madison Parks Division, City-County Building, Room 104, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

If the Contractor fails to provide this form within the guidelines described above the Contractor's proposal will be considered non-responsive.

Prospective bidders can also download the prequalification forms from the City's website:
<http://www.cityofmadison.com/business/pw/forms.cfm>

Questions relating to prequalification applications may be directed to Johanna Johnson, City Engineering Division by phone at (608) 264-9274, or email jjohnson@cityofmadison.com.

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 \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 103.5 PAYMENT AND PERFORMANCE BOND

The Contractor shall file with the City prior to the time of execution of the contract a Payment and Performance Bond on the prescribed form in the full amount of the contract price as security for the payment of all persons supplying labor, services, and materials for the execution of the work and the faithful performance of the contract. The bond shall remain in effect until the date of the Certificate of Substantial Completion. Substantial Completion shall be issued at the end of the 2018 growing season on December 1, 2018. The surety furnishing this bond shall have a sound financial standing, a record of service satisfactory to the City, and shall be authorized to do business in the State of Wisconsin.

SECTION 104 SCOPE OF WORK

This project consists of weeding and/or applying herbicide and/or invasive species removal and providing plugs for native plantings and maintenance at three (3) City of Madison park rain garden sites including: Door Creek Park, James Madison Park (at two locations) and Walnut Grove Park.

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 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

Any increases or decreases in plants or brushing shall be measured by the Contractor and verified by the Engineer.

SECTION 105.7: CONTRACT DOCUMENTS

The Contractor shall submit the following documents prior to beginning work on any of the associated activities. Once approved by the Engineer, these submittals shall be considered contract documents, to which the Contractor shall adhere. Additional submittal requirements are listed within Article descriptions or individual bid items.

- CONSTRUCTION ACTIVITIES AND MAINTENANCE SCHEDULE (ARTICLE 105.13)
- BRUSHING AND HERBICIDE SUBMITTAL (BID ITEMS 90000 & 90002-90005)

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION

The Contractor will be responsible for staking out layout for all native planting locations at all parks to complete the work for this Contract. Any questions regarding the layout and staking of this project should be directed to Kate Kane at the Parks Division at 261-9671.

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. 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 City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)266-6674 / fax (608)267-1162).

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 any portion of the work 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 and maintenance schedules.

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 2017 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

Planting installation shall be completed in 2017. Planting sites at James Madison Park – Parking Lot and Walnut Grove Park will first require the removal of invasive vegetation and repeat treatment by herbicide of existing non-native/invasive vegetation and/or established turfgrass prior to planting. Unless otherwise determined by the Engineer following field inspection of the planting areas for sufficient die-back of non-native vegetation, planting at these sites will occur in fall 2017.

Commencement of herbicide applications shall be at the discretion of the Contractor and may vary per site and per treatment required. Prior to beginning herbicide applications, the Contractor

Fall planting for grass and perennial plugs at James Madison Park – Parking Lot and Walnut Grove Park shall be from August 15 to October 15, 2017.

Contract will be completed by December 1, 2018.

SECTION 109.14: MOBILIZATION

Mobilization for all activities is incidental to the corresponding bid item. Mobilization will not be paid separately.

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

Fall planting for grass and perennial plugs shall be from August 15 to October 15, 2017.

209.6(b) Care

Care and maintenance of plants during the first growing season after installation in 2017 shall be incidental to cost of BID ITEMS 20900-20923. Landscape Care and Maintenance for the second growing season shall be paid separately under BID ITEMS 90007-90008.

The first year growing season is defined as the time in 2017 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2018 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, spraying, 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.

Recognizing that installation of forbs and grasses typically involves a lower survivability, the Contractor shall be responsible for ensuring that approximately 75% of the total number of installed forbs and grasses are flourishing by the end of the 2018 growing season.

BID ITEM 20900-20924 – PRAIRIE PLANTS

DESCRIPTION

This bid item shall include all necessary work, labor and incidentals required to install plants in accordance with the City of Madison Standard Specifications for Public Works Contract and as outlined in this bid item and Section 209 of this contract.

All plants shall be installed from approximately 2 ½"D x 2 ½"W x 4"H containers.

Prairie plants shall be installed at 1.5' O.C.

Plants shall be installed so that the top (crowns) stems shall be set at grade. Mulch shall be applied around the immediate area around the plug. Mulch shall be clean straw or marsh hay that is well-seasoned, and free of rot, mildew and seeds of noxious weeds. Installation of mulch is incidental to this bid item.

PLANT SCHEDULE			
Item			
Plants			
Botanical Name	Common Name	Size	Quantity
Forbs			
Agastache foeniculum	Anise Hyssop	2" plug	195
Asclepias incarnata	Rose Milkweed	2" plug	195
Bouteloua curtipendula	Side-oats Grama	2" plug	160
Dalea purpurea	Purple Prairie Clover	2" plug	180
Echinacea purpurea	Purple Coneflower	2" plug	205
Echinacea pallida	Pale purple coneflower	2" plug	170
Eupatorium maculatum	Joe Pye Weed	2" plug	85
Gentiana andrewsii	Bottle Gentian	2" plug	180
Koeleria macrantha	Prairie Junegrass	2" plug	160
Liatris pycnostachya	Prairie Blazingstar	2" plug	160
Monarda fistulosa	Wild Bergamot	2" plug	200
Penstemon digitalis	Foxglove Beardtongue	2" plug	170
Pycnthemum virginianum	Mountain Mint	2" plug	215
Rudbeckia hirta	Black-eyed Susan	2" plug	215
Rudbeckia triloba	Brown-eyed Susan	2" plug	180
Schizachyrium scoparium	Little Bluestem	2" plug	215
Solidago riddelli	Riddell's Goldenrod	2" plug	220
Solidago speciosa	Showy Goldenrod	2" plug	195
Symphotrichum novae-angliae	New England Aster	2" plug	195
Verbena hastata	Blue Vervain	2" plug	180
Vernonia fasciculata	Ironweed	2" plug	275
Zizia aurea	Golden Alexanders	2" plug	180
Sedges, Rushes and Bur Reeds			
Carex hystericina	Porcupine Sedge	2" plug	85
Carex vulpinoidea	Fox Sedge	2" plug	85

METHOD OF MEASUREMENT

Prairie Plants shall be measured per each individual plant and have been measured based on the plan quantity assuming plant spacing at 1.5' O.C. For purposes of developing this proposal, quantities do not account for specific site conditions. It is the Contractor's responsibility to install species at appropriate locations based on soil moisture, water depth, hours of sun, etc. Additionally, it is the Contractor's responsibility to notify the Engineer if plant species and quantities need to be adjusted based on site specific conditions and principles of Ecological Restoration.

BASIS OF PAYMENT

Prairie 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 20970 – DROUGHT WATERING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, and incidentals required to provide drought watering during the 2017 growing season 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:

- James Madison Park – Parking Lot
- Walnut Grove Park

METHOD OF MEASUREMENT

Drought Watering 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 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 site. This proof must include labeled photos of the watering with the date, time and location for each watering along with notification to the project manager.

BID ITEM 90000 – BRUSHING – DOOR CREEK PARK

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove woody plants within the basin and inlet area within the rain garden at Door Creek Park including but not limited to mulberry, dogwood and willow, and removal of invasive herbaceous plants in the surrounding basin area and including but not limited to cattails, reed canary grass and cordgrass. This bid item applies only to removal of existing woody and invasive herbaceous vegetation in 2017. Removal of regrowth of invasive herbaceous vegetation in the 2018 growing season shall be covered separately under Bid Item #90006 Invasive Maintenance. All brushing / flail mowing shall be completed in spring 2017. The Contractor shall be responsible for identifying invasive species within the brushing limits. Once properly identified, invasive material shall be removed and properly disposed of. All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

Roots shall be treated with herbicide as appropriate to prevent regrowth. The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

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

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

- Proposed application methods and timing
- Qualifications of personnel as highlighted in the section below

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied utilizing the city's Pesticide Application Record which will be made available to the Contractor at the pre-construction meeting.

All brushing activities shall be completed in a manner that prevents damage to adjacent vegetation.

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

METHOD OF MEASUREMENT

Brushing – Door Creek Park shall be measured per plan square yard quantity.

BASIS OF PAYMENT

Brushing – Door Creek Park 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 90001 – FLAIL MOW – DOOR CREEK PARK

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to flail mow the basin area as shown on the plans within the rain garden at Door Creek Park. This bid item applies only to flail mowing the basin area to cut back existing woody and invasive herbaceous vegetation in 2017. All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

All flail mow activity shall be completed in a manner that prevents damage to adjacent vegetation.

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

METHOD OF MEASUREMENT

Flail Mow – Door Creek Park shall be measured per plan square yard quantity.

BASIS OF PAYMENT

Flail Mow – Door Creek Park 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 90002 – BRUSHING – JAMES MADISON PARK – PARKING LOT

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove invasive herbaceous plants in the basin area including but not limited to burdock, thistle, reed canary grass and cordgrass within the rain garden at James Madison Park. This bid item applies only to removal of existing woody and invasive herbaceous vegetation in 2017. Removal of regrowth of invasive herbaceous vegetation in the 2018 growing season shall be covered separately under Bid Item #90006 Invasive Maintenance. All brushing shall be completed in spring 2017 prior to planting plugs in fall 2017. The Contractor shall be responsible for identifying invasive species within the brushing limits. Once properly identified, invasive material shall be removed and properly disposed of. All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

Roots shall be treated with herbicide as appropriate to prevent regrowth. The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

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

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

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied utilizing the city's Pesticide Application Record which will be made available to the Contractor at the pre-construction meeting.

All brushing activities shall be completed in a manner that prevents damage to adjacent vegetation.

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

METHOD OF MEASUREMENT

Brushing – James Madison Park – Parking Lot shall be measured per plan square yard quantity.

BASIS OF PAYMENT

Brushing – James Madison Park – Parking Lot 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 90003 – BRUSHING – JAMES MADISON PARK – BOATHOUSE AREA

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove woody plants along the shoreline area including, but not limited to, mulberry and sumac and spot-treatment / removal of invasive herbaceous plants along the shoreline comprised primarily of Cow Parsnip at James Madison Park. This bid item applies only to removal of existing woody and invasive herbaceous vegetation in 2017. Removal of regrowth of invasive herbaceous vegetation in the 2018 growing season shall be covered separately under Bid Item #90006 Invasive Maintenance. All brushing shall be completed in spring 2017. The Contractor shall be responsible for identifying invasive species within the brushing limits. Once properly identified, invasive material shall be removed and properly disposed of. All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

Roots shall be treated with herbicide as appropriate to prevent regrowth. The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

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

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

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied utilizing the city's Pesticide Application Record which will be made available to the Contractor at the pre-construction meeting.

All brushing activities shall be completed in a manner that prevents damage to adjacent vegetation.

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

METHOD OF MEASUREMENT

Brushing – James Madison Park – Boathouse Area shall be measured per plan square yard quantity.

BASIS OF PAYMENT

Brushing – James Madison Park – Boathouse Area 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 90004 –WILD PARSNIP REMOVAL – JAMES MADISON PARK SHORELINE AREA

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove established wild parsnip / cow parsnip within the area shown on the plans located in an established turfgrass area at James Madison Park. This bid item applies only to removal of herbaceous wild parsnip (cow parsnip) vegetation in 2017. Removal of regrowth of herbaceous turfgrass or other vegetation in the 2018 growing season shall be covered separately under Bid Item #90006 Invasive Maintenance. All wild parsnip removal activities shall be completed in spring 2017. All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

Roots shall be treated with herbicide as appropriate to prevent regrowth. The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

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

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

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied utilizing the city's Pesticide Application Record which will be made available to the Contractor at the pre-construction meeting.

All brushing activities shall be completed in a manner that prevents damage to adjacent vegetation.

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

METHOD OF MEASUREMENT

Wild Parsnip Removal – James Madison Park shall be measured per plan square yard quantity.

BASIS OF PAYMENT

Wild Parsnip Removal – James Madison Park 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 90005 – TURFGRASS REMOVAL – WALNUT GROVE PARK

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to remove established turfgrass within the project area at Walnut Grove Park. This bid item applies only to removal of herbaceous turfgrass vegetation in 2017. Removal of regrowth of herbaceous turfgrass or other vegetation in the 2018 growing season shall be covered separately under Bid Item #90006 Invasive Maintenance. All turfgrass removal activities shall be completed in spring 2017. All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.

Roots shall be treated with herbicide as appropriate to prevent regrowth. The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

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

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

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied utilizing the city's Pesticide Application Record which will be made available to the Contractor at the pre-construction meeting.

All brushing activities shall be completed in a manner that prevents damage to adjacent vegetation.

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

METHOD OF MEASUREMENT

Turfgrass Removal – Walnut Grove Park shall be measured per plan square yard quantity.

BASIS OF PAYMENT

Turfgrass Removal – Walnut Grove Park 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 90006 – INVASIVE MAINTENANCE

DESCRIPTION

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to treat invasive or nuisance plant regrowth during the 2017 and 2018 growing season. This bid item will be used in areas that were brushed and/or herbicide treated as part of Bid Items 90000, 90002-90005 and to treat invasive plants in all newly planted or seeded areas in 2018.

The Contractor shall employ personnel capable of identifying invasive plants and treating with an appropriate herbicide. Herbicide applications shall occur as necessary and proceeding through the 2017 and 2018 growing season.

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved. The Contractor shall select herbicides that are appropriate for both wood and herbacious regrowth. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall include all proposed herbicides and methodologies in the Brushing and Herbicide Submittal described in Bid Items 90000 & 90002-90005.

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/parks/about/documents/PesticidePolicy2004.pdf. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied utilizing the city's Pesticide Application Record which will be made available to the Contractor at the pre-construction meeting.

All herbicide application shall be completed in a manner that prevents damage to adjacent vegetation.

METHOD OF MEASUREMENT

Invasive Maintenance shall be measured per square yard quantity. Quantities listed in the proposal are based on plan quantities. Quantities are based on the square yardage for all planting areas shown on sheets L-1 to L-4. The Contractor may be compensated for treating individual areas as necessary, or as requested by the Engineer. The contract quantities reflect one herbicide treatment for all planted areas. This quantity may be increased or decreased without negotiating the unit price. If regrowth maintenance is added outside the limits shown on the plan set, it shall be measured per square yard of work completed in the field.

BASIS OF PAYMENT

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

BID ITEMS – 90007 - 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 90007-90008. Care and maintenance of plants during the first growing season after installation shall be incidental to cost of BID ITEMS 20900-20924.

The first year growing season is defined as the time in 2017 from when plants are installed, until the ground is frozen. The second growing season is defined as the time beginning in 2018 from when frost is out of the ground, until the ground is frozen.

Mobilization for the second year is incidental to this bid item. Drought watering during the 2018 growing season shall be incidental to this bid item.

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.

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. Extra watering, if required during drought conditions in 2017, will be paid under bid item 20970. 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 (including but not limited to photographs) with each payment request.** Failure by the Contractor to demonstrate that maintenance visits occurred as described in this section and/or to submit adequate documentation of maintenance visits to each of the sites as part of the maintenance payment application shall result in forfeiture of payment for this bid item.

BID ITEM 90009 - CONSTRUCTION FENCING (PLASTIC)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete and shall be removed at the completion of the 2018 growing season (on or before December 1, 2018).

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

Construction fencing associated with tree protection is incidental to this bid item.

METHOD OF MEASUREMENT

Construction Fence (Plastic) shall be measured by the linear foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

END OF SECTION

**ATTACHMENT 1 PRE-QUALIFICATION SUBMISSION REQUIREMENTS FOR
CATEGORY #399 ECOLOGICAL RESTORATION**

The scope of the installation and maintenance at the 2017 Parks Division Rain Garden Management sites requires extensive knowledge in the use of native plants and ecological restoration. The Contractor in this category must have experience with installation and maintenance of native plants including shoreline, emergent and submergent vegetation used for stormwater retention and/or rain garden sites as well as the restoration of native plant communities and invasive vegetation control at such sites.

A resume of qualifications shall be submitted to determine if the Contractor performing the work will be prequalified under item #399, Other: Ecological Restoration.

The Contractor performing the work shall submit documentation demonstrating that they clearly meet the minimum qualifications as stated below:

1. Provide a minimum of 10 projects that include installation of native plants as well as invasive plant removals, and have employed personnel that will also be used on this project.
2. Provide three (3) references.
3. Proof of Wisconsin Commercial Pesticide Applicator Certification.

All bids that are provided without the Contractor supplying this information as specified in Special Provision Section 102.1 – Prequalification of Bidders shall be considered non-responsive.

SECTION E: BIDDERS ACKNOWLEDGEMENT

2017 PARKS DIVISION RAIN GARDEN MANAGEMENT

CONTRACT NO. 7887

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 - 2016 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. 7887 through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Tallgrass Restoration (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin; an individual trading as _____; of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this

14th day of February, 2017.

Deborah Martin

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 7/22/19

Bidders shall not add any conditions or qualifying statements



SECTION F: BEST VALUE CONTRACTING

2017 PARKS DIVISION RAIN GARDEN MANAGEMENT CONTRACT NO. 7887

Best Value Contracting

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

~~None~~
Native Landscape Laborer

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

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

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

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

**2017 PARKS DIVISION RAIN GARDEN MANAGEMENT
CONTRACT NO. 7887**

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

CODE	DESCRIPTION	QUANTITY	UNIT	PRICE	Total
20900	AGASTACHE FOENICULUM	195	EA	\$ 2.95	\$ 575.25
20901	ASCLEPIAS INCARNATA	195	EA	\$ 2.95	\$ 575.25
20903	BOUTELOUA CURTIPENDULA	160	EA	\$ 2.95	\$ 472.00
20904	CAREX HYSTERICINA	85	EA	\$ 2.95	\$ 250.75
20905	CAREX VULPINOIDEA	85	EA	\$ 2.95	\$ 250.75
20906	DALEA PURPUREA	180	EA	\$ 2.95	\$ 531.00
20907	ECHINACEA PALLIDA	170	EA	\$ 2.95	\$ 501.50
20908	ECHINACEA PURPUREA	205	EA	\$ 2.95	\$ 604.75
20909	EUPATORIUM MACULATUM	85	EA	\$ 2.95	\$ 250.75
20910	GENTIANA ANDREWSII	180	EA	\$ 2.95	\$ 531.00
20911	KOELERIA MACRANTHA	160	EA	\$ 2.95	\$ 472.00
20912	LIATRIS PYCNOSTACHYA	160	EA	\$ 2.95	\$ 472.00
20913	MONARDA FISTULOSA	200	EA	\$ 2.95	\$ 590.00
20914	PENSTEMON DIGITALIS	170	EA	\$ 2.95	\$ 501.50
20915	PYCNTHENUM VIRGINIANUM	215	EA	\$ 2.95	\$ 634.25
20916	RUDBECKIA HIRTA	215	EA	\$ 2.95	\$ 634.25
20917	RUDBECKIA TRILOBA	180	EA	\$ 2.95	\$ 531.00
20918	SCHIZACHYRIUM SCOPARIUM	215	EA	\$ 2.95	\$ 634.25
20919	SOLIDAGO RIDDELLI	220	EA	\$ 2.95	\$ 649.00
20920	SOLIDAGO SPECIOSA	195	EA	\$ 2.95	\$ 575.25
20921	SYMPHYOTRICHUM NOVAE-ANGLIAE	195	EA	\$ 2.95	\$ 575.25
20922	VERBENA HASTATA	180	EA	\$ 2.95	\$ 531.00
20923	VERNONIA FASCICULATA	275	EA	\$ 2.95	\$ 811.25
20924	ZIZIA AUREA	180	EA	\$ 2.95	\$ 531.00
20970	DROUGHT WATERING	2	EA	\$ 375.00	\$ 750.00
90000	BRUSHING - DOOR CREEK PARK	157	SY	\$ 3.66	\$ 574.62
90001	FLAIL MOW - DOOR CREEK PARK	2,246.00	SY	\$ 0.17	\$ 381.82
90002	BRUSHING - JAMES MADISON PARK PARKING LOT inc. 3 visits	96	SY	\$ 9.08	\$ 871.68
90003	BRUSHING - JAMES MADISON PARK - SHORELINE AREA includes 3 visits	336	SY	\$ 1.68	\$ 564.48
90004	WILD PARSNIP REMOVAL- JAMES MADISON PARK - SHORELINE AREA includes 3 visits	1,970.00	SY	\$ 0.29	\$ 571.30
90005	TURFGRASS REMOVAL - WALNUT GROVE PARK inc. 3 visits	852	SY	\$ 1.06	\$ 903.12
90006	INVASIVE MAINTENANCE	5,723.00	SY	\$ 0.19	\$ 1,087.37
90007	JAMES MADISON PARK - PARKING LOT LANDSCAPE MAINTENANCE includes 60 visits	1	LS	\$ 2,020.00	\$ 2,020.00
90008	WALNUT GROVE PARK LANDSCAPE MAINTENANCE inc. 60 visits	1	LS	\$ 2,020.00	\$ 2,020.00
90009	CONSTRUCTION FENCE - PLASTIC	225	LF	\$ 2.36	\$ 531.00

Total Cost \$ 22,960.39

AMB

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

2017 PARKS DIVISION RAIN GARDEN MANAGEMENT CONTRACT NO. 7887

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

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

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

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

Seal PRINCIPAL

Tallgrass Restoration, LLC

Name of Principal

By

Ron Adams President
Name and Title

2/10/2017

Date

Seal SURETY

Travelers Casualty and Surety Company of America

Name of Surety

By

Todd Looker, Attorney-in-Fact
Name and Title

2/10/2017

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6497947 for the year 2017, 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.

2/10/2017

Date

Agent Signature

20975 Swenson Dr., Suite 175

Address

Waukesha, WI 53186

City, State and Zip Code

414-221-0394

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

230682

Certificate No.

006738878

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anthony S. Von Rueden, Todd Looker, and Shane Elliott

of the City of Milwaukee/Waukesha, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of April, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 8th day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

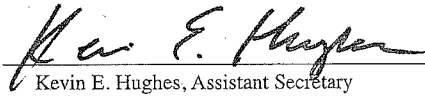
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 20 17


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SECTION H: AGREEMENT

THIS AGREEMENT made this 8th day of March in the year Two Thousand and Seventeen between TALLGRASS RESTORATION, LLC hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 7, 2017, 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:

2017 PARKS DIVISION RAIN GARDEN MANAGEMENT CONTRACT NO. 7887

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWENTY-TWO THOUSAND NINE HUNDRED SIXTY AND 39/100 (\$22,960.39) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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.)

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

2017 PARKS DIVISION RAIN GARDEN MANAGEMENT
CONTRACT NO. 7887

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:

TALLGRASS RESTORATION, LLC

Witness

Date

Company Name

President

Date

Witness

Date

Secretary

Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director

City Attorney

Signed this

day of

20

Witness

Mayor

Date

Witness

City Clerk

Date

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we TALLGRASS RESTORATION, LLC as principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Company of CT as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWENTY-TWO THOUSAND NINE HUNDRED SIXTY AND 39/100 (\$22,960.39) 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:

2017 PARKS DIVISION RAIN GARDEN MANAGEMENT
CONTRACT NO. 7887

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 8TH day of MARCH, 2017

Countersigned:

Witness

Secretary

Approved as to form:

City Attorney

TALLGRASS RESTORATION, LLC

Company Name (Principal)

President

Seal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

Seal

☐ Salary Employee

☐ Commission

By

Attorney-in-Fact Todd Looker

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6497947 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

Date

Agent Signature

SIGN
HERE



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 230682

Certificate No. 006738855

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anthony S. Von Rueden, Todd Looker, and Shane Elliott

of the City of Milwaukee/Waukesha, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of April, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 8th day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

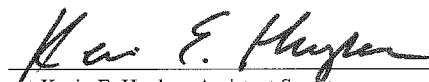
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 20 17


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.