

\$81,586.73
FILE COPY

BID OF TALLGRASS RESTORATION, LLC

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

TENNEY PARK LAGOON BIOSTABILIZATION

CONTRACT NO. 8480

MUNIS NO. 19050-51-200 & 17421-51-200

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JANUARY 5, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

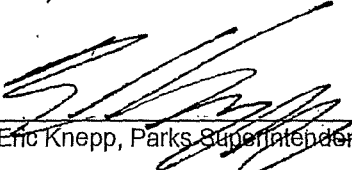
**TENNEY PARK LAGOON BIOSTABILIZATION
CONTRACT NO. 8480**

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U.S. ARMY CORP OF ENGINEERS	

This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

EMK: scl

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:	TENNEY PARK LAGOON BIOSTABILIZATION
CONTRACT NO.:	8480
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	11/12/2020
BID SUBMISSION (2:00 P.M.)	11/19/2020
BID OPEN (2:30 P.M.)	11/19/2020
PUBLISHED IN WSJ	10/29/2020, 11/5/2020 & 11/12/2020

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, jtorresmeza@cityofmdison.com.

PREQUALIFICATION APPLICATION: Forms are available 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.

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 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 (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 DISCREPANCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

TENNEY PARK LAGOON BIOSTABILIZATION CONTRACT NO. 8480

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 104: SCOPE OF WORK

This project consists of ecological restoration of the Tenney Park shoreline to replace native shoreline plantings that were damaged in the 2018 August/September flooding event.

This project includes removal of invasive species, seeding and planting operations, and maintenance of plantings.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities 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 Increased Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in

writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

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 SCHEDULE (ARTICLE 105.13)
- TRAFFIC CONTROL PLAN (ARTICLE 107.7)
- METHODS AND EQUIPMENT PLAN (ARTICLE 109.5)
- INVASIVE PLANT REMOVAL METHODS SUBMITTAL

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The Contractor shall be responsible for staking out the layout of all landscape beds, including seeding areas, as shown on plans with either spray paint or flags. The Contractor must notify the Engineer 48 hours prior to staking landscape beds. The Contractor shall give the Engineer at least 10 business days after staking to review landscape beds prior to brushing, seeding, or planting.

The Contractor shall be responsible for keeping the landscape beds defined with flags, spray paint, etc. throughout 2021 to define the edge for city mowers.

Any questions regarding the layout and staking of this project should be directed to Sarah Lerner at the Parks Division at (608) 261-4281.

SECTION 105.12: COOPERATION BY CONTRACTOR

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

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft. The Contractor shall attend a pre-construction meeting prior to the start of construction.

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.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

The Contractor shall be responsible for relocating utilities as necessary for digging activities.

In addition to utilities, the Contractor shall be responsible for locating muskrat barrier that was installed in 2015. The location of muskrat barrier is identified in the plans of contract 7386 Tenney Lagoon Shoreline Restoration & Tenney Park (E. Johnson St) Bike Path at <http://www.cityofmadison.com/business/pw/contracts/docAndSpecs.cfm?ContractNumber=7386>.

Muskrat barrier can be located via a metal detector. The Contractor shall be responsible for replacing and repairing any damaged utilities or muskrat barrier.

Tenney Park is a popular public facility that is heavily used by local residents. The Contractor shall expect heavy pedestrian traffic throughout the work zones and shall be prepared to accommodate park users. Additionally, the Contractor shall be aware of the following activities, for which they will need to make special accommodations:

- The John Wall Pavilion (main park shelter) is a reservable park shelter. The Contractor shall not block doorways, drinking fountains, picnic tables, restrooms, etc. The parking lot of the John Wall Pavilion shall not be used for staging. The Contractor must work around dates when the shelter is reserved for use. The Contractor shall be responsible for ensuring at the end of each day, that the work site is left clean, orderly, free of construction debris, barricades, etc. The Contractor may have to work around specific shelter reservation dates, and may be required to change schedules depending on special events and reserved dates.
- Park maintenance activities will occur throughout the duration of the contract. The Contractor shall accommodate mowing, trash pickup, and other maintenance activities. The Contractor may contact Kristin Mathews, Parks East Operations Supervisor at kmmathews@cityofmadison.com with questions or concerns regarding maintenance. Mowing and maintenance of all landscape beds proposed in these plans, shall be the responsibility of the Contractor, City staff will not be performing any mowing or brushing in these areas.

The water level within the Tenney Park lagoon is generally at elevation 847. Water intake is controlled by a control structure adjacent to Sherman Avenue. Water outflow is controlled by a structure at the pedestrian bridge at the end of Thornton Avenue. The maximum outflow is regulated by the water level of the Yahara River, and water within the lagoon cannot be lowered below the level of the Yahara River. Therefore, while generally at elevation 847, the water level fluctuates throughout the year between elevation 846.8 and 847.5. In addition to this fluctuation, in spring and fall, the lagoon is flushed of debris. During these times the water level can change from 847 to 845.5. The Contractor shall be responsible to plant species that are tolerant of water fluctuations at appropriate locations based on the changed in water level described.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall complete any portions 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 construction activities and maintenance.

SECTION 107.7: MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not

start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The Contractor shall maintain two-way traffic on N. Thornton Ave. and access to the Tenney Park Parking Lot at all times. The Contractor shall maintain two-way bike traffic along N. Thornton Ave. at all times, either on the street or on the parallel path.

The Contractor shall maintain two-way traffic on Marston Ave. at all times.

The Contractor shall maintain a minimum of a 12 foot travel lane in each direction on Sherman Ave. at all times.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

The Contractor may remove parking within the project limits as indicated on the Traffic Control Plan. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

SECTION 108.2: PERMITS

The following permits were obtained in 2015 by the City of Madison:

1. Wisconsin Department of Natural Resources NOI
2. U.S. Army Corps of Engineers General Permit

Both the Wisconsin DNR and the U.S. Army Corps of Engineers have determined that the original permits are sufficient for replanting damaged vegetation.

The Contractor shall meet the conditions of the original permits (Appendix C: Permits) and must keep a copy of each individual permit on site at all times throughout construction. These permits are specifically for grading operations and general restoration and do not include any approvals for herbicide application.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project such as permits for aquatic application of herbicide. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction. Obtaining additional permits shall be considered incidental to this contract.

The Bureau of Natural Heritage Conservation determined through an Endangered Resources (ER) Review that endangered species may exist in the area. The review identifies two recommended actions specific to the Plains gartersnake (*Thamnophis radix*) and the Blanding's Turtle (*Emydoidea blandingii*). These are included in Appendix A: Wisconsin DNR ERR Review. Parks staff is not aware of either of these species being found at this site.

The Contractor shall review these recommendations and implement them as necessary to conserve Wisconsin's Endangered Resources.

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 and seeding shall be carried out at a rate so as to secure full completion within the contract times outlined in Article 207 and 209, 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 4:30 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.

ARTICLE 109.5: METHODS AND EQUIPMENT

Due to the poor soil conditions and limited working areas along the shoreline, the Contractor shall use small or low-earth pressure equipment. Vehicular access to the island shall be limited to the Thornton Avenue bridge. The Thornton Avenue bridge is 10' wide and can only accommodate 20,000 lbs loadings for a truck with a single rear axle at a very low speed. Any damage to the existing bridge due to use outside of approved methods and equipment plan, shall be the responsibility of the Contractor to repair as deemed satisfactory by the Engineer. The Contractor shall be required to submit a Methods and Equipment Plan for approval by the Engineer prior by to construction.

The Methods and Equipment Plan shall identify the make and model of construction vehicles used, their weight, the full load weight with materials, and the planned haul routes for construction. The Contractor shall not be allowed to stage unplanted plants on site overnight, over weekends and/or holidays.

SECTION 109.7: TIME OF COMPLETION

Seeding and planting shall be completed in 2021. Spring planting for all plants shall start from the time frost is out of the ground to July 1, 2021.

Plant maintenance shall continue until the end of the 2021 growing season.

The contract shall be completed by November 20, 2021.

SECTION 109.14: MOBILIZATION

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

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

SECTION 207: SEEDING

Seed bed preparation shall be incidental to all seeding bid items. The Contractor shall encounter the following types of seed bed:

- In areas of existing woody or previously existing woody vegetation there may be significant organic debris on the ground including branches, leaf litter, etc. The Contractor shall be responsible for raking and removing debris and preparing the seed bed to ensure germination of seed.
- In areas of existing non-native or invasive vegetation, the Contractor shall remove existing undesirable vegetation and seed into existing ground.
- Seeding may occur in winter of 2020 to spring 2021 to allow for stratification.

BID ITEM 20707– WET MESIC SEEDING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place wet mesic seed as defined in these special provisions and the City of Madison Standard Specifications for Public Works Construction.

Wet mesic seed shall be custom mixed or a modified pre-designed mix from an approved native seed supplier.

In areas where there is not existing temporary annual cover crop, seed shall be sown with annual cover crop. Cover crop type shall be submitted to the Engineer for approval prior to seeding.

Seed at the rate recommended by the manufacturer. Submit additions or substitutions and final mix to Engineer for approval. The Engineer shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

Proposed substitutions shall be submitted one week prior to bid due date.

The native mix shall be as listed below.

WET MESIC SEED MIX				
DESCRIPTION	% BY WEIGHT	QTY		# of SEEDS
FORBS				
Acorus americanus (Sweet Flag)	4.72	3.676	OZ	23,864
Ageratina altissima (White Snakeroot)	.47	.362	OZ	54,240
Anemone canadensis (Canada Anemone)	1.42	1.085	OZ	8,678
Asclepias syriaca (Common Milkweed)	3.77	2.893	OZ	11,570
Astragalus Canadensis (Canada Milk Vetch)	1.89	1.446	OZ	24,587
Chamaecrista fasciculata (Partridge Pea)	5.66	4.339	OZ	11,715
Echinacea pallida (Pale Purple Coneflower)	3.77	2.892	OZ	15,042
Epilobium glandulosum (Northern Willow Herb)	.71	.542	OZ	32,544
Gentiana flavida (Cream Gentian)	1.89	1.446	OZ	202,482
Hypericum majus (Greater Canada St. John's Wort)	.24	.181	OZ	542,400
Iris virginica var. shrevei (Southern Blue Flag)	4.72	3.616	OZ	3,616
Lobelia siphilitica (Great Blue Lobelia)	2.83	2.169	OZ	1,804,700
Lycopus americanus (Water Horehound)	.47	.362	OZ	47,008

Lysimachia quadriflora (Prairie Loosestrife)	.71	.542	OZ	48,816
Lythrum alatum (Winged Loosestrife)	.71	.542	OZ	1,627,200
Mimulus ringens (Monkey Flower)	.94	.723	OZ	1,663,130
Oligoneuron riddellii (Riddell's Goldenrod)	1.89	1.446	OZ	134,506
Pedicularis lanceolata (Marsh Betony)	2.83	2.169	OZ	95,454
Prenanthes racemosa (Rattlesnake Root)	.71	.542	OZ	10,848
Pycnanthemum virginianum (Mountain Mint)	1.42	1.085	OZ	238,634
Rudbeckia hirta (Black-eyed Susan)	7.55	5.785	OZ	532,229
Sagittaria cuneata (Arrowleaf Arrowhead)	.94	.723	OZ	45,555
Saxifraga pensylvanica (Swamp Saxifrage)	.47	.362	OZ	144,640
Symphyotrichum praealtum (Willow Aster)	.94	.723	OZ	94,003
Taenidia integerrima (Yellow Pimpernel)	.71	.542	OZ	3,254
Tradescantia ohiensis (Ohio Spiderwort)	6.60	5.062	OZ	40,496
Zizia aurea (Golden Alexanders)	6.60	5.062	OZ	55,682
Totals of Forbs	65.57	50.259	OZ	6,796,893
GRASSES, SEDGES & RUSHES				
Carex comosa (Bristly Sedge)	5.66	4.339	OZ	130,164
Carex hystericina (Porcupine Sedge)	2.83	2.169	OZ	65,082
Carex stipata (Awl-fruited Sedge)	5.66	4.339	OZ	364,459
Carex vulpinoidea (Brown Fox Sedge)	5.66	4.339	OZ	147,519
Eleocharis obtuse (Blunt Spike Rush)	2.36	4.339	OZ	433,880
Glyceria canadensis (Rattlesnake Grass)	1.89	1.808	OZ	180,790
Glyceria striata (Fowl Manna Grass)	2.83	1.446	OZ	107,026
Juncus canadensis (Canada Rush)	.94	2.169	OZ	195,246
Juncus interior (Inland Rush)	.94	.723	OZ	542,325
Totals of Grasses, Sedges & Rushes	34.43	26.394	OZ	2,024,680
TOTALS	100	76.653	OZ	4,191,171
		4.791	LB	10,988,064
Seeding rate: 349 seeds per square foot				

For Contractor's information, a custom seed mix meeting these specifications is available from Prairie Moon Nursery, Winona MN (866) 417-8156.

METHOD OF MEASUREMENT

Wet Mesic Seeding shall be measured by the plan square foot quantity. Any increases or decreases in seeding shall be measured by the Contractor and verified by the Engineer.

BASIS OF PAYMENT

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

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 latest edition of the City of Madison Standard Specifications for Public Works Construction and as outlined in these Special Provisions.

All plantings shall be installed in spring 2021 and shall be completed by July 1, 2021.

Care of plants and preparing ground for planting shall be incidental to bid items 20901-20910 as defined in Subsection 209.6(b) and shall continue until the end of the 2020 growing season.

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to treat and remove invasive plants during the 2021 growing season to promote establishment of native plants and seeds in the areas shown on sheet L-11.

This bid item includes treatment of invasive and aggressive plants in all recently planted or seeded areas. Plants to be removed through this bid item include, but are not exclusive to, the list included in Appendix B. This work shall include removal of woody material 4" d.b.h. and smaller. This bid item does not include removal of trees greater than 4" d.b.h.

The Contractor shall employ personnel capable of identifying invasive plants and removing the plant as appropriate for that specific species.

This contract shall include at least five site visits to treat all invasive vegetation, and shall occur at least one time per month from May – September, unless otherwise approved by the Engineer.

During each treatment the Contractor shall use a combination of the following, listed below in the order of the preferred method by the City of Madison:

- Mowing (for annual invasive plants that can be managed by removing the seeds produced that season).
- Hand pulling (for individual small patches of invasive plants that do not spread more aggressively after hand pulling - i.e. hand pulling is not allowed for Japanese Knotweed which spreads rhizomatically and would become more aggressive if hand pulled).
- Prescribed Burning – for locations where burning would be an effective treatment. Exact locations to be burned shall be determined upon contract award.
- Spot herbicide application by "painting" treated stumps, or the "glove of death method" which requires placing a chemical resistant glove over one hand, putting a cotton glove over that, and then spraying herbicide on the cotton glove and hand wiping the undesirable plant.
- Spray herbicide with backpack and pump sprayers, selectively spraying undesirable species.

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 herbaceous 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 as described in this bid item.

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

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.

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

The Contractor shall adhere to the following:

- 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.
- The Contractor shall remove trash that has accumulated on site at each treatment and shall dispose at no additional compensation.
- The Contractor shall be responsible for replacing any native species at the direction of the Landscape Architect that have died as a result of herbicide overspray which can include trees, shrubs, and forbs.
- All herbicide application signage must be clearly visible.
- The Contractor shall be required to use aquatic herbicide as necessary for all areas required by the Wisconsin Department of Natural Resources and to obtain all required permits necessary for application of aquatic herbicide.
 - The Contractor shall submit to the Landscape Architect an herbicide submittal for approval prior to any invasive removal 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 Japanese knotweed shall be treated with Milestone® or Perspective® herbicide per product instructions. In spring, the Contractor shall cut the Japanese knotweed stocks and apply/inject herbicide directly into the stalk. In fall, the Contractor shall identify any missed/ untreated knotweed or re-sprouts from the spring herbicide application and treat it via foliar application. Other methods or products for removing Japanese knotweed must be approved by the Landscape Architect prior to application.

Prior to removing invasive plants, the Contractor shall submit the proposed method for removals for approval from the Landscape Architect.

The Contractor shall be responsible for mulching all newly planted areas and mulching existing landscape bed that is contiguous with new plantings to suppress weed growth.

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

Plants shall be watered the day of installation. Watering the day of installation shall be incidental to this bid item. In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer at any time and shall be incidental to BID ITEMS 20901-20910. 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.

Drought Watering shall be paid separately under BID ITEM 20970, and shall only be paid when the U.S. Drought Monitor has classified the City of Madison as D-3 Drought Extreme as defined in Subsection 209.5(j).

A monthly inspection of all landscape areas shall be completed by the Contractor. 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.

All trees and shrubs shall conform to the sizes specified below:

BOTANICAL NAME	COMMON NAME	SIZE	ROOT
SHRUBS			
Aronia melanocarpa	Black Chokeberry	#3	CONT
Aronia melanocarpa 'Morton'	Iroquois Beauty Chokeberry	#3	CONT
Cephalanthus occidentalis	Buttonbush	#1	CONT
Ilex verticillata 'Red Sprite/Nana'	Red Sprite Winterberry	#3	CONT
Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	#3	CONT
Sambucus canadensis	Elderberry	#2	CONT
Viburnum trilobum 'J N Select'	Redwing® American Cranberry Bush	#5	CONT

BID ITEM 20908 – WET MESIC PLANTS

DESCRIPTION

This bid item shall include all necessary work, labor and incidentals required to procure and install wet mesic 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. Wet mesic plants shall be placed 1.5' O.C.

Wet mesic plants shall be installed in general areas defined on the plan. The Contractor shall be responsible for determining the exact location based on existing vegetation, removals, sun/shade and soil moisture.

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.

WET MESIC PLANTS			
BOTANICAL NAME	COMMON NAME	QUANTITY	UNIT
FORBS			
Acorus calamus	Sweet Flag	180	EA
Alisma trivale	Water Plantain	180	EA
Anemone canadensis	Canada Anemone	180	EA
Asclepias incarnata	Swamp Milkweed	180	EA
Boltonia asteroides	False Aster	148	EA
Chelone glabra	Turtlehead	180	EA

Eupatorium maculatum	Joe Pye Weed	148	EA
Eupatorium perfoliatum	Boneset	148	EA
Iris versicolor	Blueflag Iris	180	EA
Liatris ligulistylis	Meadow Blazing Star	180	EA
Liatris spicata	Dense Blazingstar	180	EA
Lobelia cardinalis	Cardinal Flower	180	EA
Lobelia siphilitica	Blue Lobelia	148	EA
Mimulus ringens	Monkey Flower	180	EA
Rudbeckia triloba	Brown-eyed Susan	148	EA
Pedicularis lanceolata	Swamp Lousewart	180	EA
Pycnanthemum virginianum	Mountain Mint	148	EA
Physostegia virginiana	Obedient Plant	148	EA
Solidago ridellii	Riddell's Goldenrod	148	EA
Symphyotrichum novae-angliae	New England Aster	180	EA
Verbena hastata	Blue Vervain	148	EA
Veronicastrum virginicum	Culver's Root	148	EA
SUBTOTAL		3640	EA
GRASSES, SEDGES AND RUSHES			
Carex aquatilis	Water Sedge	360	EA
Carex bebbi	Bebb's Sedge	376	EA
Carex comosa	Bottlebrush Sedge	400	EA
Carex gracillima	Graceful Sedge	400	EA
Carex hystericina	Porcupine Sedge	400	EA
Carex lacustris	Lake Sedge	400	EA
Carex lupulina	Common Hop Sedge	400	EA
Carex muskingmensis	Palm Sedge	400	EA
Carex stipata	Awl-fruited Sedge	400	EA
Carex stricta	Tussock Sedge	400	EA
Carex vulpinoidea	Fox Sedge	400	EA
Chasmanthium latifolium	River Oats	400	EA
Glyceria striata	Fowl Manna Grass	400	EA
Juncus effusus	Soft Rush	400	EA
Juncus torreyi	Torrey Rush	400	EA
Scirpus atrovirens	Green Bulrush	400	EA
SUBTOTAL		6336	EA
TOTAL		9976	EA

METHOD OF MEASUREMENT

Wet mesic plants shall be measured per each individual plant and have been measured based on the plan quantity. 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

Wet mesic 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 20909 - COIR LOG PLANTS

DESCRIPTION

This bid item shall include all necessary work, labor and incidentals required to procure and install coir log 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.

Coir log plants shall not be planted in coir logs, but in the soil immediately behind the coir logs.

All plants shall be installed from approximately 2 1/2"D x 2 1/2"W x 4"H containers. Plants shall be installed into existing coir log, spaced 1.5' O.C.

COIR LOG PLANTS			
BOTANICAL NAME	COMMON NAME	QUANTITY	UNIT
FORBS			
Acorus calamus	Sweet Flag	192	EA
Alisma trivale	Water Plantain	192	EA
Alisma subcordatum	Mud Plantain	192	EA
Calla palustris	Wild Calla	192	EA
Sagittaria latifolia	Arrowhead	192	EA
SUBTOTAL		960	EA
SEDGES AND RUSHES			
Carex aquatilis	Water Sedge	100	EA
Carex lacustris	Lake Sedge	100	EA
Carex stipata	Awl-fruited Sedge	100	EA
Eleocharis obtusa	Blunt Spike Rush	100	EA
Eleocharis acicularis	Needle Spike Rush	100	EA
Eleocharis palustris	Common Spike Rush	100	EA
Juncus effusus	Soft Rush	100	EA
Sparganium americanum	Bur Reed	100	EA
Scirpus atrovirens	Green Bulrush	100	EA
Scirpus pungens	Three-square Bulrush	119	EA
SUBTOTAL		1019	EA
TOTAL		1979	EA

METHOD OF MEASUREMENT

Coir Log 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

Coir Log 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 20910 - WETLAND EMERGENT PLANTS

DESCRIPTION

This bid item shall include all necessary work, labor and incidentals required to procure and install wetland emergent 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.

Wetland Emergent Plants shall be planted at or below the Ordinary High Water Mark of 847.00 to a depth as appropriate for the specific species. It is the responsibility of the Contractor to install these plants below or at the OHWM. The Contractor is responsible securing wetland emergent plants to the lagoon bed as appropriate. The Contractor shall not use metal staples to secure plants to lagoon bed.

Wetland plants shall be placed 1.5' O.C. All plants shall be installed from approximately 2 1/2"D x 2 1/2"W x 4"H containers.

WETLAND EMERGENT PLANS			
BOTANICAL NAME	COMMON NAME	QUANTITY	UNIT
FORBS			
Acorus calamus	Sweet Flag	140	EA
Alisma trivale	Water Plantain	140	EA
Alisma subcordatum	Mud Plantain	140	EA
Ammannia coccinea	Scarlet Toothcup	140	EA
Bidens cernua	Nodding Bur Marigold	140	EA
Caltha palustris	Wild Calla	126	EA
Polygonum amphibium	Water Smartweed	130	EA
Sagittaria latifolia	Arrowhead	130	EA
SUBTOTAL		1086	EA
SEDGES AND RUSHES			
Carex aquatilis	Water Sedge	200	EA
Carex lacustris	Lake Sedge	200	EA
Carex stipata	Awl-fruited Sedge	200	EA
Eleocharis obtusa	Blunt Spike Rush	200	EA

Eleocharis acicularis	Needle Spike Rush	200	EA
Eleocharis palustris	Common Spike Rush	200	EA
Juncus effusus	Soft Rush	200	EA
Sparganium americanum	Bur Reed	200	EA
Scirpus atrovirens	Green Bulrush	200	EA
Scirpus pungens	Three-square Bulrush	200	EA
SUBTOTAL		200	EA
TOTAL		3086	EA

METHOD OF MEASUREMENT

Wetland Emergent 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

Wetland Emergent 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 in accordance with Subsection 209.5(j) of the City of Madison Specifications for Public Works Construction for all plants. Drought watering shall only be paid in 2020 for conditions defined in Subsection 209.5(j) of the Specifications.

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 site. 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 including photos of the watering with the date and time that each watering occurred.

BID ITEM 90000 - CONSTRUCTION FENCE (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 fence shall be installed to discourage access to the construction area by the general public during the course of the project. Fence 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 fence 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 fence as needed to perform the work. Fence shall be left in place until construction operations are complete.

Construction fence 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 fence 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 SPECIAL PROVISIONS



Madison Parks Division

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

play
**MADISON
PARKS**

November 16, 2020

NOTICE OF ADDENDUM ADDENDUM 1

CONTRACT NO. 8480

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

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.

SPECIAL PROVISIONS

- **ADD THE FOLLOWING PARAGRAPH TO BID ITEM 20707 – WET MESIC SEEDING**

The following species substitutions are allowed:

- Epilobium cloratum may be substituted for Epilobium glandulosum
- Hypericum pyramidatum may be substituted for Hypericum majus
- Sagittaria latifolia may be substituted for Sagittaria cuneate

- **ADD THE FOLLOING PARAGRAPH TO BID ITEM 20908 – WET MESIC PLANTS**

The following species substitutions are allowed:

- Lythrium alatum may be substituted with Pedicularis lanceolate
- Carex crawfordii may be substituted with Carex gracillima

- **ADD THE FOLLOWING PARAGRAPH TO BID ITEM 20909 – COIR LOG PLANTS**

The following species substitutions are allowed:

- Sparganium eurycarpum can be substituted for Sparganium americanum

- **ADD THE FOLLOWING PARAGRAPH TO BID ITEM 20910 – WETLAND EMERGENT PLANTS**

The following species substitutions are allowed:

- Eupatorium maculatum may be substituted for Ammannia coccinea
- Sparganium eurycarpun may be substituted for Sparganium amercianum

Sincerely,


Eric Knepp, Parks Superintendent



Madison Parks Division

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

play
**MADISON
PARKS**

November 17, 2020

NOTICE OF ADDENDUM ADDENDUM 2

CONTRACT NO. 8480

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

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.

SPECIAL PROVISIONS

- ADD THE FOLLOWING SECTION:

SECTION 105.7 CONTRACT DOCUMENTS

Federal funding from FEMA requires the following:

Termination

Termination for Default – The City may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies and/or work including, but not limited to materials, equipment, and any other components provided for under this contract, or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 (ten) calendar days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

In the event the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the City may deem appropriate, including all articles supplies or services similar to those so terminated. The Contractor shall be liable to the City for any excess costs for such similar work including all materials, services and supplies, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the materials or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery or performance schedule.

Payment for completed work including all articles delivered to and accepted by the City shall be at the Contract price. The City may withhold from amounts otherwise due the Contractor for such completed work including all articles such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Termination for Convenience

The performance of work under this Contract may be terminated at any time upon seven (7)-calendar days written notice to the Contractor, by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the City, the Contractor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the City may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the City may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the City has or may acquire an interest.

The Contractor shall promptly submit its claim for payment to the City to be paid to the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in 48 C.F.R. Part 31.2 except that wherever the word "Government" appears it shall be deleted and the word "the City" shall be substituted in lieu thereof.

Equal Employment Opportunity

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals

(defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Madison. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Madison, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records

(1) The Contractor agrees to provide the State of Wisconsin, the City of Madison, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Madison and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Changes

(1) Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

- ADD THE FOLLOWING SECTION:

SECTION 102.13: FEDERAL PREVAILING WAGE

Prevailing wages are not required for this project.

- REVISE

SECTION 105.9: SURVEYS, POINTS AND INSTRUCTIONS

- Add the following sentence: Elevation 847 is not currently marked in the field. The Contractor shall be responsible for location this elevation. Accuracy using GIS/GPS units is acceptable. The City will provide CAD files with this elevation delineated.

- REVISE

SECTION 109.7: TIME OF COMPLETION

- REMOVE EXISTING SECTION 109.7: TIME OF COMPLETION
- REPLACE WITH THE FOLLOWING: Seeding and planting shall be completed in spring 2021. Spring planting shall start from the time frost is out of the ground and shall continue until June 15th, 2021. Plant maintenance shall be included only up to planting date. This contract shall be complete by June 30th, 2021.

- REVISE

SECTION 207: SEEDING

- Add the following sentence: All seeding shall be overseeding into existing native plant beds. Erosion control matting shall not be required. Existing beds shall be raked to remove debris, and seeded over exposed soil bed or as frost seeding.
- Add the following sentence: Prescribed burn would be sufficient prior to seeding installation.

- REVISE

SECTION 209: TREES, SHRUBS, PERENNIALS AND GRASSES

- Remove sentence: All plantings shall be installed in spring 2021 and shall be completed by July 1, 2021.
- Replace with: All plantings shall be installed in spring 2021 and shall be complete by June 15th, 2021.
- Remove sentence: Care of plants and preparing ground for planting shall be incidental to bid items 20902-20910 as defined in Subsection 209.6(b) and shall continue until the end of the 2020 growing season.
- Replace with: Care of plants and preparing ground for planting shall be incidental to bid items 20902-20910 as defined in Subsection 209.6(b),

including watering shall continue until the end of the 2021 growing season. Invasive removals shall only continue until June 15th, 2021.

- Remove sentence: Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to treat and remove invasive plants during the 2021 growing season to promote establishment of native plants and seeds in the areas shown on sheet L-11.
- Replace with sentence: Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to treat and remove invasive plants in spring of 2021 until planting to promote establishment of native plants and seed.
- Remove sentence: This contract shall include at least five site visits to treat all invasive vegetation, and shall occur at least one time per month from May – September, unless otherwise approved by the Engineer.
- Replace with: This contract shall include three site visits to treat invasive vegetation, unless otherwise approved by the Engineer.
- Remove sentence: Care of plants and preparing ground for planting shall be incidental to bid items 20901-20910 as defined in Subsection 209.6(b) and shall continue until the end of the growing season.
- Replace with sentence: Care of plants, removal of invasive and aggressive plants, and preparing ground for planting as defined in this special provision and as defined in Subsection 209.6(b) shall be considered maintenance and shall be incidental to bid items 20707, and 20901-20910 and shall only apply to newly planted areas.
- Add the following sentence: An early spring burn shall be considered one of the five site visits to treat invasive species in place of a May site visit.
- Add the following sentence: Shrub species may not be substituted.

- REVISE

- BID ITEM 20909 – COIR LOG PLANTS**

- Add the following sentence: Coir logs are existing.

- REVISE

- BID ITEM 90000 – CONSTRUCTION FENCE (PLASTIC)**

- Remove sentence “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.”
 - Replace with sentence “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 directed by the Engineer in locations are deemed to need protection.”
 - Revise Basis of Payment to read as below:

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. Relocating placed construction fence in greater quantities than described in the proposal shall be considered additional construction fence linear footage and paid extra.

Sincerely,



11.17.2020 2:57PM

Eric Knepp, Parks Superintendent

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE TENNEY PARK LAGOON BIOSTABILIZATION

CONTRACT NO. 8480

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 - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Tallgrass Restoration, LLC (name of corporation, partnership, or person submitting bid) LLC a ~~corporation~~ organized and existing under the laws of the State of ILLINOIS a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



SIGNATURE

President

TITLE, IF ANY

Sworn and subscribed to before me this 17th day of November, 2020.


(Notary Public or other officer authorized to administer oaths)

My Commission Expires 10/15/22

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



Contract 8480 – Tallgrass Restoration, LLC

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid.

Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

Method of Submittal for Bidder Acknowledgement (click in box below to choose) *

☒ I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Tuesday proceeding the bid due date shall include a provision extending the bid due date.

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

☒ Addendum 1 *

☒ Addendum 2 *

☐ Addendum 3

☐ Addendum 4

☐ Addendum 5

Section F: Best Value Contracting (BVC)

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for BVC (click in box below to choose) *

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

Ecological Restoration Technicians

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

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

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

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

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

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

TENNEY PARK LAGOON BIOSTABILIZATION
CONTRACT NO. 8480

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Tallgrass Restoration
Address: 3219 E County Rd N Milton, WI 53563
Telephone Number: 608-531-1768 Fax Number: 608-531-2227
Contact Person/Title: Jordan Rowe - Project Manager

Prime Bidder Certification

I, Jordan Rowe Project Manager of
Name Title
Tallgrass Restoration certify that the information
Company

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

[Signature]
Witness' Signature

11/19/20
Date

[Signature]
Bidder's Signature

**TENNEY PARK LAGOON BIOSTABILIZATION
CONTRACT NO. 8480**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
<i>Eco Resource Consulting</i>	<i>Ecological Restoration</i>	<i>8 %</i>
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
<i>TBD</i>	<i>WAITING TO HEAR BACK</i>	%
	<i>FROM City of Madison</i>	%
	<i>with answers to questions</i>	%
		%
		%
		%
Subtotal Contractors who are suppliers:		% x 0.6 = % (discounted to 60%)

Total Percentage of SBE Utilization: ____ %.

TENNEY PARK LAGOON BIOSTABILIZATION

CONTRACT NO. 8480

DATE: 11/19/2020

Tallgrass Restoration, LLC

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$100.00	\$100.00
20707 - WET MESIC SEEDING - SF	32478.00	\$0.28	\$9,093.84
20901 - ARONIA MELANOCARPA - EA	47.00	\$72.00	\$3,384.00
20902 - ARONIA MELANOCARPA 'IROQUOIS BEAUTY' - EA	83.00	\$72.00	\$5,976.00
20903 - CEPHALANTHUS OCCIDENTALIS - EA	20.00	\$72.00	\$1,440.00
20904 - ILEX VERTICILLATA 'NANA' - EA	28.00	\$72.00	\$2,016.00
20905 - ILEX VERTICILLATA 'JIM DANDY' - EA	4.00	\$72.00	\$288.00
20906 - SAMBUCUS CANADENSIS - EA	13.00	\$72.00	\$936.00
20907 - VIBURNUM TRILOBUM 'REDWING' - EA	19.00	\$72.00	\$1,368.00
20908 - WET MESIC PLANTS - EA	9976.00	\$3.29	\$32,821.04
20909 - COIR LOG PLANTS - EA	1979.00	\$3.29	\$6,510.91
20910 - WETLAND EMERGENT PLANTS - EA	3086.00	\$3.29	\$10,152.94
20970 - DROUGHT WATERING - EA	6.00	\$1,050.00	\$6,300.00
90000 - CONSTRUCTION FENCING (PLASTIC) - LF	200.00	\$6.00	\$1,200.00
14 Items	Totals		\$81,586.73

SECTION G: BID BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

TENNEY PARK LAGOON BIOSTABILIZATION CONTRACT NO. 8480

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

Name and Title

Date

11/17/2020

Ron Adams President

Seal SURETY

Travelers Casualty and Surety Company of America

Name of Surety

By

Name and Title

November 16, 2020

Date

John P. Harney, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 1542894 for the year 2020-2021, 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.

November 16, 2020

Date

Agent Signature

353 N Clark St

Address

Chicago, IL 60654

City, State and Zip Code

312-595-8238

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.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John P. Hamey** of Chicago / Oakbrook Terrace Illinois, their true and lawful Attorney-in-Fact 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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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, 2021




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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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

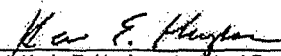
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this 16th day of November, 2020.



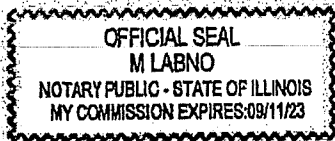

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

State of Illinois
County of Cook

On this 16th day of November 2020, before me personally appeared
John P. Harney, known to me to be the Attorney-in-fact of
Travelers Casualty and Surety Company of America, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.



M Labno
(Notary Public)

(Seal)

SECTION H: AGREEMENT

THIS AGREEMENT made this 13th day of January in the year Two Thousand and Twenty-One 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 **JANUARY 5, 2021**, 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:

TENNEY PARK LAGOON BIOSTABILIZATION CONTRACT NO. 8480

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 **EIGHTY-ONE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 73/100 (\$81,586.73)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

The notice will include a job description, classification, qualifications and application procedures

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l), 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.

**TENNEY PARK LAGOON BIOSTABILIZATION
CONTRACT NO. 8480**

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

Countersigned:

Witness

Date

Witness

Date

TALLGRASS RESTORATION, LLC.

Company Name

President

Secretary

Date

Date

CITY OF MADISON, WISCONSIN

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

Finance Director

Witness

Witness

Date

Date

Date

Approved as to form:

City Attorney

Mayor

City Clerk

Date

Date

Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we TALLGRASS RESTORATION, LLC as principal, and Travelers Casualty and Surety Company of America Company of One Tower Square, Hartford, CT 06183 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of EIGHTY-ONE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 73/100 (\$81,586.73) 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:

**TENNEY PARK LAGOON BIOSTABILIZATION
CONTRACT NO. 8480**

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 13th day of January, 2021

Countersigned:

TALLGRASS RESTORATION, LLC

Company Name (Principal)

Witness

President

Seal

Secretary

Approved as to form:

Travelers Casualty and Surety Company of America

Surety

Seal

☐ Salary Employee

☒ Commission

By

Attorney-in-Fact John P. Harney

City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 1542894 for the year 2020-2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

January 13, 2021

Date

Agent Signature

John P. Harney



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John P. Harney** of Chicago / Oakbrook Terrace Illinois, their true and lawful Attorney-in-Fact 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 **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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**, 2021



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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

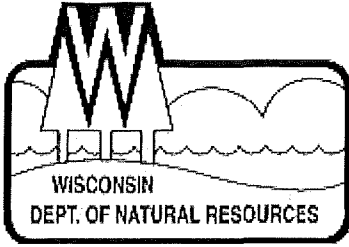
Dated this **13th** day of **January**, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Appendix A: Wisconsin Department of Natural Resources Endangered Resources Review



State of Wisconsin / DEPARTMENT OF NATURAL RESOURCES

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

101 S. Webster St.
Box 7921
Madison, WI 53707-7921

September 20, 2019

Sally Swenson
City of Madison
210 MLK Jr Blvd, Room 115
Madison, WI 53703

SUBJECT: Endangered Resources Review (ERR Log # 19-660)
Proposed Tenney Lagoon, Dane County, WI (T07N R09E S12)

Dear Sally Swenson,

The Bureau of Natural Heritage Conservation has reviewed the proposed project described in the Endangered Resources (ER) Review Request received September 9, 2019. The complete ER Review for this proposed project is attached and follow-up actions are summarized below:

Required Actions: 0 species

Recommended Actions: 2 species

No Follow-Up Actions: 5 species

Additional Recommendations Specified: Yes

This ER Review may contain Natural Heritage Inventory data (<http://dnr.wi.gov/topic/NHI>), including specific locations of endangered resources, which are considered sensitive and are not subject to Wisconsin's Open Records Law. Information contained in this ER Review may be shared with individuals who need this information in order to carry out specific roles in the planning, permitting, and implementation of the proposed project. **Specific locations of endangered resources may not be released or reproduced in any publicly disseminated documents.**

The attached ER Review is for informational purposes and only addresses endangered resources issues. **This ER Review does not constitute DNR authorization of the proposed project and does not exempt the project from securing necessary permits and approvals from the DNR and/or other permitting authorities.**

Please contact me at 608-264-8968 or via email at anna.rossler@wi.gov if you have any questions about this ER Review.

Sincerely,

Anna Rossler

Endangered Resources Review Program

cc:

Endangered Resources Review for the Proposed Tenney Lagoon, Dane County
(ER Log # 19-660)

Section A. Location and brief description of the proposed project

Based on information provided by the ER Review Request form and attached materials, the proposed project consists of the following:

Location	Dane County - T07N R09E S12
Project Description	Repair approximately 6,300 linear feet of vegetative stabilization along the Tenney Lagoon shoreline. Repairs will include replacing native vegetation that died due to prolonged high water after August 2018. Repairs will be completed with hand tools and small equipment. The lagoon banks and areas immediately adjacent will not be disturbed other than to plant plugs.
Project Timing	11/1/2019- 12/31/2020
Current Habitat	Tenney Lagoon is an urban park. The shoreline was stabilized and restored using native vegetation in 2015. The lagoon shoreline is buffered for a minimum of 10 feet behind the shore. The park area behind the buffer consists of turf grass and trees.
Impacts to Wetlands or Waterbodies	The project will occur within wetlands adjacent to Tenney Lagoon. The project will be completed with minimal disturbance and will primarily be completed with hand tools.
Property Type	Public
Federal Nexus	Yes

It is best to request ER Reviews early in the project planning process. However, some important project details may not be known at that time. Details related to project location, design, and timing of disturbance are important for determining both the endangered resources that may be impacted by the project and any necessary follow-up actions. Please contact the ER Review Program whenever the project plans change, new details become available, or more than a year has passed to confirm if results of this ER Review are still valid.

Section B. Endangered resources recorded from within the project area and surrounding area

	Group	State Status	Federal Status
Rusty Patched Bumble Bee Federal High Potential Zone	Bee	NA	HPZ
Rusty Patched Bumble Bee (<i>Bombus affinis</i>)	Bee	SC/FL	LE
Peregrine Falcon (<i>Falco peregrinus</i>)	Bird	END	
Lake Sturgeon (<i>Acipenser fulvescens</i>)	Fish~	SC/H	
Sheathed Pondweed (<i>Stuckenia vaginata</i>)	Plant~	THR	
Plains Gartersnake (<i>Thamnophis radix</i>)	Snake~	SC/H	
Blanding's Turtle (<i>Emydoidea blandingii</i>)	Turtle~	SC/P	SOC

For additional information on the rare species, high-quality natural communities, and other endangered resources listed above, please visit our Biodiversity (<http://dnr.wi.gov/topic/EndangeredResources/biodiversity.html>) page. For further definitions of state and federal statuses (END=Endangered, THR=Threatened, SC=Special Concern), please refer to the Natural Heritage Inventory (NHI) Working List (<http://dnr.wi.gov/topic/nhi/wlist.html>).

Section C. Follow-up actions

Actions that need to be taken to comply with state and/or federal endangered species laws: None

Actions recommended to help conserve Wisconsin's Endangered Resources:

• Plains Gartersnake (*Thamnophis radix*) - Snake~

State Status: SC/H

Impact Type	Impact possible
Recommended Measures	Other
Description of Recommended Measures	<p>Plains Gartersnake may be present at the project site. While hand tools should not impact the snakes, if other equipment will be used, it is recommended to avoid or minimize impacts to the snakes. Avoiding impacts could include having someone walk slowly in front of machinery to facilitate moving snakes out of the way and working in a manner/direction that allows the snakes the ability to leave the active project site.</p> <p>Plains gartersnakes (<i>Thamnophis radix</i>) are a Species of Special Concern in Wisconsin and prefer almost any open-canopy wetland type (not open water) and adjacent open to semi-open canopy upland, including prairies, old fields and weedy vacant lots. They also prefer low-canopy vegetation (<24"), although they will occupy habitats with taller vegetation such as reed canary grass. This species can be active from mid-March through early November, usually emerging shortly after frost-out and remaining active until daytime temperatures fall consistently below 50 deg. F. Breeding usually occurs in April or early May but can occur in fall and live young are born between mid-July and mid-August.</p>

• Blanding's Turtle (*Emydoidea blandingii*) - Turtle~

State Status: SC/P Federal Status: SOC

Impact Type	Impact possible
Recommended Measures	Time of year restriction, Exclusion Fencing, Other
Description of Recommended Measures	<p>Blanding's Turtles may be present at the project site. No suitable wetlands should be impacted. However, suitable nesting habitat may be present in portions of the project site. The following measures can voluntarily be implemented to avoid impacts:</p> <p>Upland nesting habitat – Avoid work in suitable upland nesting habitat (sandy and/or well-drained soils) within 275 m (900 ft) of a wetland or water body during the Blanding's turtle's nesting period (May 20 – October 15). The installation and maintenance of exclusion fencing using the WDNR Amphibian and Reptile Exclusion Fencing Protocol is an avoidance option that can be used during this period as long as the exclusion fencing is installed between October 16 and May 19. Work can then be conducted within the fenced area at any time of year as long as the fencing is maintained.</p> <p>Otherwise if a turtle is found, please carefully move it to suitable habitat outside the project area.</p> <p>Please note, active dates are updated frequently in the spring, starting in early March, and can be checked here: http://dnr.wi.gov/topic/WildlifeHabitat/Herps.asp#regs</p> <p>Blanding's turtles (<i>Emydoidea blandingii</i>) are listed as a Species of Special Concern in Wisconsin. They utilize a wide variety of aquatic habitats including deep and shallow marshes, shallow bays of lakes and impoundments where areas of dense emergent and submergent vegetation exists, sluggish streams, oxbows and other backwaters of rivers, drainage ditches (usually where wetlands have been drained), and sedge meadows and wet meadows adjacent to these habitats. This species is semi-terrestrial and individuals may spend quite a bit of time on land. They often move between a variety of wetland habitats during the active season, which can extend from early March to mid-November. They overwinter in standing water that is typically more than 3 feet deep and with a deep organic substrate but will also use both warm and cold-water streams and rivers where they can avoid freezing. Blanding's turtles generally breed in spring, late summer or fall. Nesting occurs from about mid-May through early July depending on spring temperatures. They strongly prefer to nest in sandy soils and may travel up to 300 m (984 ft) from a wetland or waterbody to find suitable nesting sites. This species appears to display nest site fidelity, returning to its natal site and then nesting in a similar location annually. Hatching occurs from early August through mid-October. This species takes 17 to 20 years or more to reach maturity.</p>

Remember that although these actions are not required by state or federal endangered species laws, they may be required by other laws, permits, granting programs, or policies of this or another agency. Examples include the federal Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, State Natural Areas law, DNR Chapter 30 Wetland and Waterway permits, DNR Stormwater permits, and Forest Certification.

Additional Recommendations

Please note that erosion control netting (also known as erosion control blankets, erosion mats or erosion mesh netting) used to prevent erosion during the establishment of vegetation can have detrimental effects on local snake and other wildlife populations. Plastic netting without independent movement of strands can easily entrap snakes moving through the area, leading to dehydration, desiccation, and eventually mortality. Netting that contains biodegradable thread with the "leno" or "gauze" weave (contains strands that are able to move independently) appears to have the least impact on snakes and should be used in areas adjacent to or near any waterbody.

If erosion matting will be used for this project, use the following matting (or something similar): American Excelsior "FibreNet" or "NetFree" products; East Coast Erosion biodegradable jute products; Erosion Tech biodegradable jute products; ErosionControlBlanket.com biodegradable leno weave products; North American Green S75BN, S150BN, SC150BN or C125BN; or Western Excelsior "All Natural" products.

No actions are required or recommended for the following endangered resources:

• Rusty Patched Bumble Bee Federal High Potential Zone - Bee **State Status: NAFederal Status: HPZ**

Impact Type	No impact or no/low broad ITP/A
Reason	Lack of Suitable Habitat within Project Boundary
Justification	This project falls within the Rusty Patched Bumble Bee High Potential Zone. However, this project will be restoring vegetation. Additionally, wetlands are not considered suitable overwintering habitat so it is unlikely winter work would disturbed overwintering bees. No impacts are anticipated.

• Rusty Patched Bumble Bee (*Bombus affinis*) - Bee **State Status: SC/FLFederal Status: LE**

Impact Type	No impact or no/low broad ITP/A
Reason	Lack of Suitable Habitat within Project Boundary
Justification	Rusty Patched Bumble Bee is known to occur near the project site. However, this project will be restoring vegetation. Additionally, wetlands are not considered suitable overwintering habitat so it is unlikely winter work would disturbed overwintering bees. No impacts are anticipated.

• Peregrine Falcon (*Falco peregrinus*) - Bird **State Status: END**

Impact Type	No impact or no/low broad ITP/A
Reason	Lack of Suitable Habitat within Project Boundary
Justification	No suitable habitat is present at or adjacent to the project site. No impacts are anticipated. Peregrine Falcon (<i>Falco peregrinus</i>), a bird listed as Endangered in Wisconsin, prefers relatively inaccessible rock ledges on the sides of steep bluffs and ledges on highrise buildings in urban areas. The required avoidance period is from March 15 through July 10.

• Lake Sturgeon (*Acipenser fulvescens*) - Fish~ **State Status: SC/H**

Impact Type	No impact or no/low broad ITP/A
Reason	Lack of Suitable Habitat within Project Boundary
Justification	It is unlikely that project activities will disturb Lake Sturgeon. No impacts are anticipated. Lake Sturgeon (<i>Acipenser fulvescens</i>), a fish listed as Special Concern, prefers large rivers and lakes. It also lives in the shoal waters of the Great Lakes. Inland it shows a preference for the deepest mid-river areas and pools. Spawning occurs from late April through early June in cold, shallow fast water.

• Sheathed Pondweed (*Stuckenia vaginata*) - Plant~ **State Status: THR**

Impact Type	No impact or no/low broad ITP/A
Reason	Lack of Suitable Habitat within Project Boundary

Justification	<p>This project occurs on the shoreline. Additionally, it is unlikely that Sheathed Pondweed is present in the lagoon. No impacts are anticipated.</p> <p>Sheathed Pondweed (<i>Stuckenia vaginata</i>), a Wisconsin Threatened plant, is found in shallow water of lakes and creeks. Blooming occurs throughout July; fruiting occurs early August through early September. The optimal identification period for this species is throughout August.</p>
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Section D. Next Steps

1. Evaluate whether the **'Location and brief description of the proposed project'** is still accurate. All recommendations in this ER Review are based on the information supplied in the ER Review Request. If the proposed project has changed or more than a year has passed and you would like your letter renewed, please contact the ER Review Program to determine if the information in this ER Review is still valid.
2. Determine whether the project can incorporate and implement the **'Follow-up actions'** identified above:
 - o 'Actions that need to be taken to comply with state and/or federal endangered species laws' represent the Department's best available guidance for complying with state and federal endangered species laws based on the project information that you provided and the endangered resources information and data available to us. If the proposed project has not changed from the description that you provided us and you are able to implement all of the 'Actions that need to be taken to comply with state and/or federal endangered species laws', your project should comply with state and federal endangered species laws. Please remember that if a violation occurs, the person responsible for the taking is the liable party. Generally this is the landowner or project proponent. For questions or concerns about individual responsibilities related to Wisconsin's Endangered Species Law, please contact the ER Review Program.
 - o If the project is unable to incorporate and implement one or more of the 'Actions that need to be taken to comply with state and/or federal endangered species laws' identified above, the project may potentially violate one or more of these laws. Please contact the ER Review Program immediately to assist in identifying potential options that may allow the project to proceed in compliance with state and federal endangered species laws.
 - o 'Actions recommended to help conserve Wisconsin's Endangered Resources' may be required by another law, a policy of this or another Department, agency or program; or as part of another permitting, approval or granting process. Please make sure to carefully read all permits and approvals for the project to determine whether these or other measures may be required. Even if these actions are not required by another program or entity for the proposed project to proceed, the Department strongly encourages the implementation of these conservation measures on a voluntary basis to help prevent future listings and protect Wisconsin's biodiversity for future generations.
3. If federally-protected species or habitats are involved and the project involves federal funds, technical assistance or authorization (e.g., permit) and there are likely to be any impacts (positive or negative) to them, consultation with USFWS will need to occur prior to the project being able to proceed. If no federal funding, assistance or authorization is involved with the project and there are likely to be adverse impacts to the species, contact the USFWS Twin Cities Ecological Services Field Office at 612-725-3548 (x2201) for further information and guidance.

Section E. Standard Information to help you better understand this ER Review

Endangered Resources (ER) Reviews are conducted according to the protocols in the guidance document *Conducting Proposed Endangered Resources Reviews: A Step-by-Step Guide for Wisconsin DNR Staff*.

How endangered resources searches are conducted for the proposed project area: An endangered resources search is performed as part of all ER Reviews. A search consists of querying the Wisconsin Natural Heritage Inventory (NHI) database for endangered resources records for the proposed project area. The project area evaluated consists of both the specific project site and a buffer area surrounding the site. A 1 mile buffer is considered for terrestrial and wetland species, and a 2 mile buffer for aquatic species. Endangered resources records from the buffer area are considered because most lands and waters in the state, especially private lands, have not been surveyed. Considering records from the entire project area (also sometimes referred to as the search area) provides the best picture of species and communities that may be present on your specific site if suitable habitat for those species or communities is present.

Categories of endangered resources considered in ER Reviews and protections for each: Endangered resources records from the NHI database fall into one of the following categories:

- Federally-protected species include those federally listed as Endangered or Threatened and Designated Critical Habitats.

Federally-protected animals are protected on all lands; federally-protected plants are protected only on federal lands and in the course of projects that include federal funding (see Federal Endangered Species Act of 1973 as amended).

- Animals (vertebrate and invertebrate) listed as Endangered or Threatened in Wisconsin are protected by Wisconsin's Endangered Species Law on all lands and waters of the state (s. 29.604, Wis. Stats.).
- Plants listed as Endangered or Threatened in Wisconsin are protected by Wisconsin's Endangered Species Law on public lands and on land that the person does not own or lease, except in the course of forestry, agriculture, utility, or bulk sampling actions (s. 29.604, Wis. Stats.).
- Special Concern species, high-quality examples of natural communities (sometimes called High Conservation Value areas), and natural features (e.g., caves and animal aggregation sites) are also included in the NHI database. These endangered resources are not legally protected by state or federal endangered species laws. However, other laws, policies (e.g., related to Forest Certification), or granting/permitting processes may require or strongly encourage protection of these resources. The main purpose of the Special Concern classification is to focus attention on species about which some problem of abundance or distribution is suspected before they become endangered or threatened.
- State Natural Areas (SNAs) are also included in the NHI database. SNAs protect outstanding examples of Wisconsin's native landscape of natural communities, significant geological formations, and archeological sites. Endangered species are often found within SNAs. SNAs are protected by law from any use that is inconsistent with or injurious to their natural values (s. 23.28, Wis. Stats.).

Please remember the following:

1. This ER Review is provided as information to comply with state and federal endangered species laws. By following the protocols and methodologies described above, the best information currently available about endangered resources that may be present in the proposed project area has been provided. However, the NHI database is not all inclusive; systematic surveys of most public lands have not been conducted, and the majority of private lands have not been surveyed. As a result, NHI data for the project area may be incomplete. Occurrences of endangered resources are only in the NHI database if the site has been previously surveyed for that species or group during the appropriate season, and an observation was reported to and entered into the NHI database. As such, absence of a record in the NHI database for a specific area should not be used to infer that no endangered resources are present in that area. Similarly, the presence of one species does not imply that surveys have been conducted for other species. Evaluations of the possible presence of rare species on the project site should always be based on whether suitable habitat exists on site for that species.
2. This ER Review provides an assessment of endangered resources that may be impacted by the project and measures that can be taken to avoid negatively impacting those resources based on the information that has been provided to ER Review Program at this time. Incomplete information, changes in the project, or subsequent survey results may affect our assessment and indicate the need for additional or different measures to avoid impacts to endangered resources.
3. This ER Review does not exempt the project from actions that may be required by Department permits or approvals for the project. Information contained in this ER Review may be shared with individuals who need this information in order to carry out specific roles in the planning, permitting, and implementation of the proposed project.

Appendix B: Invasive/Noxious/Aggressive Species Plant List

APPENDIX B - INVASIVE/NOXIOUS/AGGRESSIVE SPECIES					
Botanical Name	Common Name	Native	Invasive Potential	MGO Prohibited Species	DNR Regulated Plant
Abutilon theophrasti	Velvet Leaf				Yes
Acer negundo	Boxelder		Yes		
Acer platanoides	Norway Maple		Yes		
Acer tartaricum	Amur Maple				Yes
Achyranthes japonica	Japanese Chaff Flower				Yes
Aegopodium podagraria	Goutweed		Yes		
Ageratina altissima	White snakeroot		Yes		
Akebia quianata	Chocolate vine				Yes
Alianthus altissima	Tree of Heaven		Yes		
Alliaria petiolata	Garlic Mustard		Yes		
Alnus glutinosa	Black/ European Alder				Yes
Ambrosia artemisiifolia	Common Ragweed		Yes		
Ambrosia trifida	Giant Ragweed		Yes		
Ampleopsis brevipedunculata	Porcelain berry		Yes		Yes
Anthriscus sylvestris	Wild Chervil				Yes
Arctium minus	Common Burdock		Yes		
Artemesia absinthium	Wormwood				Yes
Arundo donax	Giant Reed				Yes
Berberis spp.	Barberry				Yes
Berberis thunbergii	Japanese Barberry		Yes		
Botanomyia umbellatus	Flowering Rush				Yes
Buenia orientalis	Hill Mustard				Yes
Campanula rapunculoides	Bellflower		Yes		
Caragana arborescens	Siberian Peashrub				Yes
Cardamine impatiens	Narrow Leaf Bittercress				Yes
Carduus acanthoides	Plumeless Thistle		Yes	Yes	
Carduus nutans	Musk Thistle		Yes	Yes	
Celastrus orbiculatus	Oriental Bittersweet		Yes		
Celastrus loesneri	Asian loesneri bittersweet				Yes
Centaurea blebersteinii	Spotted Knapweed		Yes		
Centaurea diffusa	Diffuse Knapweed				Yes
Centaurea jacea	Brown Knapweed				Yes
Centaurea nigra	Black Knapweed				Yes
Centaurea nigrescens	Tyrol Knapweed				Yes
Centaurea repens	Russian Knapweed				Yes
Centaurea solstitialis	Yellow star thistle				Yes
Chelidonium majus	Celandine Poppy		Yes		
Chenopodium album	Lamb's Quarters		Yes		
Chelchoma hederacea	Creeping Charlie		Yes		
Circeae lutetiana	Enchanter's Nightshade		Yes		
Cirsium arvense	Canada Thistle		Yes		
Cirsium palustre	Marsh Thistle				Yes
Cirsium vulgare	Bull Thistle		Yes		
Conium maculatum	Poison Hemlock		Yes		
Convallaria majalis	Lily-of-the-Valley		Yes		
Convolvulus arvensis	Field Bindweed		Yes		
Convolvulus sepium	Hedge Bindweed		Yes		
Cornus racemosa	Grey dogwood	Yes	Yes		
Coronilla varia	Crown Vetch		Yes		
Cynoglossum officinale	Hound's Tongue				Yes
Cytisus scoparius	Scotch broom				Yes
Daucus carota	Queen Anne's Lace		Yes		
Digitalis lanata	Gregian foxglove				Yes
Dioscorea oppositifolia	Chinese yam				Yes
Dipsacus fullonum	Teasel			Yes	
Dipsacus spp.	Teasel		Yes		
Dispacus laniciatus	Cutleaf Teasel		Yes	Yes	
Elaeagnus angustifolia	Russian Olive		Yes		
Elaeagnus umbellata	Autumn Olive		Yes		
Elytrigia repens	Quack Grass		Yes		
Epilobium hirsutum	Hairy Willow Herb				Yes
Epipactis helleborine	Helleborine Orchid				Yes
Euonymus alatus	Burning Bush				Yes
Euphorbia cyparissias	Cypress Spurge				Yes
Euphorbia esula	Leafy Spurge		Yes	Yes	
Fallopia japonica (polygonum cuspidatum)	Japanese Knotweed		Yes	Yes	
Fallopia x bohemica	Bohemian knotweed				Yes
Filipendula ulmaria	Queen of the Meadow				Yes
Galeopsis tetrahit	Hemp nettle				Yes
Galium mollugo	White Bedstraw				Yes
Geum canadense	Wood Avens		Yes		
Glyceria maxima	Tall or Reed Manna Grass				Yes
Hackelia virginiana	Stickseed		Yes		
Hedera helix	English Ivy		Yes		

Botanical Name	Common Name	Native	Invasive Potential	MGO Prohibited Species	DNR Regulated Plant
Hemerocallis fulva	Daylily		Yes		
Heracleum mantegazzianum Sommier & Levier	Giant Hogweed			Yes	
Hesperis matronalis	Dame's Rocket		Yes		
Humulus japonicus	Japanese Hops		Yes		
Impatiens glandulifera	Policeman's Helmet				Yes
Impatiens balfourii	Balfour's Touch-Me-Not				Yes
Iris pseudacorus	Yellow Flag Iris				Yes
Knautia arvensis	Field Scabia				Yes
Lactuca canadensis	Wild Lettuce	Yes	Yes		
Lactuca serriola	Prickly Lettuce		Yes		
Lamium galeobdolon	Yellow Archangel		Yes		
Lamium spp.	Deadnettle		Yes		
Leonurus cardiaca	Motherwort		Yes		
Lepidium latifolium	Perennial pepperweed				Yes
Lespedeza cuneata	Chinese Lespedeza				Yes
Leymus arenarius	Lyme or Sand Ryegrass				Yes
Ligustrum obtusifolium	Border Privet		Yes		
Ligustrum vulgare	Common Privet		Yes		
Linaria dalmatica	Dalmatian Toadflax				Yes
Lonicera spp.	Honeysuckle		Yes		
Lotus corniculatus	Birdsfoot Trefoil		Yes		
Lysimachia nummularia	Moneywort				Yes
Lysimachia vulgaris	Garden Yellow Loosestrife				Yes
Lythrum salicaria	Purple loosestrife		Yes	Yes	
Lythrum virgatum	Wanded Loosestrife				Yes
Melilotus spp.	Sweet Clover		Yes		
Microstegium vimineum	Japanese Stilt Grass				Yes
Morus alba	White Mulberry		Yes		
Myosotis sylvatica	Woodland Forget-Me-Not				Yes
Nasturtium officinale	Watercress				Yes
Oplismenus hirtellus ssp. Undulatifolius	Wavy Leaf Basket Grass				Yes
Poa pratensis	Kentucky Bluegrass		Yes		
Parthenocissus quinquefolia	Virginia Creeper	Yes	Yes		
Pastinaca sativa	Wild Parsnip		Yes	Yes	
Paulownia tomentosa	Princess Tree				Yes
Petasites hybridus	Butterfly Dock				Yes
Phalaris arundinacea	Reed Canary Grass		Yes		
Phellodendron amurense	Amur cork tree				Yes
Phragmites australis	Common Reed		Yes	Yes	
Phytolacca acinosa	Himalayan Pokeweed		Yes		
Phytolacca americana	American Pokeweed		Yes		
Pimpinella saxifraga	Scarlet Pimpernel				Yes
Polygonum perfoliatum	Mile-a-minute vine				Yes
Polygonum sachalinense	Giant knotweed				Yes
Populus alba	White Poplar				Yes
Populus grandidentata	Big-tooth aspen		Yes		
Populus tremeloides	Quaking Aspen		Yes		
Pueraria lobata	Kudzu				Yes
Quercus acutissima	Sawtooth Oak				Yes

Botanical Name	Common Name	Native	Invasive Potential	MGO Prohibited Species	DNR Regulated Plant
Ranunculus ficaria	Fig Buttercup		Yes		
Rhamnus cathartica	Common Buckthorn				Yes
Rhamnus frangula	Glossy Buckthorn				Yes
Ribes spp.	Gooseberry		Yes		
Robinia hispida	Rose Acacia				Yes
Robinia pseudocacia	Black Locust		Yes		
Rosa multiflora	Multiflora Rose		Yes		
Rubus americana	Himalayan blackberry				Yes
Rubus phoenicolasius	Wineberry				Yes
Rubus spp.	Rasberries		Yes		
Rumex crispus	Curly Dock		Yes		
Setaria spp.	Foxtail Grasses		Yes		
Solanum dulcamara	Deadly Nightshade		Yes		
Solidago canadensis	Canada Goldenrod		Yes		
Solidago sempervirens	Seaside Goldenrod				Yes
Sonchus spp.	Sow Thistle		Yes		
Sorbaria sorbifolia	False Spirea				Yes
Sorghum halepense	Johnson Grass				Yes
Symphotrichum subulatum	Annual Salt Marsh Aster				Yes
Taeniatherum caput-medusae	Medusahead				Yes
Tanacetum vulgare	Tansy				Yes
Torilis arvensis	Spreading hedgeparsley				Yes
Torilis japonica	Hedge Parsley		Yes		
Toxicodendron radicans	Poison Ivy		Yes	Yes	
Tussilago farfara	Colt's foot				Yes
Typha spp.	Cattails		Yes		
Ulmus pumila	Siberian Elm		Yes		
Urtica dioica	Stinging Nettle			Yes	
Valeriana officinalis	Garden Heliotripe				Yes
Verbascum thapsus	Mullein		Yes		
Viburnum opulus	Highbush cranberry		Yes		
Vinca minor	Vinca		Yes		
Vincetoxicum nigrum	Black swallow-wort				Yes
Vincetoxicum rossicum	Pale Swallow-wort				Yes
Vitis spp.	Wild Grape	Yes	Yes		
Wisteria floribunda/sinensis	Japanese/Chinese wisteria				Yes
Zanthoxylum americanum	Prickly Ash		Yes		
Salix interior	Sandbar Willow				
Cottonwood	Populus deltoides				

Appendix C: Permits

Wisconsin Department of Natural Resources
Permit and Correspondence

From: Peich, Wendy M - DNR
To: Lerner, Sarah
Cc: Peich, Wendy M - DNR
Subject: RE: Tenney Park Restoration
Date: Friday, September 6, 2019 12:51:22 PM

Hi Sarah,

You do not need any additional authorization to replant vegetation associated with the shoreline biostabilization project and that died as a result of the August 2018 flood.

Thanks for checking!!

Wendy

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Wendy Peich

Phone: (608) 267-3125

DNRWMSPublicInquiry@wisconsin.gov

From: Kubicek, Richard H - DNR

Sent: Wednesday, September 4, 2019 2:56 PM

To: Peich, Wendy M - DNR

Cc: SLerner@cityofmadison.com

Subject: FW: Tenney Park Restoration

Wendy – Please see attached from Sarah Lerner from the City of Madison. This is out of my purview.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Richard H. Kubicek

Departmental Archaeologist/

Departmental Historic Preservation Officer

Cultural Resource Unit

Bureau of Environmental Analysis & Sustainability

Wisconsin Department of Natural Resources – GEF2/EA7

101 S. Webster St.

Madison, WI 53703

Cell Phone: 608-445-8395

Richard.kubicek@wisconsin.gov



dnr.wi.gov



From: Lerner, Sarah <SLerner@cityofmadison.com>

Sent: Thursday, August 29, 2019 4:28 PM

To: Kubicek, Richard H - DNR <richard.kubicek@wisconsin.gov>

Subject: Tenney Park Restoration

Hi Richard –

We were given your contact information by Katie Kaliszewski from the Wisconsin State Historical Society. Last year, several of the shoreline plants that were installed as part of the Tenney Park shoreline biostabilization project died as a result of the August 2018 flood. I am working on putting together plans and specifications to replace these plants. The shoreline plantings were originally part

of a WDNR permit submittal that included a series of larger projects to restore the shoreline and add park improvements. This project was permitted by the DNR under the attached permit. The work that we are planning for spring of 2020 will only include replacing the dead forb, sedge/rushes, and grasses, along with a few shrubs and potential trees. I wanted to check in to see if we would need any DNR permitting for this work. I've attached the original permit application and approved permit from the WDNR.

Thank you,

Sarah Lerner, LEED AP, RLA

Landscape Architect

City of Madison Parks Division

City-County Building, Rm 104

210 Martin Luther King, Jr. Blvd.

Madison, WI 53703-3342

slerner@cityofmadison.com

T: 608.261.4281

play
**MADISON
PARKS**

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
South Central Region Headquarters
3911 Fish Hatchery Road
Fitchburg, WI 53711-5397

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



June 22, 2015

IP-SC-2015-13-00895 & 00896

City of Madison
Eric Knepp
210 MLK Jr Blvd, Room 104
Madison, WI 53703

Dear Mr. Knepp:

The Department of Natural Resources has completed its review of your applications for permits to perform Tenney Lagoon Shoreline Restoration and Tenney Park Bike Path projects at Tenney Park in the SE quarter of Section 12, T7N, R9E, City of Madison, Dane County. You will be pleased to know your applications are approved with a few limitations.

I am attaching a copy of your permit, which lists the conditions that must be followed. A copy of the permit must be posted for reference at the project site. **Please read your permit conditions carefully so that you are fully aware of what is expected of you.**

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (608) 275-3481 or email wendy.peich@wisconsin.gov.

Sincerely,

Wendy Peich
Water Management Specialist

cc: Simone Kolb, Project Manager, (651) 290-5730, U.S. Army Corps of Engineers
Conservation Warden

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Miscellaneous structure and shore stabilization PERMITs
IP-SC-2015-13-00895 & 00896

The City of Madison is hereby granted under Section 30.12(3m), Wisconsin Statutes, a permit to place shore stabilization and structures on the bed of Tenney Park Lagoon, in the City of Madison, Dane County, also described as Section 12, Township 7 North, Range 9 East, subject to the following conditions:

PERMIT

1. You must notify Wendy Peich at phone (608) 275-3481 or email wendy.peich@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 06/22/2018 . If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than an additional 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. **This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit.** If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Please note that erosion control netting/mats used to prevent erosion during the establishment of vegetation can have detrimental effects on local wildlife. Plastic netting without independent movement of strands can easily entrap small animals moving through the area, leading to dehydration, desiccation, and eventually mortality. Selection of erosion matting must prevent wildlife impacts. **Erosion control matting used on this project should be made from natural fiber only, without any synthetic mesh or netting.**
5. **Plastic mesh turf reinforcement is to only be placed at the Wall pavilion location.**
6. You must notify Wendy Peich at least two days before the lagoon drawdown begins. Draw down of the lagoon should occur over a few days to give the fish time to retreat. The Lagoon must only be drained to the elevation needed to access the shoreline areas as indicated in the project plans. The project will be staged to ensure that the Lagoon is drawn down for the least amount of time necessary and will not be drawn down past October 15th, 2015.
7. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
8. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
9. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
10. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.

11. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
12. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
13. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
14. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
15. You must not deposit or store any of the removed materials in any wetland or below the ordinary high watermark of any waterway. All removed materials must be placed out of the floodway of any stream.
16. Appropriate erosion control measures must be in-place and effective during every phase of this project.
17. Erosion control measures must be inspected, and any necessary repairs or maintenance performed, after every rainfall exceeding 1/2 inch and at least once per week.
18. The removal of vegetative cover and exposure of bare ground must be restricted to the minimum amount necessary for construction. Areas where soil is exposed must be protected from erosion by seeding and mulching, sodding, diversion of surface runoff, installation of straw bales or silt screens, construction of settling basins, or similar methods as soon as possible after removal of the original ground cover as described in the Wisconsin Construction Site Handbook (BMP's).
19. This permit has been issued with the understanding that any construction equipment used is the right size to do the job, and can be brought to and removed from the project's site without unreasonable harm to vegetative cover or fish or wildlife habitat.
20. The operation of any construction equipment below the ordinary high water mark will be kept to the minimum.
21. You must supply a copy of this permit to every contractor associated with this project.
22. No other portion of the wetland may be disturbed beyond the area designated in the plans.
23. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.

4. **Wash your equipment** with hot (>140° F) and/or high pressure water,

- OR -

Allow your equipment to **dry thoroughly for 5 days**.

FINDINGS OF FACT

1. The City of Madison has filed an application for permits to stabilize the shore and place a structure on the bed of Tenney Park Lagoon, in the City of Madison, Dane County, also described as S12, T7N, R9E.
2. The project consists of creating a vegetated buffer for 3325 linear feet, placement of coir logs for 2757 linear feet, placing stone shore treatment along the Johnson Street bike path and at 11 shore line access points for a total of 485 feet of stone treatment. The project will also place turf reinforcement in front of the Wall Pavilion and Muskrat deterrent at various locations.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. Tenney Park Lagoon is a navigable water (and no bulkhead exists at the project site.)
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will only temporarily disturb 0.6 acres of riparian wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an equivalent analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
8. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of sections 30.12(3m), 281.36 Wisconsin Statutes and Chapters NR 102, 103, 328, 329, 341 and 347 of the Wisconsin Administrative Code.

The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 30.208(5)(c)1m., Stats., and was responsible for publication of the notice of pending application under s.30.208(3)(a), Stats. or the notice of public informational hearing under s.30.208(3)(c), Stats., or both. S. 30.208(3)(e), Stats., provides that if no public hearing is held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. S. 30.208(5)(bm), Stats., requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.

9. The structure or deposit will not materially obstruct navigation because it will not result in the water ward extension of land and will be placed along the shoreline only.
10. The structure or deposit will not be detrimental to the public interest because the shore treatments and restoration will provide improved wildlife and fisheries habitat by reducing/eliminating shore erosion into the lagoon. The access points will encourage further recreation and access to the waterbody.

11. The activity will not cause environmental pollution as defined in s. 299.01(4).
12. No material injury will result to the riparian rights of any riparian owners of real property that abuts any water body that is affected by the activity.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

- A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed permit or contract is allowed to proceed.
- A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats.;
- A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at South Central Region Headquarters, Wisconsin on June 22nd, 2015.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By  _____
Wendy Pelch
Water Management Specialist

U.S. Army Corp of Engineers Permit



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL MN 55101-1678

July 13, 2015

Operations
Regulatory (2015-00836-ADJ)

City of Madison
Eric Knepp
210 Martin Luther King Jr. Blvd., Rm. 104
Madison, Wisconsin 53703

Dear Mr. Knepp:

We have reviewed information about a permit application from the City of Madison to temporarily impact 0.6 acre of wetland adjacent Tenney Lagoon to stabilize shorelines for the purpose of enhancing aquatic habitat. The project site is in the Sect. 12, T. 7N., R. 9E., Dane County, Wisconsin..

This activity is authorized under Section 2(a)(12) Aquatic Habitat Restoration, Establishment, and Enhancement Activities of Department of the Army General Permit (GP-002-WI) **PROVIDED THE ENCLOSED CONDITIONS ARE FOLLOWED AND YOU OBTAIN CONFIRMATION THAT SECTION 401 WATER QUALITY CERTIFICATION HAS BEEN GRANTED OR WAIVED FOR THE PROJECT** from the Wisconsin Department of Natural Resources (WDNR). Your project **IS NOT** authorized by this **general permit** until you obtain this confirmation of water quality certification from WDNR.

You should contact Wendy Peich of the WDNR office in Fitchburg at (608) 275-3481, concerning water quality certification for your project.

If your project will require off-site fill material that is **not** obtained from a licensed commercial facility, you must notify us at least five working days before start of work. A cultural resources survey may be required if a licensed commercial facility is not used.

This General Permit is valid until May 31, 2016, unless reissued, or revoked. The time limit for completing the work described above ends two years from the date of this letter. It is the permittee's responsibility to remain informed of changes to the General Permit program. If this authorized work is not undertaken within the above time period, or the project specifications have changed, our office must be contacted to determine the need for further approval or re-verification.

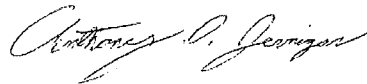
It is your responsibility to ensure that the work complies with the terms of this letter and the enclosures **AND TO OBTAIN ALL REQUIRED STATE AND LOCAL PERMITS AND APPROVALS BEFORE YOU PROCEED WITH YOUR PROJECT.**

A preliminary jurisdictional determination (JD) has been prepared for the site of your project. The preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps representative identified in the final paragraph of this letter. You also may provide new information for further consideration by the Corps to reevaluate the JD. If this JD is acceptable, please sign and date both copies of the Preliminary Jurisdictional Determination Form and return one copy to the address below within 15 days from the date of this letter.

U.S. Army Corps of Engineers
20711 Watertown Road, Suite F
Waukesha, Wisconsin 53186

If you have any questions, contact Anthony Jernigan in our Waukesha office at (651) 290-5729. In any correspondence or inquiries, please refer to the Regulatory number shown above.

Sincerely,



for
Tamara E. Cameron
Chief, Regulatory Branch

Enclosures

Copy furnished to (email):
Wendy Peich, WDNR

GP-002-WI CONDITIONS**GENERAL INFORMATION**

Persons proposing to do work should note that, in ALL cases, GP-002-WI requires that adverse impacts on water and wetland resources be avoided and minimized to the maximum extent practicable. Also, activities that would adversely affect federal endangered plant or animal species or certain cultural or archaeological resources, or that would impair reserved Native American tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights, are not eligible for authorization under GP-002-WI.

Department of the Army Permit General Conditions:

- GP-002-WI expires on May 31, 2016. Unless otherwise specified in the St. Paul District's letter confirming your project complies with the requirements of this GP, the time limit for completing work ends upon the expiration date of GP-002-WI. If you find that you require additional time to complete authorized activities, submit your time extension request to this office for consideration at least three months before the expiration date is reached.
- You must maintain the activity authorized by GP-002-WI in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain an activity authorized by the reporting GP (2.a), or abandon it without a good faith transfer; you must obtain a modification of the authorization from this office, which may require restoration of the area. If you wish to transfer responsibility for completion or maintenance of the project to another, please contact this office so we may provide you with the necessary documentation to transfer the authorization.
- If you discover any previously unknown historic or archaeological remains while accomplishing any activity authorized by GP-002-WI, you must immediately stop work and notify this office of what you have found. The St. Paul District will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- You must allow representatives from this office and the WDNR to inspect the proposed project site and the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in

accordance with the terms and conditions of GP-002-WI.

- If a conditioned water quality certification has been issued for your project by the WDNR, you must comply with the conditions specified in the certification as special conditions to this permit.
- You must also comply with the other GP-002-WI terms and conditions specified below as well as any project specific conditions imposed by the St. Paul District.

Further Information:

- Congressional Authorities:** Authorization to undertake the activities described above is pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344), **only**. Work that also requires authorization under Section 10 of the Rivers and Harbors Act must be authorized separately through other GPs or individual permits.
- Limits of this Authorization:**
 - GP-002-WI does not obviate the need to obtain other federal, state, or local authorizations required by law.
 - GP-002-WI does not grant any property rights or exclusive privileges.
 - GP-002-WI does not authorize any injury to the property or rights of others.
 - GP-002-WI does not authorize interference with any existing or proposed federal project.
- Limits of Federal Liability.** In authorizing work, the Federal Government does not assume any liability, including for the following:
 - Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - Design or construction deficiencies associated with the permitted work.
 - Damage claims associated with any future modification, suspension, or revocation of this permit.
- Reliance on Applicant's Data.** The determination by this office that an activity is not contrary to the public interest will be made in reliance on the information provided by the applicant.

5. **Reevaluation of Decision.** This office may reevaluate its decision on an authorization at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- The applicant fails to comply with the terms and conditions of this general permit.
- The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- Significant new information surfaces which this office did not consider in reaching the original public interest decision. A reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring the permittee to comply with the terms and conditions of the permit and for the initiation of legal action where appropriate.

6. This office may also reevaluate its decision to issue GP-002-WI at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following: significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7.

GP-002-WI STANDARD CONDITIONS**1. Discretionary Authority.**

The Corps retains discretionary authority to require a standard individual permit review of any activity eligible for authorization under GP-002-WI based on concern for the aquatic environment.

2. Federal Trust Responsibility to Indian Tribes.

Projects the Corps finds to have potential to affect tribal interests will be coordinated with the appropriate Indian Tribal governments. The Tribe's views and the federal trust responsibility will be considered in the Corps evaluation. Based on treaty rights, no activity or its operation may impair reserved treaty rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

3. Form and Confirmation of Authorization.

Every GP-002-WI authorization that requires submission of an application will be

confirmed in writing by the Corps. Any confirmation issued may include required special conditions.

4. Grandfather Provision.

Activities that were determined to be non-reporting under GP-002-WI prior to May 31, 2011 AND that had commenced prior to that date shall be completed no later than April 16, 2013. Reporting activities previously confirmed by our office in writing as authorized under GP-002-WI (expiration dates April 16, 2011 or May 31, 2011), continue to be authorized under the terms of the Corps project verification letter.

5. Case-by-Case Conditions.

The authorized activity must comply with any special conditions that may have been added by the Corps or by a state, tribe, or the United States Environmental Protection Agency in its Section 401 Water Quality Certification or consistency determination under the Coastal Zone Management Act. Such conditions will be specifically identified in any Corps authorization.

6. Avoidance and Minimization.

Discharges of dredged or fill material into waters of the United States must be avoided and minimized to the maximum extent practicable).

7. State Water quality Certification and Coastal Zone Management (CZM) Consistency Determination.

Some GP-002-WI authorizations may not be valid unless and until the WDNR has confirmed that the activity complies with state water quality certification and/or CZM consistency determination is obtained from or waived by the Wisconsin Coastal Management Program. If such a condition applies, it will be noted in the Corps authorization letter for the project. Refer to conditions 27 and 28 at the end of this document.

8. Proper Maintenance.

Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.

9. Erosion and Siltation Controls.

Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark must be permanently stabilized at the earliest practicable date. Work should be done in accordance with state-approved published practices.

Upon completion of earthwork operations, all exposed slopes, fills, and disturbed areas must be given sufficient protection by appropriate means such as landscaping, or

planting and maintaining vegetative cover, to prevent subsequent erosion. Cofferdams shall be constructed and maintained so as to prevent erosion into the water. If earthen material is used for cofferdam construction, sheet piling, riprap or a synthetic cover must be used to prevent dam erosion. All non-biodegradable erosion controls must be removed within two weeks of site stabilization unless otherwise conditioned in the Corps project confirmation letter.

10. Removal of Temporary Fills.

Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation. The timeframe for completing this removal shall be:

- a. Not later than the timeframe stipulated in the activity description (unless extended in writing by our office);
- b. Not later than the timeframe stipulated in our office's confirmation letter; or
- c. Not longer than two weeks from the date the temporary fill was placed in waters of the United States (condition c. applies only if a timeframe is not otherwise established by applying a. or b. above).

11. Federal Threatened and Endangered Species.

GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 7 of the Federal Endangered Species Act (see Standard Condition 27a.x.(a) below for information regarding compliance with Chapter 29.604 Wisconsin State Statute).

- a. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA) or which is likely to destroy or adversely modify the critical habitat of such species. Permittees shall notify the Corps if any listed species or critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is authorized.

- b. Authorization of an activity under GP-002-WI does not authorize the take of a threatened or endangered species as defined under the federal ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the United States Fish and Wildlife Service or the National Marine Fisheries Service, both lethal and non-lethal takes of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the United States Fish and Wildlife Service and National Marine Fisheries Service,

WDNR or their world-wide web pages on the internet.

12. Historic Properties, Cultural Resources.

GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 106 of the National Historic Preservation Act (NHPA). No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places (NRHP) is authorized, until the Corps has complied with the provisions of 33 CFR Part 325, Appendix C. The prospective permittee must include notification to the Corps in the permit application if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the NRHP, and shall not begin the activity until notified by the Corps that the requirements of the NHPA have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the NRHP. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Office must be contacted for further instruction.

13. Spawning Areas.

Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

14. Obstruction of High Flows.

To the maximum extent practicable, discharges must not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound waters).

15. Adverse Effects from Impoundments.

If the discharge creates an impoundment of water, adverse effects on the aquatic system due to the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.

16. Waterfowl Breeding Areas.

Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

17. Navigation.

No activity may cause more than a minimal adverse effect on navigation.

18. Aquatic Life Movements.

No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the

area, unless the activity's primary purpose is to impound water.

19. Equipment.

Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.

20. Water Quality Standards.

All work or discharges to a watercourse resulting from permitted construction activities, particularly hydraulic dredging, must meet applicable federal, state, and local water quality and effluent standards on a continuing basis.

21. Preventive Measures.

Measures must be adopted to prevent potential pollutants from entering the watercourse. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a way that allows them to enter the watercourse as a result of spillage, natural runoff, or flooding.

22. Disposal Sites.

If dredged or excavated material is placed on an upland disposal site (above the ordinary high-water mark), the site must be securely diked or contained by an acceptable method that prevents the return of potentially polluting materials to the watercourse by surface runoff or by leaching. Construction of containment areas, whether bulkhead or upland disposal site, must be complete prior to the placement of any dredged material.

23. Suitable Fill Material.

All fill (including riprap), if authorized under this permit, must consist of suitable material (e.g. no trash, debris, car bodies, asphalt, etc.) free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). In addition, rock or fill material used for activities dependent upon this permit and obtained by excavation must either be obtained from existing quarries or, if a new borrow site is opened up to obtain fill material, the State Historic Preservation Office (SHPO) must be notified prior to the use of the new site. Evidence of this consultation with the SHPO will be forwarded to the Corps.

24. Water Intakes/Activities.

An investigation must be made to identify water intakes or other activities that may be affected by suspended solids and turbidity increases caused by work in the watercourse. Sufficient notice must be given to the owners of property where the activities would take place to allow them to prepare for any changes in water quality.

25. Spill Contingency Plan.

A contingency plan must be formulated that would be effective in the event of a spill. This requirement is particularly applicable in operations involving the handling of petroleum products. If a spill of any potential pollutant

should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the state Emergency Management Duty Officer at 1-800-943-0003 and the National Response Center at telephone number 1-800-424-8802.

26. Other Permit Requirements.

No Corps GP-002-WI authorization eliminates the need for other local, state or Federal authorizations, including but not limited to National Pollutant Discharge Elimination System (NPDES) or State Disposal System (SDS) permits.

27. State Section 401 Certification Conditions and Limitations (dated April 28, 2011):

a. GENERAL CONDITIONS:

i. The applicant shall allow the WDNR reasonable entry and access to the discharge site to inspect the proposed discharge for compliance with this certification and applicable laws and to inspect permitted discharges for compliance with this certification and applicable laws.

ii. Once wetland work commences, all wetland construction activities must be continuous (on a daily basis) until the project is completed and the site is stabilized.

iii. The removal of vegetative cover and exposure of bare ground must be restricted to the minimum amount mulching, sodding, diversion of surface runoff, installation of straw bales or silt screens, construction of settling basins, or similar methods as soon as possible after removal of the original ground cover as described in the Wisconsin Construction Site Handbook (BMP's).

iv. This permit has been issued with the understanding that any construction equipment used is the right size to do the job, and can be brought to and removed from the project's site without unreasonable harm to vegetative cover or fish or wildlife habitat.

v. Final site stabilization requires the re-establishment of native vegetation and must not contain any exotic species.

vi. Flush all other equipment with hot water of 105° F. to 110° F. for a period of 30 minutes or hot water of 140° F. for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a sunny location so that it dries completely (at least five full days).

vii. Inspect all equipment surfaces, scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, or roots), and dispose of removed mussels and plants in a garbage can prior to leaving the water access area.

viii. You must ensure that all equipment used for the project has been adequately de-contaminated for zebra mussels prior to being used in other waters of the state. All equipment that comes in contact with infested waters including, but not limited to, tracked vehicles, barges, boats, turbidity curtain, sheet

pile, and pumps must be thoroughly disinfected.

ix. If any conditions of this certification are found to be invalid or unenforceable, certification for all activities to which that condition applies is denied.

x. The following activities are not eligible for certification under this water quality certification action for GP-002-WI:

(a) Activities likely to jeopardize the continued existence of a state designated threatened or endangered species or a species proposed for such designation or which is likely to destroy or adversely modify the habitat of such species.

(b) Activities that result in adverse impacts to fishery spawning habitat or adversely affect avifauna breeding areas or substantially disrupt the movement of those species that normally migrate from open water to upland or vice versa (i.e. amphibians, reptiles and mammals).

(c) Activities detrimental to waters of the state, including wetlands, that would adversely affect designated areas of special natural resource interest as defined in NR 103.04, Wis. Adm. Code.

(d) Activities, individually or cumulatively, detrimental to waters of the state, including wetlands, that would further the substantial degradation of designated impaired waters of the state.

xi. Applicants seeking authorization under this regional general permit (except the non-reporting general permit) shall complete a Joint State/Federal Permit Application and submit two copies of each to the appropriate local COE office and the local WDNR Water Management Permit Intake Specialist. Applications for water quality certification must be complete as determined by the WDNR. Please note an application fee is required for state water quality certification activities identified under Section II below.

b. WATER QUALITY CERTIFICATION:

i. The WDNR grants water quality certification for the Non-Reporting GP subject to compliance with all applicable conditions in GP-002-WI and compliance with conditions 3.b.27(a)i. through xi. above.

ii. The WDNR grants water quality certification for projects that satisfy all applicable conditions of GP-002-WI under the Reporting GP subject to the General Conditions above, and:

iii. The applicant receives written confirmation from the department that their proposed activity(s) is consistent with the requirements of NR 299 Water Quality Certification, Wis. Adm. Code, and the Department confirms that the applicant has adequately demonstrated that no other practicable alternative exists which would not adversely impact wetlands and would not result in other significant adverse environmental consequences and the

Department confirms that the activity is consistent with the requirements of NR 103.08, Wis. Adm. Code.

iv. Certification for Hydropower

Projects under this General Permit is conditionally approved when the applicant has received State Individual Water Quality Certification under the FERC regulatory process.

condition of GP-002-WI. Applicants will be notified of this condition in the Corps's GP reporting authorization for projects in these areas.

NOTE: If additional information is needed, or if heavy snow or ice cover prevents WDNR from completing their review, the normal processing time for confirming activities eligible for authorization under this certification may be extended (by written notice from WDNR to the applicant).

c. NOTICE OF APPEAL RIGHTS:

If you believe that you have a right to challenge this decision, you should know that Wisconsin Statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

To request a contested case hearing pursuant to section 227.42, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources.

This determination becomes final in accordance with the provisions of NR 299.05(7), Wisconsin Administrative Code, and is judicially reviewable when final. For judicial review of a decision pursuant to Sections 227.52 and 227.53, Wisconsin Statutes, you have 30 days after the decision becomes final to file your petition with the appropriate circuit court and to serve the petition on the Secretary of the Department of Natural Resources. The petition must name the Department of Natural Resources as the respondent.

Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. This notice is provided pursuant to section 227.48(2), Stats.

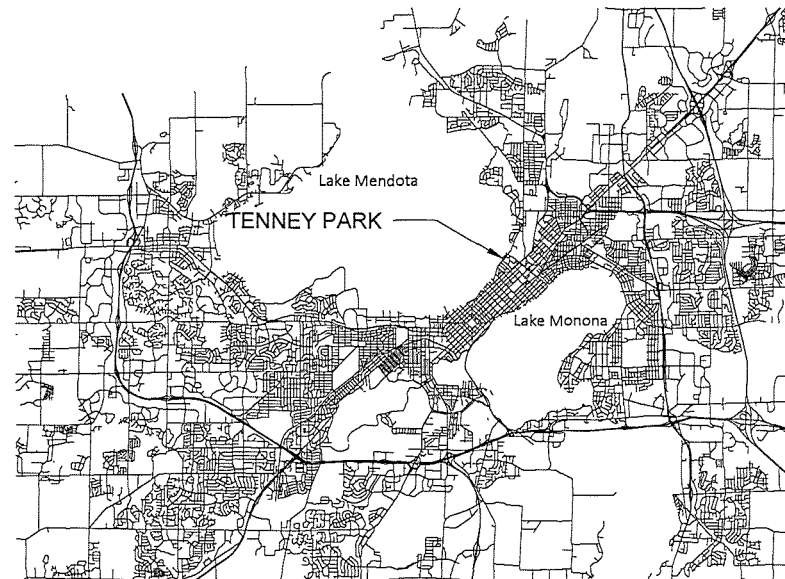
28. Wisconsin Coastal Management Program (WCMP) Conditions.

The WCMP's Federal consistency determination for GP-002-WI provides that no GP-002-WI authorization for an activity taking place in coastal wetlands identified as ridge and swale complexes and/or wetlands adjacent to the Mink River (Door County), and the Kakagon and Bad Rivers (Ashland County) will be valid unless and until a Federal consistency determination is granted or waived by the WCMP. This requirement therefore is incorporated as a permit

LEGEND

	EX. ELECTRICAL HAND HOLE
	EX. ELECTRICAL PEDESTAL
	EX. TELEPHONE PEDESTAL
	EX. TREE
	EX. WATER HYDRANT
	EX. WATER VALVE
	EX. PROPERTY LINE
	EX. EASEMENT
	EX. FENCE LINE
	EX. TREE LINE
	EX. ABANDONED UTILITY
	EX. ELECTRIC
	EX. FIBER OPTIC
	EX. NATURAL GAS
	EX. OVERHEAD LINE
	EX. SANITARY SEWER
	EX. STORM SEWER
	EX. CABLE TV
	EX. UNDERGROUND TELEPHONE
	EX. WATER LINE
	EX. EDGE OF BIOSTABILIZATION
	CONSTRUCTION FENCE
	WET MESIC SEEDING
	WETLAND EMERGENT PLANTS
	COIR LOG PLANTS
	WET MESIC PLANTS
	WET MESIC PLANTS & SEED
	ARONIA MELANOCARPA 'IROQUOIS BEAUTY'
	ARONIA MELANOCARPA
	CEPHALANTHUS OCCIDENTALIS
	ILEX VERTICILLATA 'NANA'/'JIM DANDY'
	SAMBUCUS CANADENSIS
	VIBURNUM TRILOBUM 'REDWING'

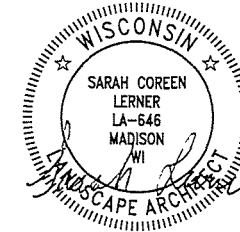
TENNEY PARK LAGOON BIOSTABILIZATION 1414 E. JOHNSON MADISON, WI 53703



NOTES

1. EXISTING PLANTS ARE SHOWN IN GRAY.

DESIGNED BY:



Oct 29, 2020

City of Madison
Department of Public Works
PARKS DIVISION
City-County Building, Suite 104
210 Martin Luther King, Jr. Blvd.
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PROJECT:

*TENNEY
LAGOON
BIOSTABILIZATION*

*1414 E. JOHNSON ST.
MADISON, WI 53703*

SHEET SCHEDULE

L-1	SHEET LAYOUT
L-2 THRU L-10	LANDSCAPE PLAN

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

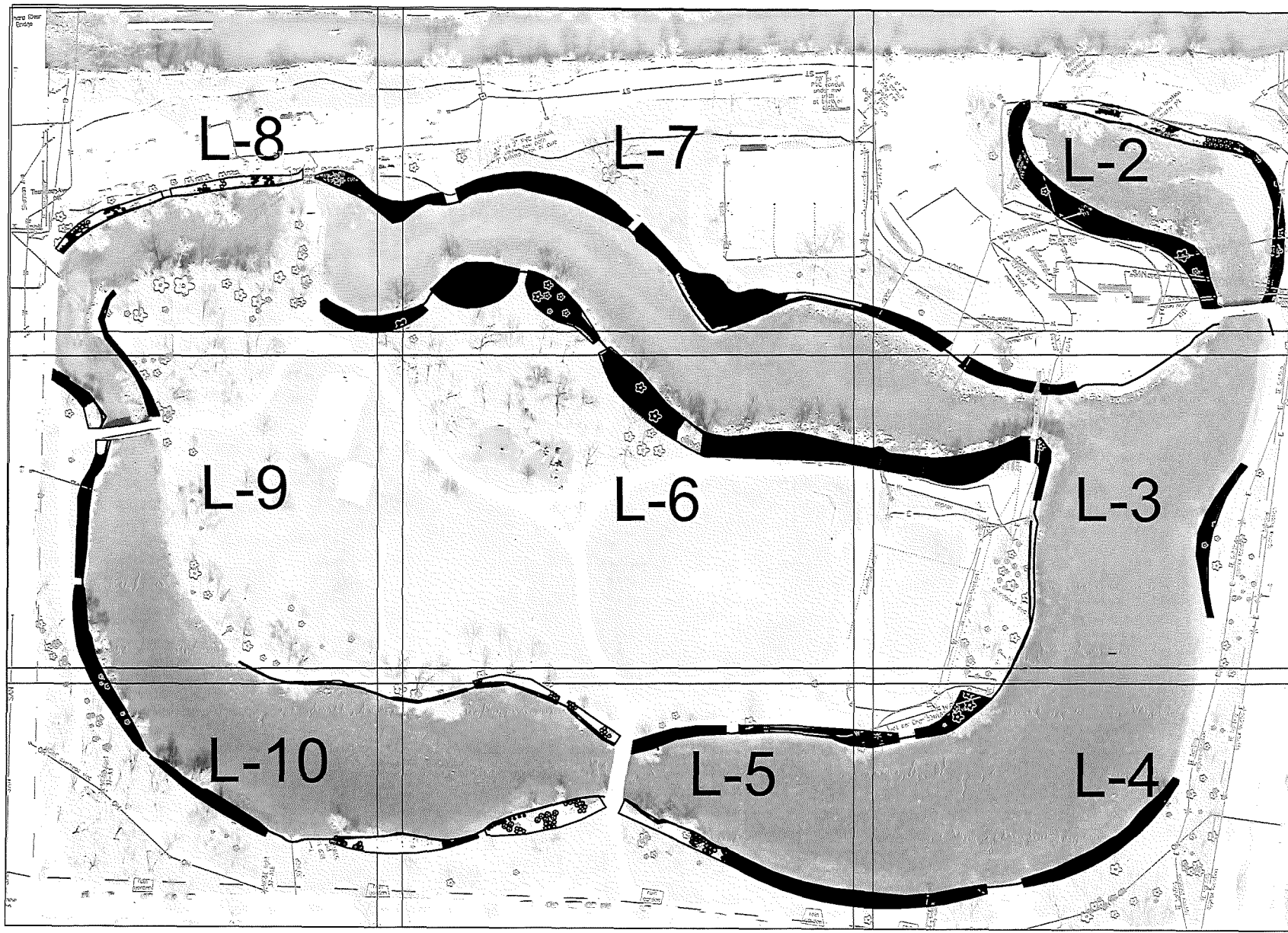
ITEM	DATE
ADVERTISED TO BID: SCL	10/29/2020

PUBLIC WORKS PROJECT #:
8480

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:



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PROJECT:
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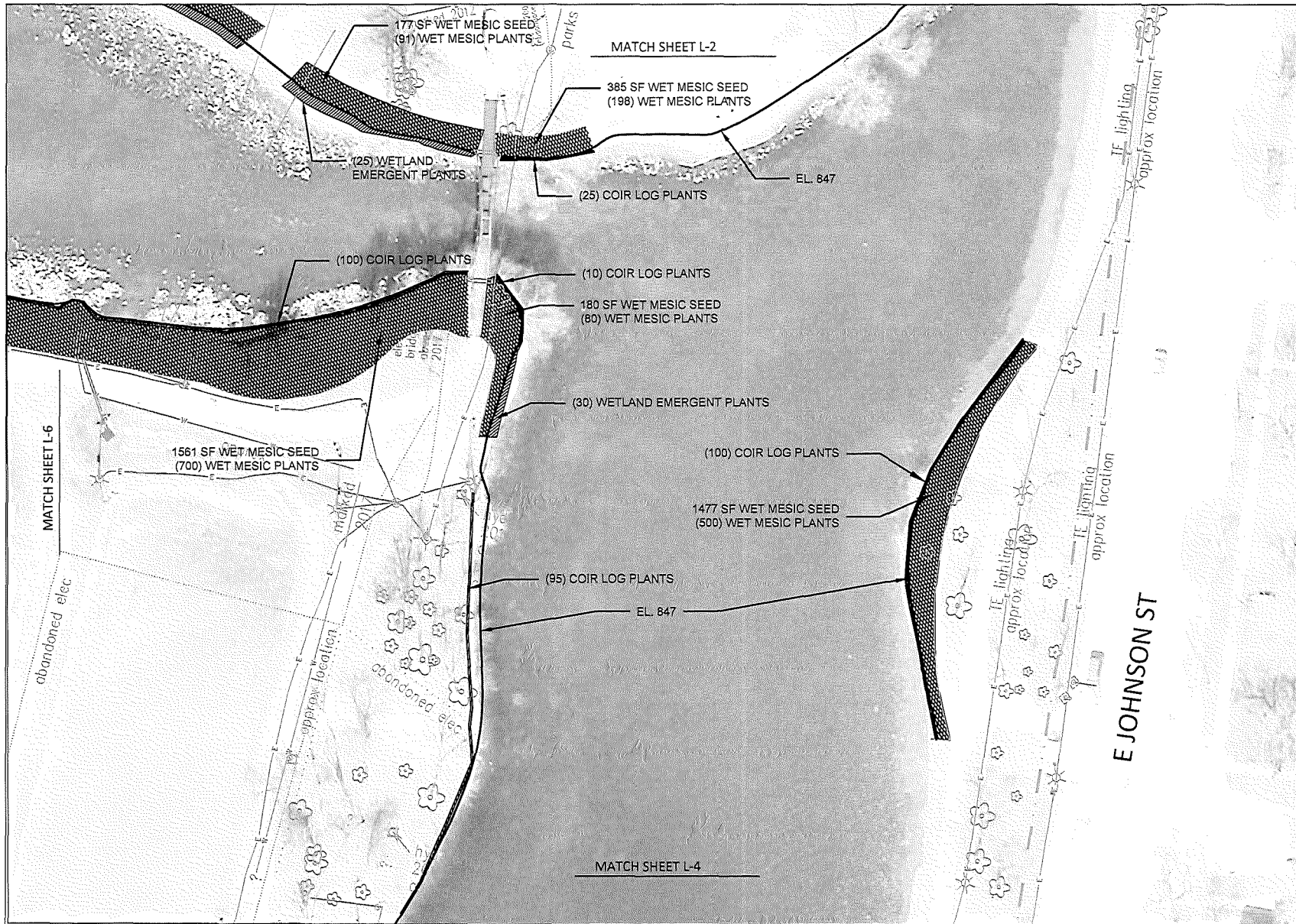
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ITEM	DATE
ADVERTISED TO BID: SCL	10/29/2020

PUBLIC WORKS PROJECT #:
8480

SHEET TITLE:
SHEET LAYOUT

SHEET NUMBER:
L-1



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Graphical Scale
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PROJECT:
**TENNEY
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BIOSTABILIZATION**

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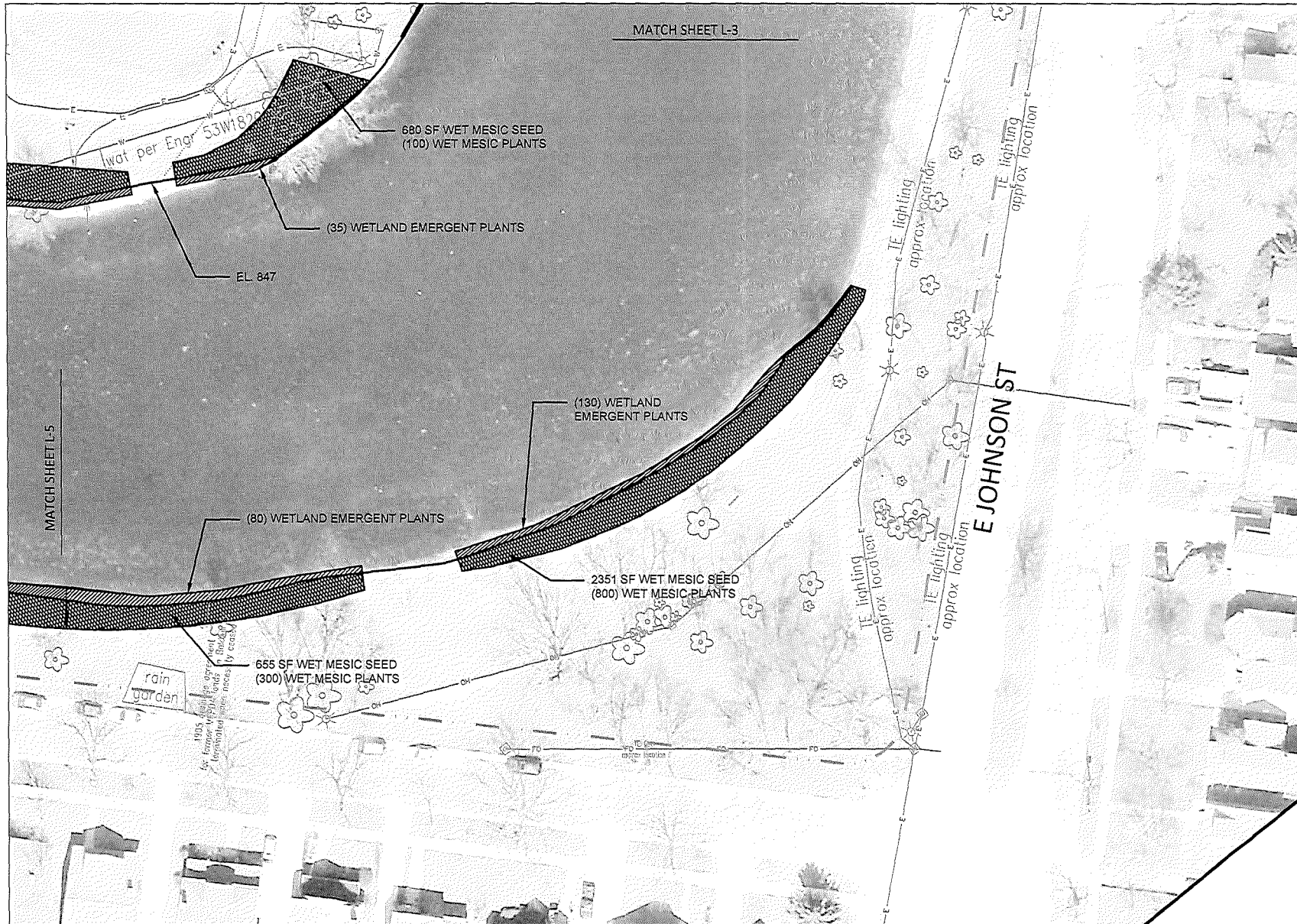
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ITEM	DATE
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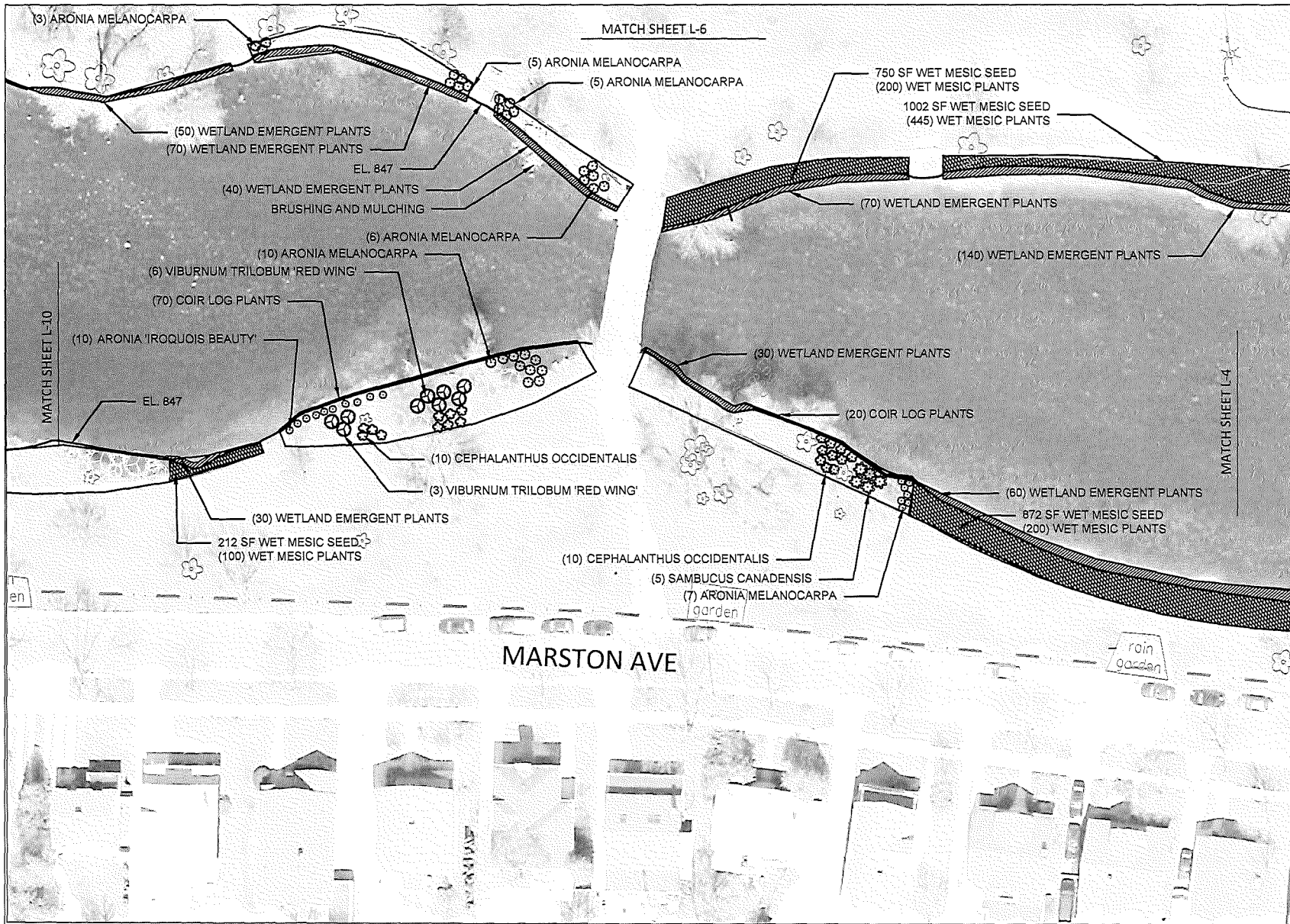
PUBLIC WORKS PROJECT #:
8480

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-3



<p>City of Madison Department of Public Works PARKS DIVISION City-County Building, Suite 104 210 Martin Luther King, Jr. Blvd. Madison, WI 53703</p> <p>play MADISON PARKS</p> <p>Graphical Scale 0 40' N</p>	
<p>PROJECT: TENNEY LAGOON BIOSTABILIZATION</p>	
<p>1414 E. JOHNSON ST. MADISON, WI 53703</p>	
<p><small>Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.</small></p>	
ITEM	DATE
ADVERTISED TO BID: SCL	10/29/2020
<p>PUBLIC WORKS PROJECT #: 8480</p>	
<p>SHEET TITLE: LANDSCAPE PLAN</p>	
<p>SHEET NUMBER: L-4</p>	



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Graphical Scale
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PROJECT:
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ITEM	DATE
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PUBLIC WORKS PROJECT #:
8480

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-5



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PROJECT:

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PUBLIC WORKS PROJECT #:
8480

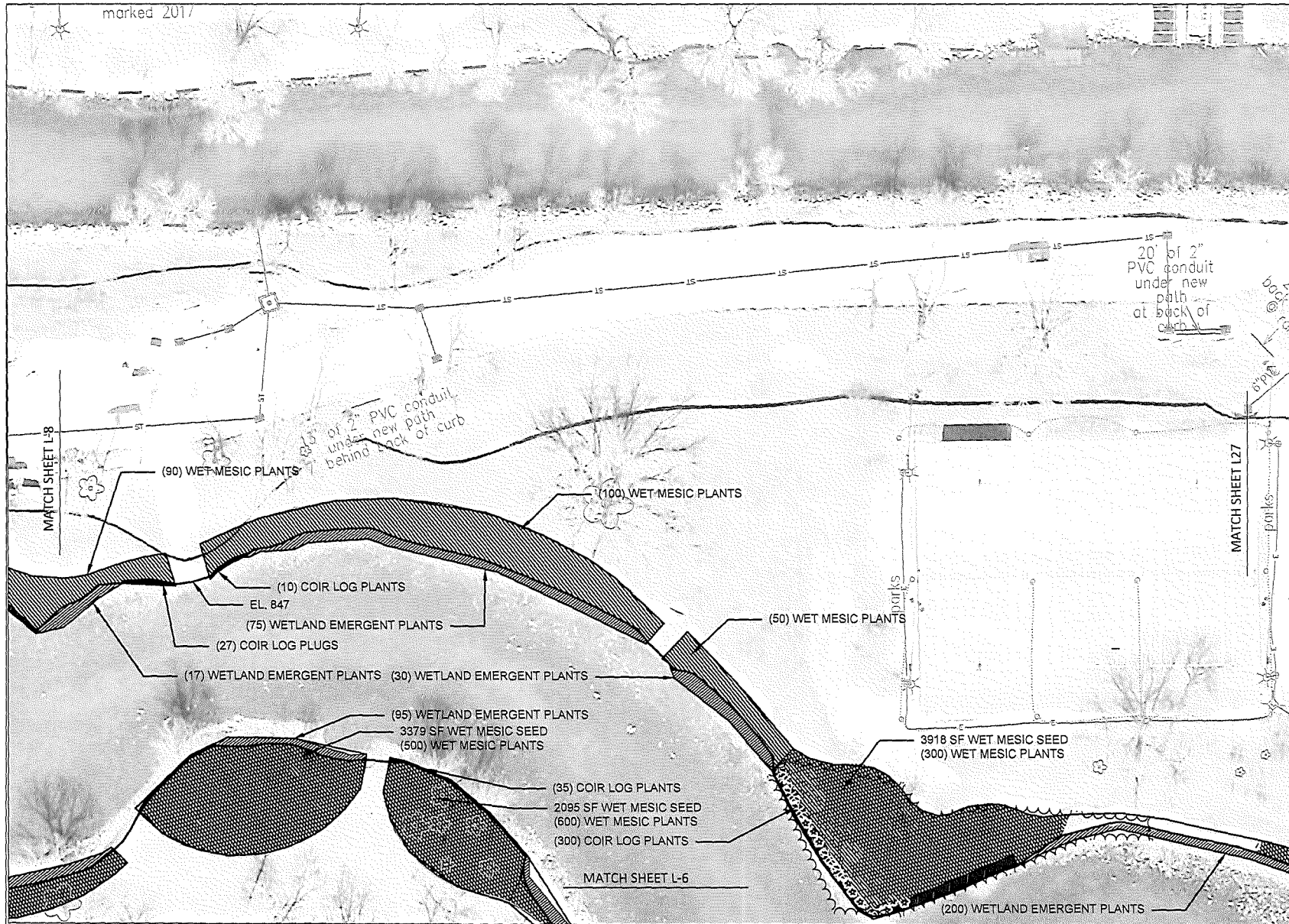
SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

L-6

*Parks Utility Inventory
current or
representative
record
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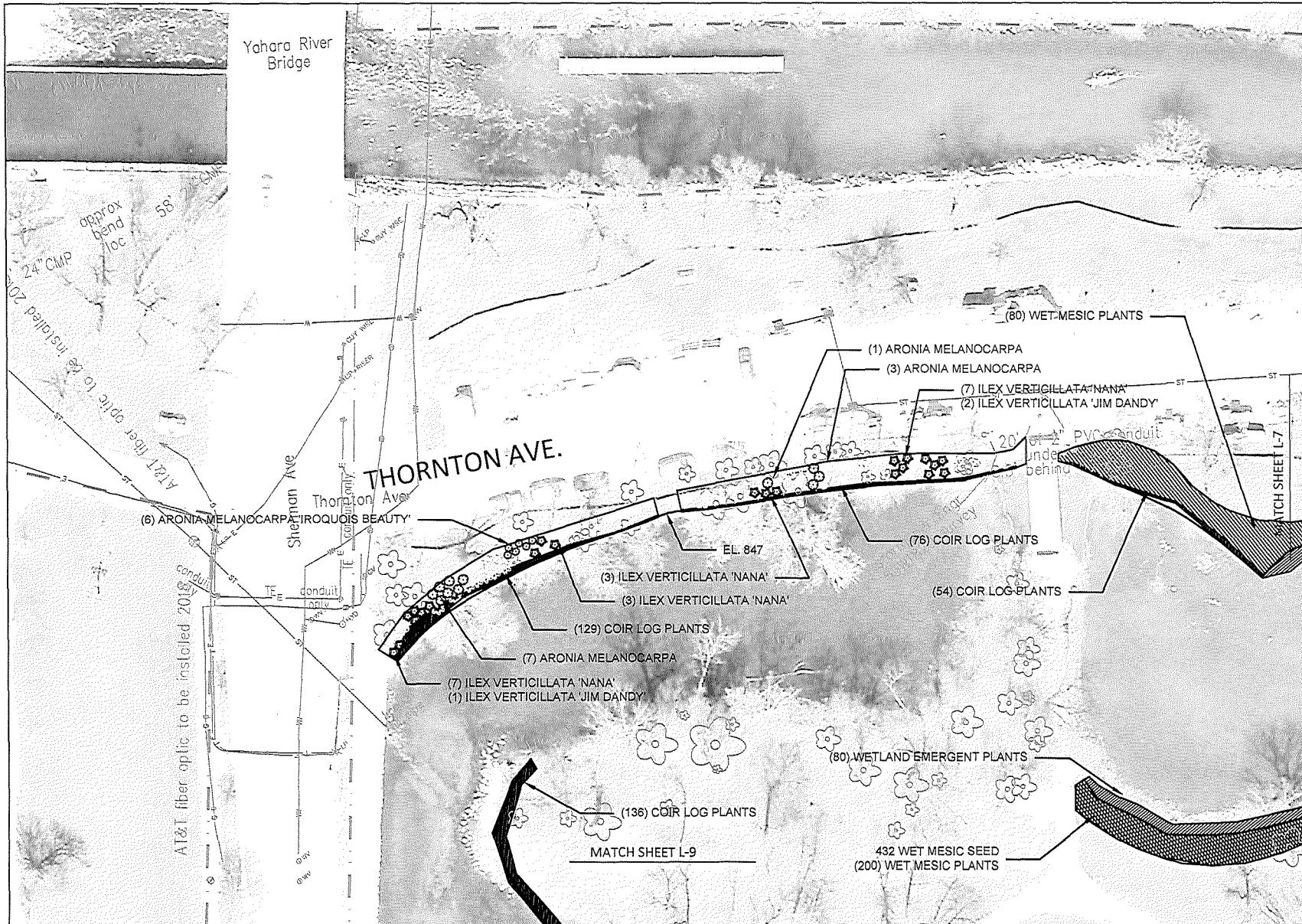
PUBLIC WORKS PROJECT #:
8480

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

L-7



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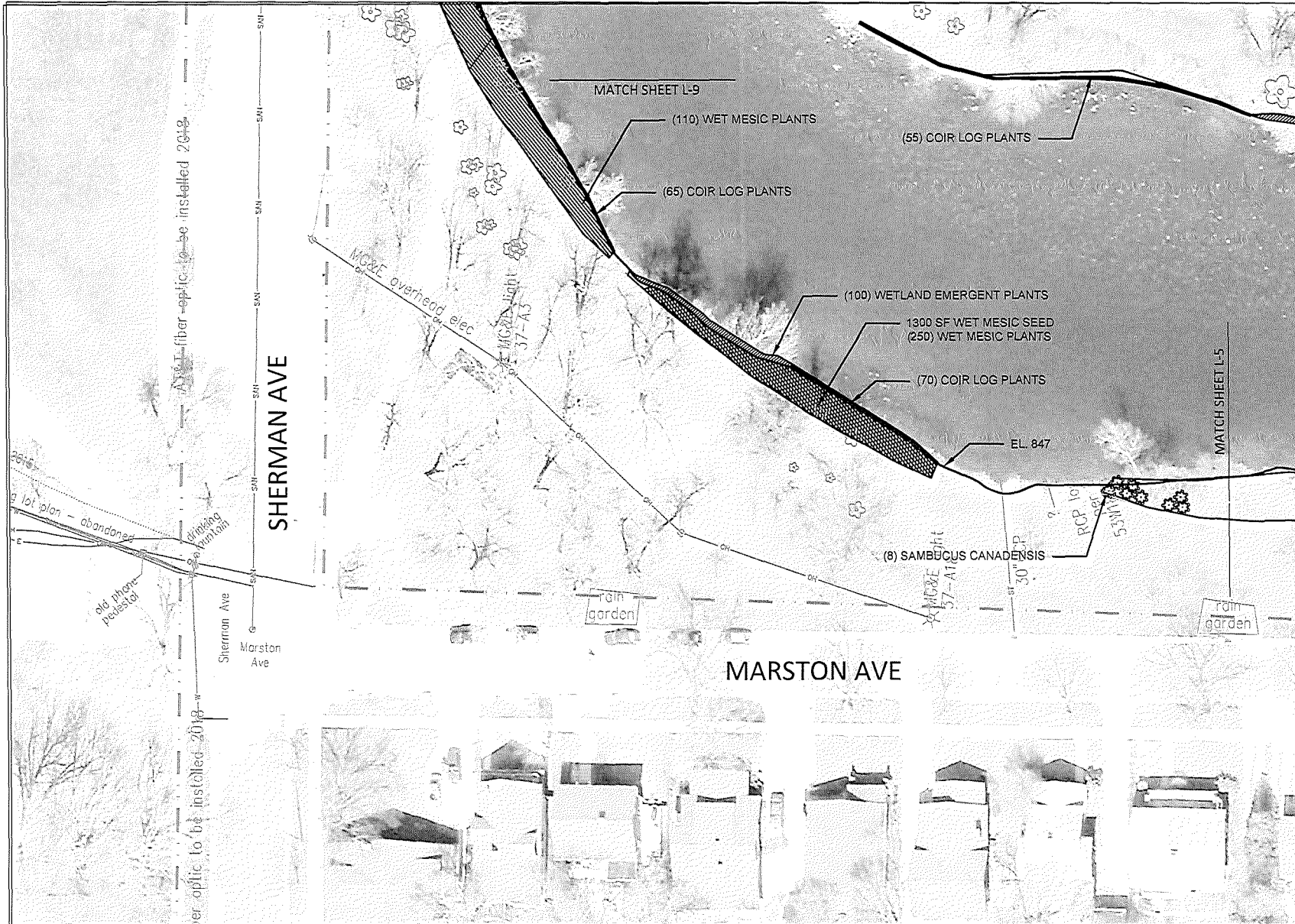
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ITEM	DATE
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PUBLIC WORKS PROJECT #:
8480

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-8



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BIOSTABILIZATION*

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PUBLIC WORKS PROJECT #:
8480

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-10






8480 Plans

Final Audit Report

2020-10-29

Created:	2020-10-29
By:	ENG- Christy Bachmann (CBACHMANN@CITYOFMADISON.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhcyJiPA7WIWAEEmEzj4rrfqNxxwD8NCMJ

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-  Document emailed to sarah lerner (slerner@cityofmadison.com) for signature
2020-10-29 - 9:23:37 PM GMT
-  Email viewed by sarah lerner (slerner@cityofmadison.com)
2020-10-29 - 9:23:46 PM GMT- IP address: 34.220.193.71
-  Document e-signed by sarah lerner (slerner@cityofmadison.com)
Signature Date: 2020-10-29 - 9:24:49 PM GMT - Time Source: server- IP address: 204.147.0.15
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