ROUTING:	Routine	Contract 1	Routing Form	printed on	: 05/07/2019
Contract and Dept.	or Division:		n Landscaping Inc ng Division		
Project:	2019 Parks Div	ision Land	scaping		
Enactment	No.: 8288 No.: RES-19-0 ount: 34,968.0		File No. Enactment		22/2019
(Please D	ATE before rout	ing)			
Signature	s Required		Date Received	Date Sign	ned
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Reports

Awarding Public

Works Contract No.

File #:

55136 Version: 1

Name:

8288, 2019 Parks

Division

Landscaping.

Type:

Resolution

Status:

Passed

File created:

3/21/2019

In control:

Engineering Division

On agenda:

4/16/2019

Final action:

4/16/2019

Enactment date:

4/22/2019

Enactment #:

RES-19-00294

Title:

Awarding Public Works Contract No. 8288, 2019 Parks Division Landscaping. (12th,

15th & 18th AD)

Sponsors:

BOARD OF PUBLIC WORKS

Attachments:

1. Contract 8288.pdf

History (3)

Text

Fiscal Note

The proposed resolution authorizes the award of Public Works Contract No. 8288, 2019 Parks Division Landscaping. The total estimated cost of the project is \$37,770. Funding is available in the projects listed on the attached (Munis projects 10543, 19045, 17381, and 17492).

Awarding Public Works Contract No. 8288, 2019 Parks Division Landscaping. (12th, 15th & 18th AD)

Body

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

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

See attached document (Contract No. 8288) for itemization of bids.

CONTRACT NO. 8288 2019 PARKS DIVISION LANDSCAPING

DAN LARSEN LANDSCAPING, INC.

\$34,968.00

(Allied Park Sign) Acct. No. 10543-51-130 (54255) Contingency 8%± Sub-Total	\$3,334.00 <u>266.00</u> \$3,600.00
(Walter Street Plantings) Acct. No. 19045-51-130 (54255) Contingency 8%± Sub-Total	\$13,538.00 <u>1,082.00</u> \$14,620.00
(Warner Park Boat Launch) Acct. No. 17381-51-130 (54255) Contingency 8%± Sub-Total	\$9,995.00 <u>805.00</u> \$10,800.00
(Warner Park Parking Lot & Yahara) Acct. No. 17492-51-130 (54255) Contingency 8% <u>+</u> Sub-Total	\$8,101.00 <u>649.00</u> \$8,750.00

GRAND TOTAL

\$37,770.00

Jurisdiction: Wisconsin Demographics Company Name: American Contractors Indemnity Company Short Name: SBS Company Number: 54219113 Domicile Type: Foreign State of Domicile: California Country of Domicile: United States NAIC Group Number: 3098 - Tokio Marine Holdings Inc GRP Organization Type: Stock Date of Incorporation: 09/25/1990 Merger Flag: No Address **Business Address** Mailing Address Statutory Home Office Address Main Administrative Office Address 801 S FIGUEROA ST STE 700 LOS ANGELES, CA 90017 LOS ANGELES, CA 90017 LOS ANGELES, CA 90017 LOS ANGELES, CA 90017 United States United States United States United States Phone, Email, Website Phone Fmail Website No results found. No results found. Type Number Business Primary Phone (310) 649-0990 Fax Phone (213) 402-6140 Company Type Company Type: Property and Casualty Status: Active Status Reason: Status Date: 07/24/2003 Effective Date: 07/24/2003 Legacy State ID: 111179 Issue Date: 07/24/2003 Approval Date: File Date: Articles of Incorporation Received: No Article No: COA Number: Appointments Show 10 🔽 entries Showing 1 to 1 of 271 entries Q jeremy Licensee Name License Number NPN License Type Line of Authority Appointment Date Effective Date Expiration Date JEREMY CRAWFORD 7234863 Intermediary (Agent) Individual 11/30/2007 02/07/2019 03/15/2020 Casualty Previous Next Last Line Of Business Line of Business Citation Type Effective Date Fidelity Insurance Fidelity Insurance 07/24/2003 Surety Insurance Surety Insurance 07/24/2003 Contact **Contact Type** Preferred Name Name E-mail Phone Address Registered Agent for Service of Process Other NATIONAL REGISTERED AGENTS INC

		MADISON, WI United States County 53703
Company Merger		-
No results found.		
Name Change History		

Previous Name New Name Effective Date American Contractors Indemnity Company

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301 S BEDFORD ST STE 1

\$34,968.00 FILE

BID OF DAN LARSEN LANDSCAPING, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2019 PARKS DIVISION LANDSCAPING

CONTRACT NO. 8288

MUNIS NO. 10543-51-130, 19045-51-130, 17381-51-130, 17492-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON APRIL 16, 2019

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

2019 PARKS DIVISION LANDSCAPING CONTRACT NO. 8288

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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

EMK: SJC

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:	2019 PARKS DIVISION LANDSCAPING
CONTRACT NO.:	8288
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/14/2019
BID SUBMISSION (2:00 P.M.)	2/21/2019
BID OPEN (2:30 P.M.)	2/21/2019
PUBLISHED IN WSJ	2/7/2019 & 2/14/2019

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 - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Nothwithstanding 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 \boxtimes

<u>Buil</u>	ding Demolition	
101	☐ Asbestos Removal	110 Building Demolition
120	☐ House Mover	
Stre	eet, Utility and Site Construction	
201	Asphalt Paving	265 Retaining Walls, Precast Modular Units
205	Blasting	270 Retaining Walls, Reinforced Concrete
210	Boring/Pipe Jacking	275 Sanitary, Storm Sewer and Water Main
215	Concrete Paving	Construction
220	Con. Sidewalk/Curb & Gutter/Misc. Flat Work	276 Sawcutting
221	Concrete Bases and Other Concrete Work	280 Sewer Lateral Drain Cleaning/Internal TV Insp.
222	Concrete Removal	285 Sewer Lining
225	☐ Dredging	290 Sewer Pipe Bursting
230	☐ Fencing	295 Soil Borings
235	Fiber Optic Cable/Conduit Installation	300 Soil Nailing
	Grading and Earthwork	305 ☐ Storm & Sanitary Sewer Laterals & Water Svc.
240		
241	Horizontal Saw Cutting of Sidewalk	310 Street Construction
242	Infrared Seamless Patching	315 Street Lighting
245	□ Landscaping, Maintenance	318 Tennis Court Resurfacing
246	Ecological Restoration	320 Traffic Signals
250	□ Landscaping, Site and Street	325 Traffic Signing & Marking
251	Parking Ramp Maintenance	332 Tree pruning/removal
252	Pavement Marking	333 🔲 Tree, pesticide treatment of
255	Pavement Sealcoating and Crack Sealing	335 🔲 Trucking
260	☐ Petroleum Above/Below Ground Storage	340 Utility Transmission Lines including Natural Gas
	Tank Removal/Installation	Electrical & Communications
262	☐ Playground installer	399 Other
Brid	lge Construction	
501	☐ Bridge Construction and/or Repair	
301	☐ Bridge Constituction and/or Nepali	•
Buil	ding Construction	
401	☐ Floor Covering (including carpet, ceramic tile installation,	437 Metals
	rubber, VCT	440 Painting and Wallcovering
402	☐ Building Automation Systems	445 Plumbing
403	Concrete	450 Pump Repair
404	☐ Doors and Windows	455 Pump Systems
405	Electrical - Power, Lighting & Communications	460 Roofing and Moisture Protection
410	Elevator - Lifts	464 Tower Crane Operator
412	Fire Suppression	461 Solar Photovoltaic/Hot Water Systems
413	Furnishings - Furniture and Window Treatments	465 Soil/Groundwater Remediation
415	General Building Construction, Equal or Less than \$250,000	
420	General Building Construction, \$250,000 to \$1,500,000	470 Water Supply Elevated Tanks
425	General Building Construction, Over \$1,500,000	475 Water Supply Wells
428	Glass and/or Glazing	480 Wood, Plastics & Composites - Structural &
429	Hazardous Material Removal	Architectural
430	Heating, Ventilating and Air Conditioning (HVAC)	499 Other
433	Insulation - Thermal	499 🔲 Other
435	Masonry/Tuck pointing	
400	wason y rack pointing	**************************************
Stat	e of Wisconsin Certifications	•
1	☐ Class 5 Blaster - Blasting Operations and Activities 2500 fee	et and closer to inhabited buildings for quarries, open pits and
•	road cuts.	3 · · · · · · · · · · · · · · · · · · ·
2	☐ Class 6 Blaster - Blasting Operations and Activities 2500 fee	et and closer to inhabited buildings for trenches, site
	excavations, basements, underwater demolition, undergroun	
3	☐ Class 7 Blaster - Blasting Operations and Activities for struc	,
Ŭ.	the objects or purposes listed as "Class 5 Blaster or Class 6	
4	Petroleum Above/Below Ground Storage Tank Removal and	
5	Hazardous Material Removal (Contractor to be certified for a	
5	of Health Services, Asbestos and Lead Section (A&LS).) Se	
		• ,,
	www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin I	enormance of Aspestos Apatement Certificate must be
e	attached.	Worker as administered by the International Conjety of
6	Certification number as a Certified Arborist or Certified Tree	vvorker as aurimistered by the international Society of
	Arboriculture	The Historian has a said and the said and th
7	Pesticide application (Certification for Commercial Applicato	
0	landscape (3.0) and possess a current license issued by the	DATCP)
8	State of Wisconsin Master Plumbers License.	

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

2019 PARKS DIVISION LANDSCAPING CONTRACT NO. 8288

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

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 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 2020 growing season on December 1, 2020. 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 landscaping and maintenance at five (5) City of Madison Parks sites, including: Allied Park, Olbrich Park (Walter St.), Warner Park (Boat Launch), Warner Park (Parking Lot), and Yahara Place 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 Landscape Architect 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, seeding or brushing shall be measured by the Contractor and verified by the Landscape Architect.

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION

The Contractor is responsible for staking out all tree locations and landscape beds, with the exception of tree locations at Yahara Place Park. At Yahara Place Park, City staff will stake all tree locations and perform a One Call through Digger's Hotline. Any questions regarding the layout and staking of this project should be directed to Sarah Close at the Parks Division at 608-263-6850.

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

The Contractor shall give the Landscape Architect a 72 hour notice prior to planting at the above identified locations.

SECTION 105.12 COOPERATION BY CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. Staff will stake locations for trees and perform a One Call through Digger's Hotline at Yahara Place Park.

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, and 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 Contract, 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 order of doing the work is subject to the review of the City. <u>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.</u> The sequence of scheduled operations may be modified by the City to accommodate specific needs as required.

SECTION 105.18: PRECONSTRUCTION CONFERENCE

Before starting the work at the project sites, a pre-construction meeting will be held to review schedules, to establish procedures for Applications for Payment and all other submissions, to review list of proposed subcontractors, to establish a working understanding between the parties as to the project, and to discuss project details. Present at the meeting will be representatives of the City of Madison and the Contractor.

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 2019 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 Landscape Architect in writing.

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

SECTION 109.7 TIME OF COMPLETION

Planting installation shall be completed in spring 2019 with the exception of trees, shrubs, and perennials to be installed at Olbrich Park (Walter St.), which are to be installed in fall 2019 following completion of the parking lot renovations.

Spring planting shall start from the time frost is out of the ground until July 1, 2019.

Fall planting at Olbrich Park (Walter St.) shall be done between September 15, 2019 and October 15, 2019, following completion of the parking lot renovations.

Contract will be completed by December 1, 2020.

SECTION 109.14: MOBILIZATION

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

BID ITEMS 20900-20926 - 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

Spring planting for all plants shall start from the time frost is out of the ground until July 1, 2019.

All planting at Olbrich Park (Walter St.) shall be done between September 15, 2019 and October 15, 2019, following completion of the parking lot renovations.

209.6(b) Care

Care and maintenance of plants during the first growing season after installation in 2019 shall be incidental to cost of BID ITEMS 20900-20926. Landscape Care & Maintenance for the second growing season shall be paid separately under BID ITEMS 90000-90005.

The first year growing season is defined as the time in 2019 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2020 from when frost is out of the ground, until the ground is frozen.

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

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

In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Landscape Architect 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 Landscape Architect as to the necessity of replacing any plants shall be conclusive and binding on the Contractor. No more than two (2) replacements per plant shall be required.

BID ITEMS 20970-20974 - DROUGHT WATERING

DESCRIPTION

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

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 at each park location. 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 watering. This proof must include photos of the watering with the date and time that each watering occurred.

BID ITEMS 90000 CONSTRUCT LANDSCAPE BED

DESCRIPTION

This work shall include removal of the existing turf in preparation for new plants to be installed as shown on plans at Allied Park. New landscape beds shall have shovel edging around entire bed. Shovel edging shall be incidental to this bid item.

TOPSOIL

All areas of turf removal shall be immediately top dressed with shredded topsoil so as to match the grade of the surrounding turf and shall be graded and raked to the satisfaction of the Landscape Architect. Finished topsoil areas shall be free of stones, road materials, or lumps of dirt. Topsoil shall be incidental to this bid item.

MULCH

Mulched plant beds shall receive 3-4" of new shredded hardwood bark mulch immediately after turf removal and topsoil installation. Bark mulch shall be free of objectionable foreign material and in

accordance with the Article 209 of the City of Madison Standard Specifications for Public Works Construction. The Contractor is responsible for supplying mulch.

METHOD OF MEASUREMENT

Construct Landscape Bed shall be measured by the contract unit price to construct for each individual site.

BASIS OF PAYMENT

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

BID ITEMS 90001-90005 LANDSCAPE MAINTENANCE

DESCRIPTION

This work shall consist of maintenance of landscaping installed in this contract at the following sites in these plans during the second growing season and shall be paid under BID ITEMS 90001-90005: Allied Park, Olbrich Park (Walter St.), Warner Park (Boat Launch), Warner Park (Parking Lot), and Yahara Place Park. Care and maintenance of plants during the first growing season after installation shall be incidental to cost of BID ITEMS 20900-20926.

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

The first year growing season is defined as the time in 2019 from when plants are installed, until the ground is frozen. The second growing season is defined as the time beginning in 2020 from when frost is out of the ground, until the ground is frozen.

This work shall include furnishing all necessary materials and performing all necessary work such as weeding, watering, pruning, the placement of new mulch, support staking, fertilizing, dead-heading, shovel edging, rodent protection, disposing of surplus waste materials, turf removal, grubbing, aerating, fine grading, and such work necessary or incidental thereto to complete the item in accordance with the plans, specifications and contract. Grubbing all existing root material and aerating and loosening existing soil located within the designated bed area, in order to establish sufficient soil condition and depth to promote root establishment of the new plant material, shall be incidental to this bid item.

All work 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 Landscape Architect 48 hours prior to inspection.

FINE GRADING

Contractor shall fine grade all planting bed islands so that topsoil is within 2-4" of top of curb, unless otherwise specified by Landscape Architect.

PRUNING

All plant material shall be inspected to determine need for pruning. Pruning shall be completed once each year in accordance with these specifications. All pruning shall be done at the appropriate time for each species. Pruning includes perennials, shrubs, low evergreen plantings and planted trees. All plant

material shall be pruned in order to stimulate tight, natural growth. Remove dead and broken branches, sucker growth, and bad crotches. Pruning should develop the natural form of each individual plant. Evergreen trees and shrubs shall be pruned ONLY with a hand pruner to assure conserving their natural form. Tools to be used should conform to accepted horticultural practices. When/where specified or directed by the Landscape Architect, for all B&B or CG plant stock, pruning shall consist of removing only dead, damaged, or broken branching. Pruning shall be done so that the plant retains its natural form and leaving the central leader intact.

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

Pruning of perennials shall consist of removing the previous year's growth without damaging the new emerging growth.

Prune trees and raise the canopy on all trees only as specified by the Landscape Architect.

MULCH

Mulched plant beds and mulch rings shall receive 3-4" of new shredded hardwood bark mulch by June 1, 2020. Bark mulch shall be free of objectionable foreign material and in accordance with the Article 209 of the City of Madison Standard Specifications for Public Works Construction. The Contractor is responsible for supplying mulch.

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

WEEDING

Planting beds shall be kept weed free, primarily by hand weeding, on a biweekly schedule. Herbicides shall not be used on planting beds. No Asclepias spp. (Milkweed) shall be removed at any site.

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

WATERING OF PLANT MATERIAL

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

DISPOSAL

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

END OF SPECIAL PROVISIONS



Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104 Madison, WI 53703 608-266-4711 ■ cityofmadison.com/parks



February 18, 2019

NOTICE OF ADDENDÚM ADDENDÚM 1

CONTRACT NO. 8288

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

SECTION A:

Revise the date of prequalification application due to 2/28/2019. Revise the date of the bid submission to 2:00 P.M. on 3/7/2019. Revise the date of bid open to 2:30 P.M. on 3/7/2019.

SECTION D: SPECIAL PROVISIONS:

BID ITEMS 20900-20926- TREES, SHRUBS, PERENNIALS, AND GRASSES Add the following underlined sentence to the end of the 209.4(a) General subheading: At Yahara Place Park, tree species *Populus deltoides* 'Siouxland' to be 1" D.B.H.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

http://www.bidexpress.com

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Eric Knepp, Parks Superintendent

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:	2019 PARKS DIVISION LANDSCAPING
CONTRACT NO.:	8288
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/28/2019
BID SUBMISSION (2:00 P.M.)	3/7/2019
BID OPEN (2:30 P.M.)	3/7//2019
PUBLISHED IN WSJ	2/7/2019 & 2/14/2019

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 - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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 prequalified 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 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 Landscape Architect in writing.

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

SECTION 109.7 TIME OF COMPLETION

Planting installation shall be completed in spring 2019 with the exception of trees, shrubs, and perennials to be installed at Olbrich Park (Walter St.), which are to be installed in fall 2019 following completion of the parking lot renovations.

Spring planting shall start from the time frost is out of the ground until July 1, 2019.

Fall planting at Olbrich Park (Walter St.) shall be done between September 15, 2019 and October 15, 2019, following completion of the parking lot renovations.

Contract will be completed by December 1, 2020.

SECTION 109.14: MOBILIZATION

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

BID ITEMS 20900-20926 - 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

Spring planting for all plants shall start from the time frost is out of the ground until July 1, 2019.

All planting at Olbrich Park (Walter St.) shall be done between September 15, 2019 and October 15, 2019, following completion of the parking lot renovations.

At Yahara Place Park, tree species Populus deltoides 'Siouxland' to be 1" D.B.H.

209.6(b) Care

Care and maintenance of plants during the first growing season after installation in 2019 shall be incidental to cost of BID ITEMS 20900-20926. Landscape Care & Maintenance for the second growing season shall be paid separately under BID ITEMS 90000-90005.

The first year growing season is defined as the time in 2019 from when plants are installed, until ground is frozen. The second growing season is defined as the time beginning in 2020 from when frost is out of the ground, until the ground is frozen.

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE 2019 PARKS DIVISION LANDSCAPING

CONTRACT NO. 8288

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.

- 2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- 3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- 4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.

 (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- 5. I hereby certify that all statements herein are made on behalf of Dan Larsen Landscaping, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin of the City of Cedarburg, 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.

Am &	
SIGNATURE Dan Larsen	
President	
TITLE, IF ANY	
Sworn and subscribed to before me this 4th day of March, 2019.	
Him M. Larsen	
(Notary Public or other officer authorized to administer oaths)	
My Commission Expires 5/16/29	

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

SECTION F: BEST VALUE CONTRACTING

2019 PARKS DIVISION LANDSCAPING CONTRACT NO. 8288

Best Value Contracting

Land	dscape laborers		
activ	ison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the exemption of apprentice apprentice requirement. Apprenticeable trades are those trades considered apprenticeable 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.		
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.C. 33.07(7), shall be satisfied by documentation from an applicable trade training body; a apprenticeship contract with the Wisconsin Department of Workforce Development or a simil agency in another state; or the U.S Department of Labor. This documentation is required prior the Contractor beginning work on the project site.			
X	The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.		

	APPRENTICABLE TRADES (check all that apply to your work to be perform	ned on this
cont		
	BRICKLAYER	*/*
	CARPENTER	
	CEMENT MASON / CONCRETE FINISHER	
	CEMENT MASON (HEAVY HIGHWAY)	
	CONSTRUCTION CRAFT LABORER	
	DATA COMMUNICATION INSTALLER	
	ELECTRICIAN	
	ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC SERVICE	INSTALL 7
	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	

2019 PARKS DIVISION LANDSCAPING

CONTRACT NO. 8288 DATE: 3/7/19

Dan Larsen Landscaping, Inc.

		lnc.	
ltem	Quantity	Price	Extension
Section B: Proposal Page - Allied Park Sign Bed			
20900 - Genista pilosa 'Vancouver Gold' - EA	5.00	\$26.00	\$130.00
20901 - Hibiscus 'Midnight Marvel' - EA	2.00	\$24.00	\$48.00
20902 - Lilium 'Tiny Skyline' - EA	12.00	\$18.00	\$216.00
20903 - Miscanthus sinensis 'NCMS2B' - EA	5.00	\$18.00	\$90.00
20970 - DROUGHT WATERING - PARKS - EA	1.00	\$150.00	\$150.00
90000 - CONSTRUCT LANDSCAPE BED - EA	1.00	\$700.00	\$700.00
90001 - LANDSCAPE MAINTENANCE - LS	1.00	\$2,000.00	\$2,000.00
SUBTOTALS			\$3,334.00
Section B: Proposal Page - Olbrich Park (Walter St)			
20904 - Betula nigra 'BNMTF' Dura-Heat - EA	3.00	\$325.00	\$975.00
20905 - Liquidambar styraciflua 'Moraine' - EA	1.00	\$375.00	\$375.00
20906 - Nyssa sylvatica - EA	1.00	\$325.00	\$325.00
20907 - Ulmus 'Frontier' - EA	3.00	\$425.00	\$1,275.00
20908 - Aronia melanocarpa 'Morton' - EA	33.00	\$38.00	\$1,254.00
20909 - Cephalanthus occidentalis 'Sugar Shack' - EA	31.00	\$48.00	\$1,488.00
20910 - Microbiota decussata - EA	16.00	\$48.00	\$768.00
20911 - Rhus aromatica 'Gro-lò' - EA	67.00	\$34.00	\$2,278.00
20912 - Allium 'Summer Beauty' - EA	75.00	\$22.00	\$1,650.00
20913 - Schizachyrium scoparium 'The Blues' - EA	45.00	\$20.00	\$900.00
20971 - DROUGHT WATERING - PARKS - EA	1.00	\$250.00	\$250.00
90002 - LANDSCAPE MAINTENANCE- OLBRICH PARK (WALTER			
ST) - LS	1.00	\$2,000.00	\$2,000.00
SUBTOTALS			\$13,538.00
Section B: Proposal Page - Warner Park Boat Launch	100	4075.00	A07F 00
20914 - Carpinus caroliniana - EA	1.00	\$375.00	\$375.00
20915 - Corylus colurna - EA	4.00	\$475.00	\$1,900.00
20916 - Tilia americana 'McKSentry' - EA	8.00	\$325.00	\$2,600.00
20917 - Genista tinctoria 'Royal Gold' - EA 20918 - Callirhoe involucrata - EA	34.00	\$18.00	\$612.00 \$378.00
20919 - Calliffide Involuciata - EA 20919 - Eragrostis spectabilis - EA	21.00 96.00	\$18.00 \$18.00	\$378.00 \$1,728.00
20920 - Symphyotrichum novae-angliae 'Purple Dome' - EA	14.00	\$18.00 \$18.00	\$252.00
20972 - DROUGHT WATERING - PARKS - EA	1.00	\$150.00	\$150.00
90003 - LANDSCAPE MAINTENANCE- WARNER PARK (BOAT	1.00	φ130.00	φ150.00
LAUNCH) - LS	1.00	\$2,000.00	\$2,000.00
SUBTOTALS	1.00	Ψ2,000.00	\$9,995.00
Section B: Proposal Page - Warner Park Parking Lot			
20921 - Spirea japonica 'Anthony Waterer' - EA	2.00	\$22.00	\$44.00
20922 - Achillea 'Marmalade' - EA	7.00	\$20.00	\$140.00
20923 - Rudbeckia fulgida var. sullivantii 'Goldsturm' - EA	25.00	\$20.00	\$500.00
20924 - Schizachyrium scoparium 'The Blues' - EA	20.00	\$22.00	\$440.00
20925 - Sporobolus heterolepsis 'Tara' - EA	31.00	\$22.00	\$682.00

2019 PARKS DIVISION LANDSCAPING

CONTRACT NO. 8288

DATE: 3/7/19

Dan Larsen Landscaping, Inc.

Item in the design of the second seco	Quantity	Price	Extension
20973 - DROUGHT WATERING - PARKS - EA	1.00	\$200.00	\$200.00
90004 - LANDSCAPE MAINTENANCE- WARNER PARK (PARKING			
LOT) - LS	1.00	\$2,000.00	\$2,000.00
SUBTOTALS			\$4,006.00
Section B: Proposal Page - Yahara Place Park			
20926 - Populus deltoides 'Siouxland' - EA	7.00	\$285.00	\$1,995.00
20974 - DROUGHT WATERING - PARKS - EA	1.00	\$100.00	\$100.00
90005 - LANDSCAPE MAINTENANCE- YAHARA PLACE PARK - LS	1.00	\$2,000.00	\$2,000.00
SUBTOTALS			\$4,095.00
38 Items	Totals		\$34.968.00

SECTION H: AGREEMENT

THIS AGREEMENT made this 23 day of ______ in the year Two Thousand and Nineteen between <u>DAN LARSEN LANDSCAPING</u>, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>APRIL 16, 2019</u>, 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:

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:

2019 PARKS DIVISION LANDSCAPING CONTRACT NO. 8288

- 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 <u>SEE SPECIAL</u>
 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 <u>THIRTY-FOUR THOUSAND NINE</u> <u>HUNDRED SIXTY-EIGHT AND NO/100</u> (\$34,968.00) 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 started in the notice.

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

- a. Definitions. For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
 - "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
 - "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- **b. Requirements.** For the duration of this Contract, the Contractor shall:
 - 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

- 2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- 3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- 4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- 5. Comply with all other provisions of Sec. 39.08, MGO.
- **c. Exemptions:** This section shall not apply when:
 - 1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - 2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

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

2019 PARKS DIVISION LANDSCAPING CONTRACT NO. 8288

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:	DAN LARSEN LANDSCAPING, IN	C.
	Company Name	A Control of the Cont
Witness Date Witness Date Witness Date	President Secretary	Date
CITY OF MADISON, WISCONSIN Provisions have been made to pay the	Approved as to form:	
liability that will accrue under this contract.		
hlilmedily	/ VI V. /	M
Finance Director	City Attorney	. 🔿
Signed this day of	1000, 20	19
Day Cini		17 may 2019
Witness	Mayor ()	Date
An ~ Man	Maibeth Witzel-Beh	1 5-7-2019
Witness	City Clerk	Date

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS

Duplicate Original
Executed in Three Original Counterparts
Bond No. 1001133095

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Dan and American Contractor	AN LARSEN LANDSCAPING, INC. as principal, is Indemnity Company
Company of Califonia as surety, are Wisconsin, in the sum of THIRTY-FOUR THOUSAN (\$34,968.00) Dollars, lawful money of the United State Madison, we hereby bind ourselves and our respectives.	held and firmly bound unto the City of Madison, ID NINE HUNDRED SIXTY-EIGHT AND NO/100 es, for the payment of which sum to the City of stive executors and administrators firmly by these
The condition of this Bond is such that if the above be perform all of the terms of the Contract entered into be construction of:	oounden shall on his/her part fully and faithfully etween him/herself and the City of Madison for the
2019 PARKS DIVISIO CONTRACT 5 Parks in the City of	NO. 8288 of Madison, WI
in Madison, Wisconsin, and shall pay all claims for prosecution of said work, and save the City harmless in the prosecution of said work, and shall save harml (under Chapter 102, Wisconsin Statutes) of employed is to be void, otherwise of full force, virtue and effect.	ess the said City from all claims for compensation as and employees of subcontractor, then this Bond
Signed and sealed this 23rd day	ofApril, 2019
Countersigned:	DAN LARSEN LANDSCAPING, INC. Company Name (Principal)
mearan Lurahum	On 2
Witness Land M Secretary	Daniel Larsen, President Seal American Contractors Indemnity Company
•	*
Approved as to form:	Surety Seal Salary Employee Commission By Jeremy Crawford, Attorney-In-Fact
This certifies that I have been duly licensed as an National Producer Number 7234863 for the with authority to execute this payment and perform revoked.	agent for the above company in Wisconsin under the year 2019, and appointed as attorney-in-fact ance bond which power of attorney has not been
4/23/2019	
Date	Agent Signature Jeremy Crawford, Attorney-In-Fact







POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a M aryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber or Michael E. Konzen of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, ******Five Million***** providing the bond penalty does not exceed (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY UNITED STATES SURETY COMPANY USESPECIAL TWINSURANCE COMPANY

State of California

County of Los Angeles



Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature :

(seal)

SONIA O. CARREJO Notary Public - California Los Angeles County Commission # 2239479 My Comm, Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of April April 2019

Corporate Seals

Bond No. 1001133095

Agency No. 8219









Kio Lo, Ass Secretary Kan't Kopy'' K1 Security Paper

Color Match
Color Match
Adificial Watermank
Anit-Cooy Coin Rub
Erasure Protection
Security Features Box
Monophint Protection
Acid Free

Hidden Pantograph
 Color Match
 Artificial Watermark
 Anti-Copy Coin Rub
 Erasure Protection
 Security Features Box
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Hidden Pantograph
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 Anti-Copy Coin Pub
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 Microprint Protection
 Acid Free

Kan't Kopy" K1 Security Paper

SHEETS

L-1

OLBRICH PARK (WALTER ST)

L-3

WARNER PARK (BOAT LAUNCH)

WARNER PARK (BOAT LAUNCH)

WARNER PARK (PARKING LOT)

L-6

WARNER PARK (PARKING LOT)

L-7

WARNER PARK (PARKING LOT)

L-7

WARNER PARK (PARKING LOT)

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WARNER PARK (PARKING LOT)

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WARNER PARK (PARKING LOT)

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WARNER PARK (PARKING LOT)

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WARNER PARK (PARKING LOT)

City of Madison Department of Public Works PARKS DIVISION

City-County Building, Suite 104 210 Martin Luther King, Jr. Blvd. PO Box 2987 Madison, WI 53701-2987

play MADISON PARKS

2019 PARKS DIVISION LANDSCAPING CONTRACT

CITY OF MADISON PARKS DIVISION DEPARTMENT OF PUBLIC WORKS CONTRACT 8288 MUNIS NOs: 10543-51-130, 19045-51-130, 17381-51-130, 17492-51-130

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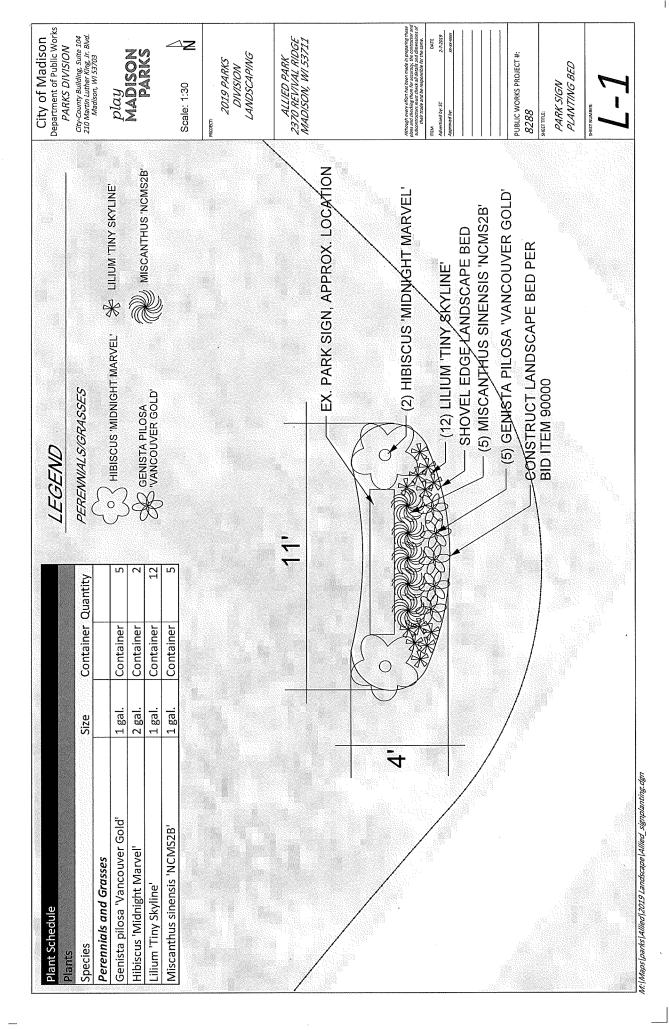
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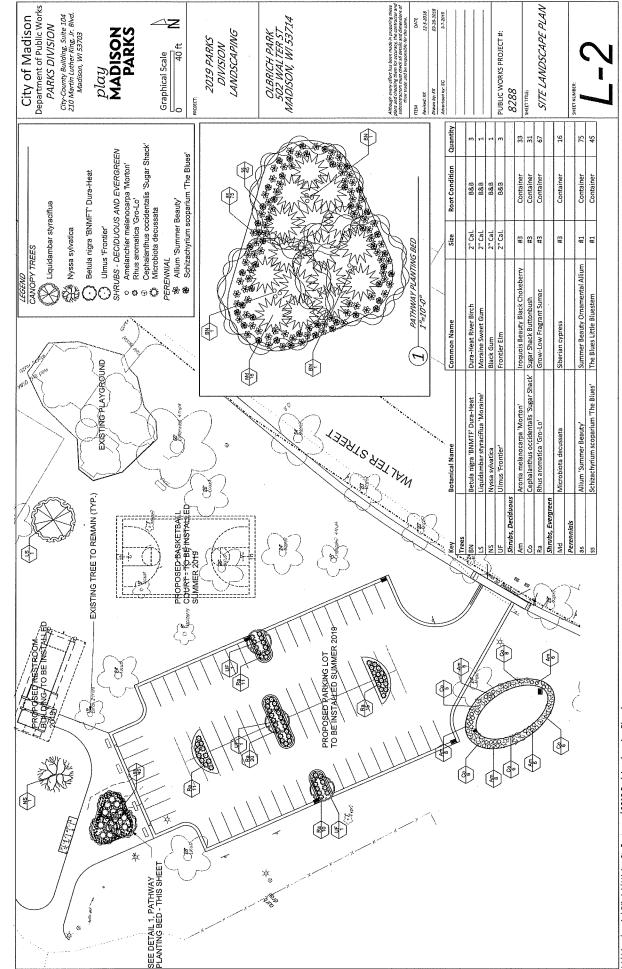
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COVER SHEET

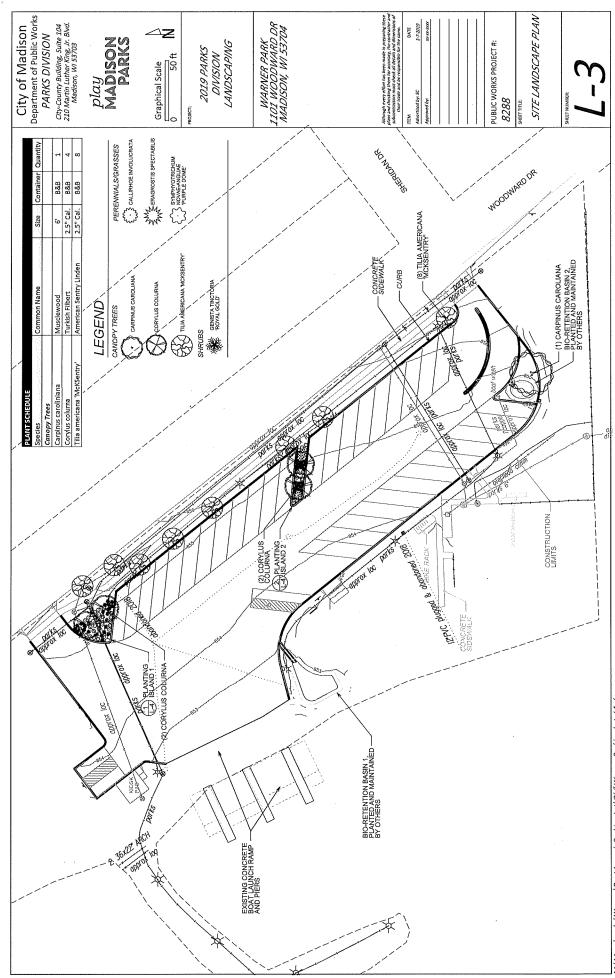
LANDSCAPE PLANS

M.|Maps|parks|Landscaping|2017|2017_7879_Landscape_Contract_ttlsht.dgn

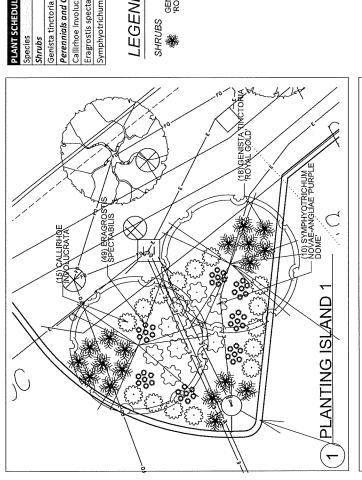




M:|Maps|parks|Olbrich|WalterSt_Restroom|2019 Park Landscaping Plan.dgn



M:|Maps|parks|Warner|Boat Launch Parking Lot|Old|Warner Parking Lot- LA.dgn



PLAINI SCHEDULE Species	Shrubs Genista tinctoria 'Royal (Perennials and Grasses Callirhoe involucrata Eragrostis spectabilis	Symphyotrichum novae-	SHRUBS GENISTA T ROYAL GO				
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E				*
	Common Name	Size	Size Container Quantity	Quantity
a 'Royal Gold'	Royal Gold Woadwaxen	#3	CONT.	34
Grasses				
crata	Purple Poppy Mallow	#1	CONT.	21
abilis	Purple Love Grass	#1	CONT.	96
n novae-angliae 'Purple Dome' Purple Dome Aster	Purple Dome Aster	#1	CONT.	14

City of Madison Department of Public Works

PARKS DIVISION

City-County Building, Suite 104 210 Martin Luther King, Jr. Blvd. Madison, WI 53703

play MADISON PARKS

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Graphical Scale $0 mtext{25}$ ft

TINCTORIA SOLD'

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PERENNIALS

CALLIRHOE INVOLUCRATA

ERAGROSTIS SPECTABILIS SYMPHYOTRICHUM NOVAE-ANGLIAE 'PURPLE DOME'

WARNER PARK 1101 WOODWARD DR MADISON, WI 53704

2019 PARKS DIVISION LANDSCAPING

DATE 2-7-2019

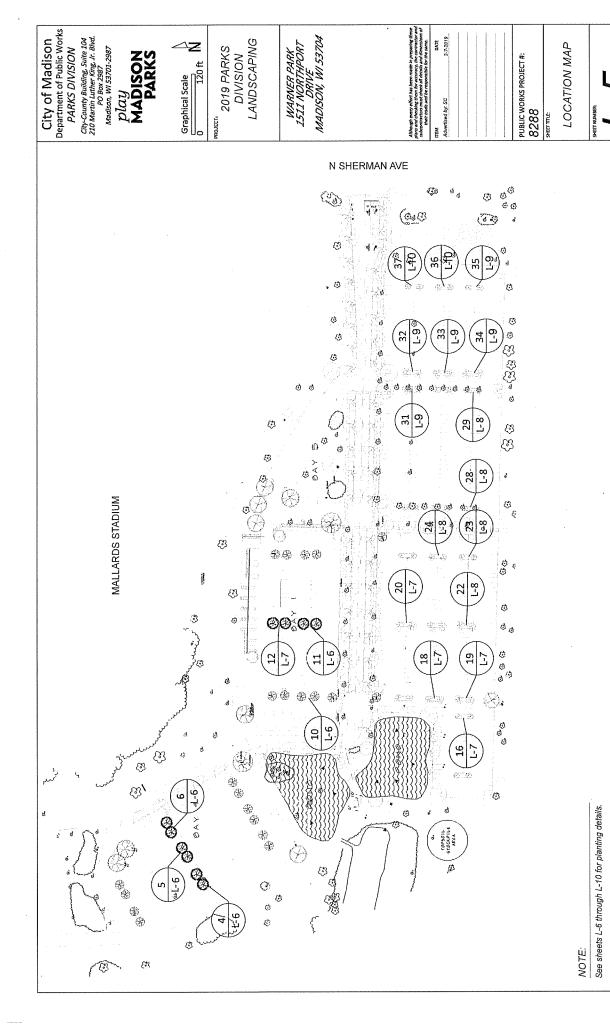
PUBLIC WORKS PROJECT #: 8288

LANDSCAPE PLAN PLANTING DETAILS

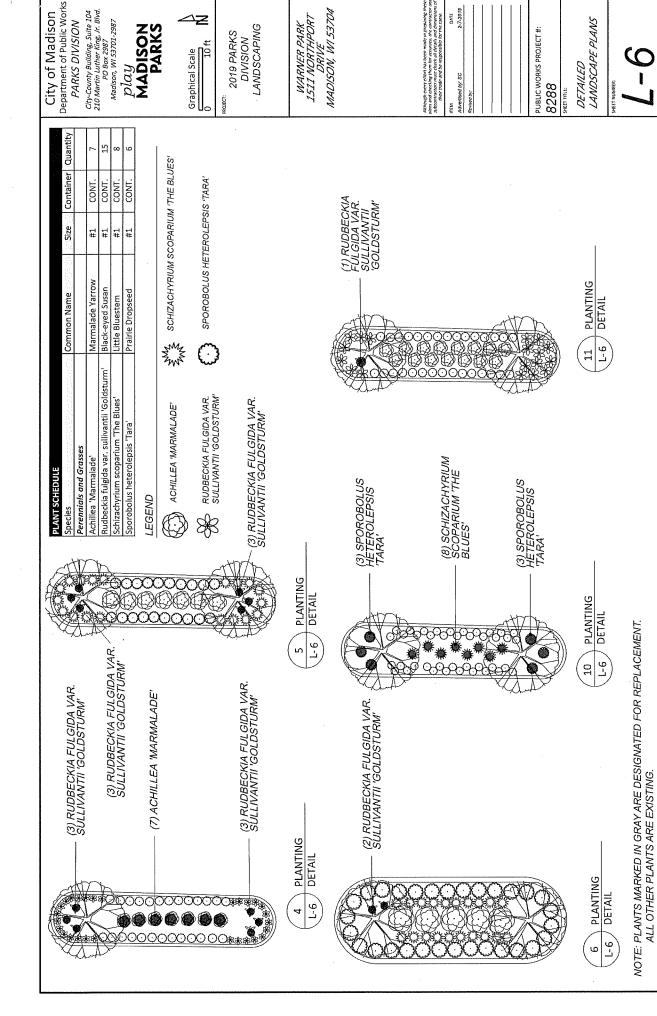
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(16) GENISTA TINCTORIA 'ROYAL GOLD'

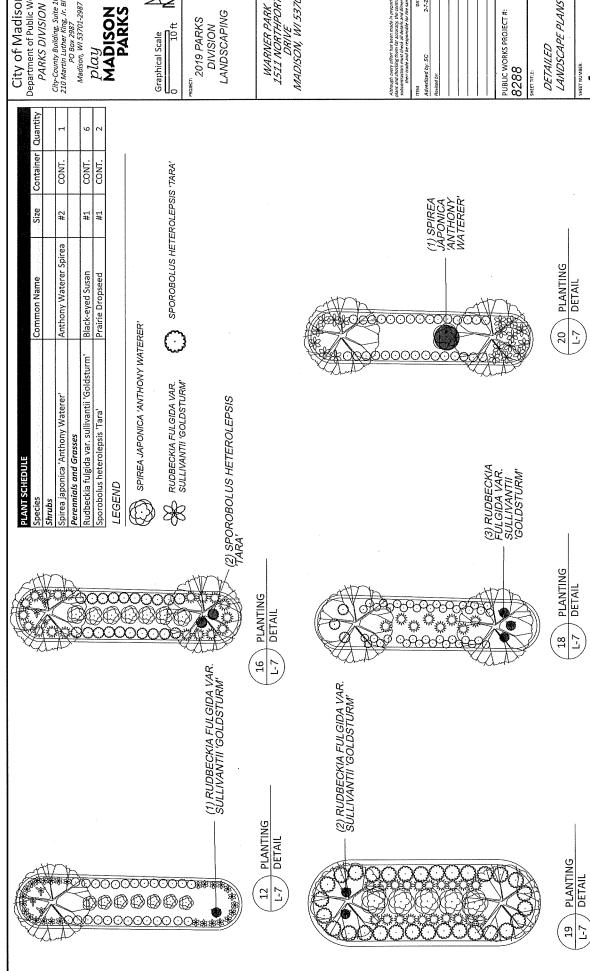
2 PLANTING ISLAND 2



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DATE 2-7-2019



City of Madison
Department of Public Works
PARKS DIVISION

City-County Building, Suite 104 210 Martin Luther King, Jr. Blvd. PO Box 2987 Madison, WI 53701-2987

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Graphical Scale

2019 PARKS

DIVISION

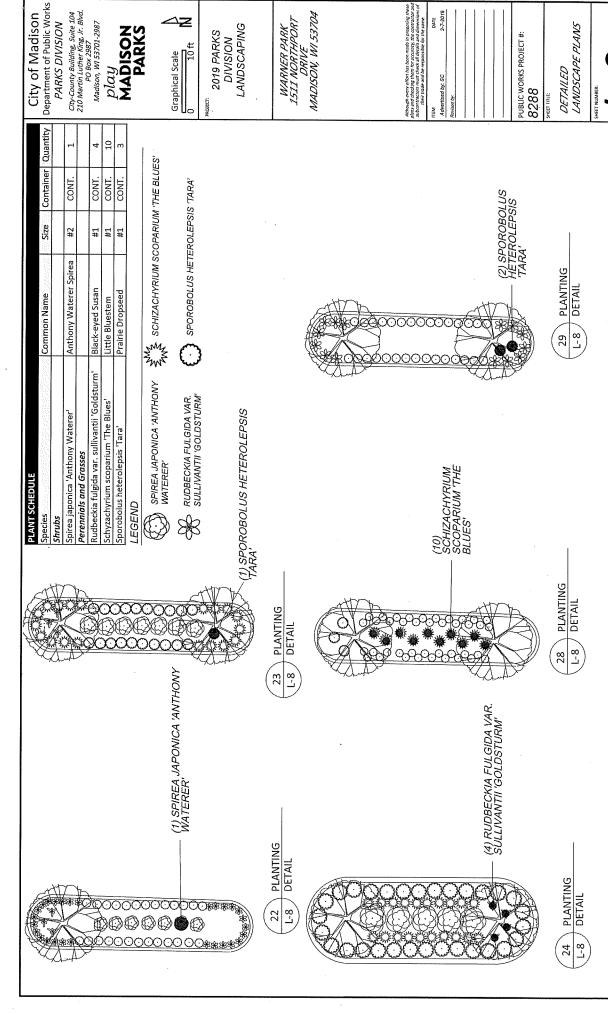
LANDSCAPING

WARNER PARK 1511 NORTHPORT DRIVE MADISON, WI 53704

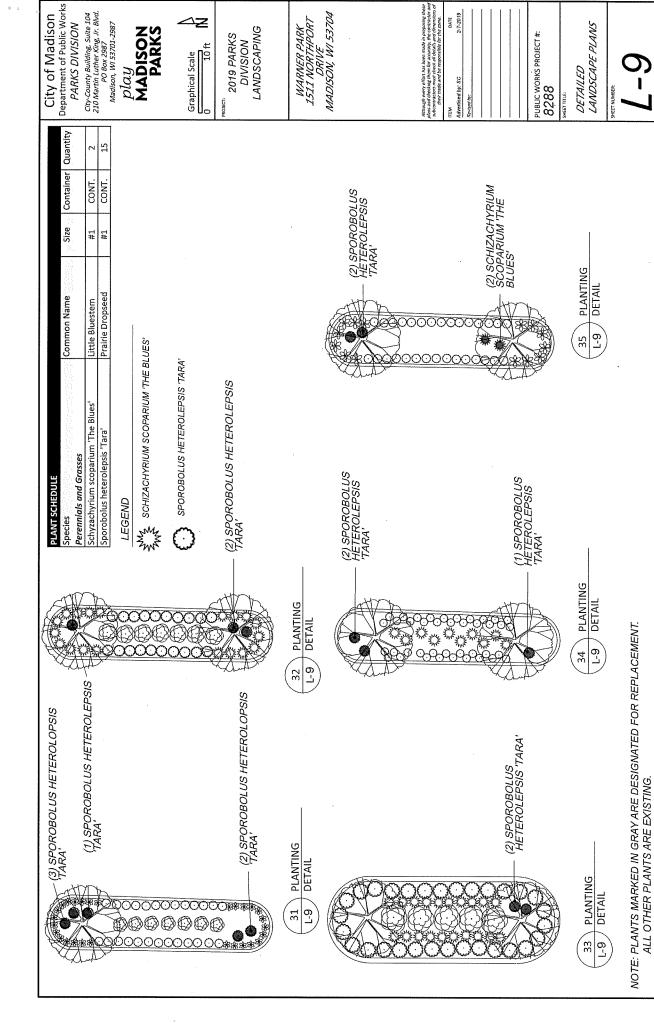
DATE 2-7-2019 Advertised by: SC

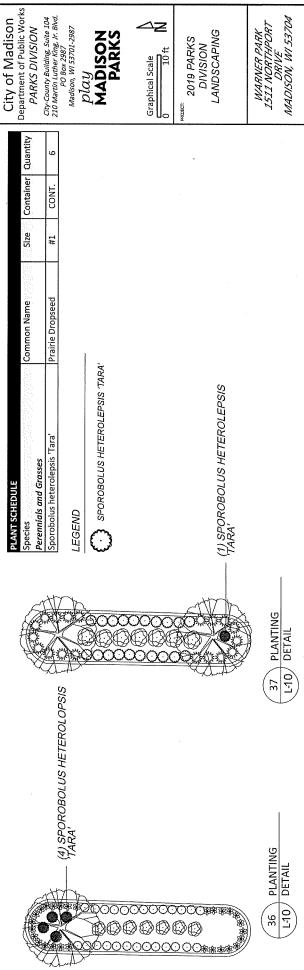
PUBLIC WORKS PROJECT #:

DETAILED



NOTE: PLANTS MARKED IN GRAY ARE DESIGNATED FOR REPLACEMENT. ALL OTHER PLANTS ARE EXISTING.





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LANDSCAPE PLANS

NOTE: PLANTS MARKED IN GRAY ARE DESIGNATED FOR REPLACEMENT. ALL OTHER PLANTS ARE EXISTING.