



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Joseph T. Parisi

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Phone: (608) 266-4018 ♦ Fax: (608) 267-1533

Commissioner / Director
Gerald J. Mandli

MAY 22, 2018

ATTENTION ALL REQUEST FOR PROPOSAL (RFP) HOLDERS
RFP NO. 317055 - ADDENDUM NO. 1
NATIVE PRAIRIE GRASS RESTORATION AND MAINTENANCE

PROPOSALS DUE: THURSDAY, MAY 31, 2018, 2:00 PM.
DUE DATE AND TIME **ARE NOT** CHANGED BY THIS ADDENDUM

This Addendum is issued to modify, explain or clarify the original Request for Proposal (RFP) and is hereby made a part of the RFP. **Proposers must acknowledge this addendum on the Signature Page and submit with Proposal as outlined in the Cover Letter.**

PLEASE MAKE THE FOLLOWING CHANGES:

1. GENERAL

Dane County is willing to entertain proposals that vary from RFP documents to ensure a successful restoration or are otherwise in the County's best interests.

Enclosed are the pre-bid meeting minutes and attendance sheet. Also enclosed is the updated construction schedule from the final cap and liner Contractor.

2. REQUESTED SERVICES AND BUSINESS INFORMATION

Remove Requested Services and Business Information (RSBI); replace with new RSBI, issued with this Addendum. The revised RSBI is marked "Addendum No. 1" and changes are made in red lettering. Summary of the changes are as follows:

Section 1. General information, Paragraph B

Clarification of regrading work at the clay borrow site.

Section 2. Scope of Work, Paragraph B, Section 2

Clarification of proposed seed mixtures for the clay borrow site.

Section 3. Proposal Content, Paragraph A, Section 6

Clarification of seed mixture pricing for both landfill and clay borrow site.

Section 3. Proposal Content, Paragraph A, Section 8

Paragraph added for Contractor to provide any guarantee or warranty language for ALL phases of the project.

Section 6. Work by Owner, Paragraph A

Clarification of Work by Owner.

3. **SAMPLE PURCHASE OF SERVICES AGREEMENT**

Remove Sample Purchase of Services Agreement; replace with new Sample Purchase of Services Agreement, issued with this Addendum. The revised Sample Purchase of Services Agreement is marked “Addendum No. 1” and changes are made in red lettering. Summary of the changes are as follows:

Schedule B – Payment Terms

Clarification of Paragraphs I (b) and I (c).

4. **FIGURE 6. CLAY BORROW SITE EXISTING CONDITIONS**

Figure 6, enclosed, depicts Phase 1 and 2 property limits, project boundaries, diversion berms, waterways, and revised rough walking trails of approximately 8 feet in width, shall be made part of this RFP.

PLEASE NOTE THE FOLLOWING CONTRACTOR SUBMITTED QUESTIONS:

General Questions

Question 1: Will performance bonding be required for the project?

Answer 1: No, performance bonding will not be required for the project. Dane County will require some form of warranty and/or guarantee. Proposed warranty and/or guarantee shall be submitted with the Proposal

Question 2: Will there be any soil testing done at either location?

Answer 2: No, County will not conduct soil tests at either location. This will be included as Phase 1 – Site and Soil Preparation under selected Contractor.

Question 3: Will the Contractor be responsible for seed bed preparation?

Answer 3: Yes, County will provide rough grading and everything beyond that will be the Contractor’s responsibility.

Site Specific Questions – Dane County Landfill Site No. 2

Question 4: What are the maximum slopes for the landfill?

Answer 4: The maximum slopes for the landfill vary from 4:1 to 3:1.

Question 5: What is the cover crop on the 8 acres capped from last year?

Answer 5: The cover crop on the capped 8 acres is oats and was seeded a few weeks ago.

Question 6: Where can Contractor stage equipment on-site?

Answer 6: Contractor can use the entire final capped area of the landfill for equipment staging. Given the geosynthetics for the final cap, there are restrictions on weight and impact but tractors and skid steers are acceptable.

Question 7: Can you provide AutoCAD drawings of Dane County Landfill Site No. 2?

Answer 7: Yes, AutoCAD files are available upon request, please contact Allison Rath sack.

Site Specific Questions – Clay Borrow Site

Question 8: Will the County survey and place stakes at property boundaries and/or project boundaries?

Answer 8: Yes, County can provide that.

Question 9: Can third-party Contractors be hired?

Answer 9: Yes, please provide that information in the proposal.

Question 10: Does the County have a good relationship with the farmer?

Answer 10: Yes.

Question 11: What is the budget for this project?

Answer 11: Dane County does not share budget information prior to awarding a contract.

Question 12: Are there prevailing wage rate requirements?

Answer 12: No, prevailing wage rate determinations have not been required since January 1, 2017. As of April 2018, Dane County has also removed equal partner benefits and minimum wage requirements.

Question 13: What is the area of land required for restoration at the clay borrow site?

Answer 13: Approximately 56 acres will need to be restored at the clay borrow site.

Question 14: Are the walking paths at the clay borrow site required to be a cool season grass mixture?

Answer 14: Yes, Contractor to propose a seed mixture best applicable for rough walking trails per Requested Services and Business Information and NRCS Code 327, Table 13. The primary functions of these trails are to serve as fire breaks and drainage swales. Local municipalities have also shown interest in mowing these paths for rough walking trails.

Question 15: Will the diversion berms be regraded at the clay borrow site?

Answer 15: Please see revised RSBI for Work by Owner clarification.

Question 16: Where is the western project boundary for the clay borrow site?

Answer 16: On Figure 5, Existing Conditions for Westport Clay Borrow Site (Phase 2), the green channel erosion mat is the drainage swale referenced in the Requested Services and Business Information. Everything east of the swale, but not including the swale, is included as part of this Proposal. Figure 6 further illustrates property limits, project boundaries, diversion berms, waterways, and revised rough walking trails.

Enclosures

Attachment 1: Pre-Bid Meeting Attendance

Attachment 2: Pre-Bid Meeting Minutes

Attachment 3: Contractor Construction Schedule, Revised 5/21/18

Attachment 4: Requested Services and Business Information, Revised 5/21/18

Attachment 5: Conservation Cover, Code 327, for Natural Resources Conservation Service

Attachment 6: Sample Purchases of Services Agreement, Revised 5/21/18

Attachment 7: Figure 6 – Clay Borrow Site Existing Conditions

If any additional information about this Addendum is needed, please contact Allison Rath sack at (608) 514-2319, or Rathsack.Allison@countyofdane.com.

Attachment 1: Pre-Bid Meeting Attendance

SITE TOUR ATTENDANCE SHEET

RFP NO. 317055

**NATIVE PRAIRIE GRASS RESTORATION AND MAINTENANCE
DANE COUNTY LANDFILL SITE #2 & WESTPORT CLAY BORROW SITE
7102 U.S. HIGHWAY 12 & 18, MADISON, WI
THURSDAY, MAY 17, 2018 @ 10:00 AM**

NAME	COMPANY	PHONE	E-MAIL
ZACH LOFTUS	CARDNO	708/295-4613	ZACHARY.LOFTUS@CARDNO.COM
BRETT SUHAYDA	ENCAP	815/748-4500	BSUHAYDA@ENCAPINC.NET
TRAVIS LANSER	AES	608/897-8641	TRAVIS.LANSER@APPLIEDECO.COM
DAN FUHS	ECO-RESOURCE	608/316-5368	DFUHS@ECO-RESOURCE.NET
JAY SETTERSTEN	SETTERTECH	608/712-6302	JAY@SETTERTECH.COM

Attachment 2: Pre-Bid Meeting Minutes

SITE TOUR

RFP NO. 317055

**NATIVE PRAIRIE GRASS RESTORATION AND MAINTENANCE
DANE COUNTY LANDFILL SITE #2 & WESTPORT CLAY BORROW SITE
7102 U.S. HIGHWAY 12 & 18, MADISON, WI
THURSDAY, MAY 17, 2018 @ 10:00 AM**

- Introduction – sign in
- Description of Work
 - Native prairie grass restoration and maintenance for Dane County Landfill Site No. 2 and Dane County’s clay borrow site.
- Schedule
 - Last day for questions: May 18, 2018
 - Last day for addenda: May 22, 2018
 - Proposals due: May 31, 2018
 - Oral presentations/interviews: June 4, 2018 (if necessary)
 - Notification of intent to award: June 5, 2018
 - Estimated contract start date: July 23, 2018
- Proposal Opening on Thursday, May 31, 2017 at 2:00 p.m. at Public Works office, 1919 Alliant Energy Center Way, Madison WI 53713
 - **Late proposals will not be accepted.**
- All documents related to RFP 317055 are on the Dane County website (<https://bids-pwht.countyofdane.com/>) for free download.
- Addenda
 - Bonding question
 - **Dane County will not require performance bonding but will require some form of warranty and/or guarantee. Proposed warranty and/or guarantee language shall be submitted with the Proposal.**
 - Updated construction schedule (weather dependent)
- Include with proposal:
 - Signed Signature Page – acknowledge all addenda
 - Fair Labor Practices Certification form
- Before award:
 - Must be a *paid registered vendor* with Dane County (**\$20/year**)
 - <https://www.danepurchasing.com/>
 - 608/266-4131
- Work by Owner will include the following:
 - **See revised RSBI, enclosed with Addendum No. 1.**

- Site Access:
 - Landfill Hours of Operation: 6:30 AM – 4:00 PM (typically). If required, Dane County can supply awarded Proposer with gate key for access beyond those hours.
 - Must comply with City of Madison Noise Ordinance (24.08) – Construction noise allowed between 7 AM – 7 PM Monday thru Saturday and 10 AM - 7 PM on Sunday.

- Project security and safety:
 - Heavy traffic with concurrent construction projects (e.g. final cap and liner construction and biogas facility construction).
 - Landfill contains methane, a flammable gas, therefore no smoking is allowed at the landfill.
 - Be respectful to the general public entering and exiting the facility.
 - Proposer will be responsible for security of materials and equipment.

- Questions on procedure or requirements:
 - See Addendum cover sheet.

- Site tour:
 - Dane County Landfill Site No. 2 Current Condition:
 - Landfill final cap consists of 2' of fine-grained material, geosynthetic clay liner (GCL), 40 mil LLDPE geomembrane, geotextile, 2.5' of general fill, and 6" of topsoil.
 - Dane County Westport Clay Borrow Site Current Condition:
 - Excavation west of swale will be completed in the next couple of weeks.
 - Seed mix has not been selected, Proposer shall propose a seed mix based on NRCS, Code 327 – Conversation Cover. The majority of the seed mix shall consist of pollinator friendly plants.

Attachment 3: Contractor Construction Schedule, Revised 5/21/18

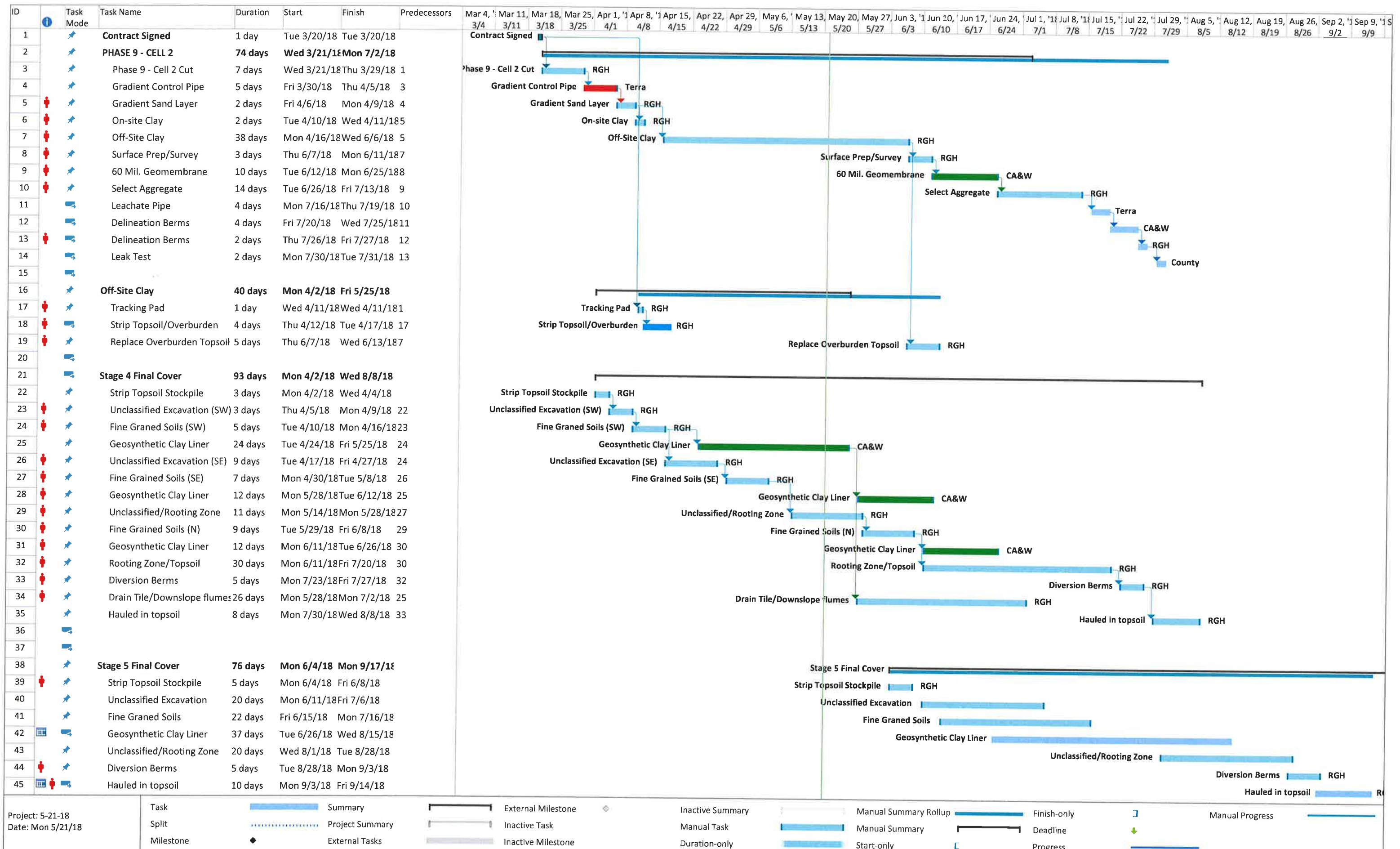


FIGURE 3. CONTRACTOR'S CONSTRUCTION SCHEDULE (ADDENDUM NO. 1)

Attachment 4: Requested Services and Business Information, Revised 5/21/18

REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL INFORMATION

- A. Purpose: Dane County is inviting Proposals for native prairie grass restoration and maintenance over approximately 40 acres of capped landfill and approximately 56 acres at Dane County's clay borrow source. The landfill site is required to have a specified native prairie grass mixture (Figure 1) while the County is open to alternative native prairie grass mixtures for the clay borrow source site. The clay borrow site can be a sole mixture or various mixtures based on soil type and moisture regime.
- B. Overview: Dane County Landfill Site No. 2 has been an active municipal solid waste (MSW) landfill since 1985. At the time of the start of this contract, Dane County will have capped approximately 40 acres for final seeding, broken down into three (3) capping stages (Figure 3). Below is additional information for the three (3) capped stages of the landfill:
- Stage 3: 8 acres are permanently capped and seeded with cover crop during 2017/2018 construction season,
 - Stage 4: 18 acres are currently being capped without seeding during 2018 construction season, and
 - Stage 5: 14 acres are currently being capped without seeding during 2018 construction season.

The Contractor's schedule for final capping is attached as Figure 3. Please note, the clay excavation outlined on Contractor's schedule is outside the area of restoration at the clay borrow source.

Please note, the area 100' east of Stage 5 will also need to be restored with prairie grass as it was disturbed during construction. The area beyond 100' east of Stage 5 is either actively accepting waste or is permanently capped and seeded from previous construction with portions being used for vertical expansion. There will be no prairie restoration work in the areas east of Stage 5 as part of this contract.

Per Wisconsin Department of Natural Resources (WDNR), Dane County is required to:

- Measure each gas well for landfill gas quality and quantity on a monthly basis,
- Measure each leachate head well for quantity on a monthly basis,
- Perform routine and non-routine maintenance on each gas well, and
- Monitor surface emissions on a quarterly basis, on a 100' by 100' grid.

Given the above requirements, Contractor shall propose potential solutions as to maintain access for surface emission monitoring, gas wells, and leachate headwells.

Dane County's clay borrow site located in the Town of Westport will also require restoration and maintenance. Clay was excavated during two separate phases, denoted as Phase 1 and 2. Phase 1 was excavated in 2014 and restored in 2015. There has not been maintenance performed on Phase 1 so introduced grasses, legumes, and weeds are present. There is an established **diversion and waterway** directing the water northeast off the hill that is along the southern border to drain to the existing sediment basin (Figure 4 & 6). **The diversion and waterway shall be repaired and regraded by the County. The chosen Contractor shall be responsible for stabilizing the diversion and waterway upon completion of rough grading by the County.**

Phase 2 was broken into two sections, the first being the area to the east of the drainage swale and the second to the west (Figure 5). The area including the drainage swale and west of the drainage swale is not included in this Proposal as clay will continue to be removed in future years. The area to the east of the drainage swale was excavated in 2016 and restored in 2017. There has not been maintenance performed on Phase 2 so introduced grasses, legumes, and weeds are present. Contractor shall plant and maintain prairie grasses in this area as part of this Work.

The establishment of native prairie grass is crucial to the Town of Westport as this site may be home to a future recreation/conservation area. Given these parameters, rough walking trails shall be installed along the perimeter. Contractor shall propose a seed mixture to be used for rough walking trails.

Owner's responsibilities are outlined in Section 6, below.

C. To be considered for this project, the Consultant must meet or exceed the following criteria:

1. CQA representative shall be present during crucial restoration and maintenance phases (i.e. site and soil preparation, planting, maintenance, etc.) for both sites. CQA representative may work for the Contractor or may be sub-contracted. The specific purpose of CQA representative is to ensure a successful restoration project. **Critical phases and times that CQA representative shall be present for shall be detailed in Section 4 of the Proposal.**
2. Must have been responsible for the installation and/or maintenance of at least three (3) restoration projects of similar scope and size of this Proposal.
3. Have been in business for a period of not less than five (5) years.

2. SCOPE OF WORK

A. Phase 1 – Site and Soil Preparation

1. Contractor shall be solely responsible for installing and maintaining any additional erosion control or stormwater measures as to not detrimentally affect the project area or surrounding area for both the landfill and the clay borrow site.
2. Contractor shall work with County to identify areas to be graded prior to planting to ensure an adequate seed bed and a successful restoration.
3. Contractor shall provide soil sampling and testing at a frequency to adequately represent the overall soil mass for both the landfill and the clay borrow site. If soil sampling and testing is not necessary at one or both sites, please provide a detailed explanation and rationale as to why.
 - a. Soil testing shall include the testing for pH, nutrients (dissolved nitrogen, phosphorous, and potassium at a minimum), and percent organic matter.
 - b. Contractor shall recommend necessary soil amendments and/or fertilizers for application. Contractor shall purchase and apply required soil amendments and/or fertilizers through a separate contract with the County.

Please note, all surface applications at the landfill must be approved by WDNR and County as to not affect the groundwater monitoring wells that surround the landfill perimeter.

4. CQA representative shall monitor critical phases to ensure Contractor is complying with all local, state, and federal standards and manufacturer's instructions.

B. Phase 2 – Planting

1. Contractor shall propose potential solutions as to maintain access for surface emission monitoring, gas wells, and leachate headwells. If additional seed mixture(s) are made part of the potential solution, please provide the proposed seed mixture(s).
2. Contractor shall propose seed mixtures and rationale for selected mixtures for the following areas at the clay borrow site:
 - a. Native prairie grass(es) for clay borrow site, **selected from Code 327**, and
 - b. Walking trail grass(es) for clay borrow site, **selected from Code 327 (Table 13)**.

Proposed seed mixes shall be consistent with standards outlined in Code 327 – Conservation Cover by Natural Resources Conservation Service and dependent on moisture regime (see Attachment 5, Addendum No. 1).

Please note, at least a portion of the seed mixes for the clay borrow site must be pollinator bee friendly.

3. Contractor shall prepare and submit a planting diagram for both the clay borrow site and landfill. Contractor may not begin planting until County has approved the planting diagram.
4. Contractor shall prepare a planting schedule that includes the best timeline for achieving successful germination for both sites. Contractor shall be responsible for any required reseeded.
5. Contractor shall provide all equipment, laborers, and materials necessary to successfully commence and complete planting for both sites.
6. CQA representative shall monitor critical phases for both sites to ensure Contractor is complying with all local, state, and federal standards and manufacturer's instructions.

C. Phase 3 – Maintenance

1. Contractor shall perform all maintenance for both sites for a five-year period following completion of installation as determined from acceptance in writing by County.
2. Contractor shall develop and maintain an establishment maintenance plan for both sites. Please note that prescribed burns cannot be conducted at the landfill. The landfill generates methane, a flammable gas.
3. Contractor shall develop and maintain a long term management plan following the establishment maintenance plan for both sites. Please note that prescribed burns cannot be conducted at the landfill. The landfill generates methane, a flammable gas.
4. Contractor shall estimate long term care costs at the landfill for the following timeframes:
 - a. Ten (10) year period from planting,
 - b. Twenty (20) year period from planting,
 - c. Thirty (30) year period from planting, and
 - d. Forty (40) year period from planting.

5. CQA representative shall monitor critical phases to ensure Contractor is complying with all local, state, and federal standards and manufacturer's instructions.

3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in **eight** clearly distinct sections or divisions:

1. Proposer's cover letter, Signature Page and Fair Labor Practices Certification.
2. Description of firm's qualifications, experience, organization and resources. This description must pay specific attention to the planning, installation, and maintenance of restoration projects. Description must include:
 - a. Experience with, or involvement in developing Best Management Practices (BMP) or maintenance plans for restoration projects;
 - b. Related CQA experience for restoration projects; and
 - c. Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-contractors) that would be assigned to this Work; these key staff shall retain project involvement and oversight throughout the course of the Work.
3. Listing of at least three restoration and/or maintenance projects completed by their company that are similar to the one being proposed. Listing shall include for each project:
 - a. Brief description of the project including services provided (e.g., BMP plans, CQA representative, seed mixture design, restoration maintenance implementation plans, etc.);
 - b. Detail the proposing company's role(s) in the project;
 - c. Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address);
 - d. Start and end dates of services; and
 - e. Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.
4. Description of planning and implementation techniques to be used in approaching the Work. Close attention will be paid to the A/E firm's knowledge and understanding of:
 - a. Identify BMP for a successful restoration project (include erosion control and stormwater management practices),
 - b. Topsoil treatment methods,
 - c. Anticipated CQA representative timeline,
 - d. Proposed seed mixture(s) and placement for clay borrow site,
 - e. Planting timeline specific to clay borrow site,
 - f. Planting timeline specific to landfill,
 - g. Establishment timeline and maintenance requirements for each site,
 - h. Long term maintenance timeline and requirements for each site,
 - i. Estimates for long term care costs for each site (this cost will ONLY be used for determining long term care costs for WDNR required reporting),
 - j. Local availability of all seed mixtures, and
 - k. Recommendations for each site.

5. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the project phases, using a theoretical start date of July 23, 2018. Include listing of other consultants who will participate in this Work and their area of expertise.
6. Six (6) fees for services **and** desired progress payment plan:
 - a. Stated as fixed fee for CQA representative (in \$/hour) and include anticipated timeline and hours of Work in Section 4 of the proposal.
 - b. Stated as fixed fee for native prairie grass mixture **for the landfill** (in \$ per acre) and include local availability in Section 4 of the proposal,
 - c. Stated as fixed fee for each additional seed mixture **for the clay borrow site** (in \$ per acre per seed mixture) and include local availability in Section 4 of the proposal,
 - d. Stated as fixed fee for Phase 1 of the Scope of Work (not including seed mixture pricing and CQA Work),
 - e. Stated as fixed fee for Phase 2 of the Scope of Work (not including seed mixture pricing and CQA Work), and
 - f. Stated as fixed fee for Phase 3 of the Scope of Work (not including seed mixture pricing and CQA Work).
7. State clearly any limitations you wish to include in *Sample Purchase of Services Agreement* and advise of any conditions that you may have.

Please note, Dane County may have separate contracts with selected Contractor for each site. Please advise of any conditions that you may have given this possibility.

8. Provide sample warranty or guarantee language for ALL phases of the project.

4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on this criteria:

Relative Experience	35%
Past Project References	25%
Approach to Project	20%
Pricing / Cost Proposal	<u>20%</u>
Total	100%

5. SITE TOUR

A. A proposing company site tour will be held on Thursday, May 17, 2018 at 10:00 a.m. starting at the Scale House. This cursory tour will go until approximately 12:00 p.m. and will also cover the clay borrow site. The borrow site is located 25 minutes from the landfill, and tour attendees will have to provide their own transportation. Proposing companies are encouraged to attend this optional tour.

6. OWNER'S RESPONSIBILITY

A. Dane County will provide equipment and labor for any **regrading** and **surveying** work as mutually agreed upon by County and Contractor. **Work may include, but not limited to, constructing, repairing, or regrading of diversion berms or waterways and basin cleanouts.**

7. TIMETABLE

- A. Listed below are specific and estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
May 1, 2018	RFP issued
May 17, 2018 - 10:00 a.m.	Site tour
May 18, 2018 - 2:00 p.m.	Written inquiries due
May 22, 2018	Addendum (if necessary)
May 31, 2018 - 2:00 p.m.	Proposals due
June 4, 2018 (estimated)	Interviews for invited proposing companies
June 7, 2018 (estimated)	Notification of intent to award sent out
July 23, 2018 (estimated)	Agreement start date

8. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Allison Rathsack, Project Manager, at 608/514-2319 or Rathsack.Allison@countyofdane.com.
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Thursday, May 31, 2018.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) calendar days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.

Attachment 5: Conservation Cover, Code 327, for Natural Resources Conservation Service

CONSERVATION COVER

(Acres)
Code 327

Natural Resources Conservation Service
Conservation Practice Standard

I. Definition

Establishing and maintaining permanent vegetative cover.

II. Purpose

This practice may be applied to accomplish one or more of the following.

- Reduce soil erosion and sedimentation.
- Improve water quality.
- Improve air quality.
- Enhance wildlife habitat.
- Improve soil quality.
- Manage plant pests.
- Promote habitat for native pollinators.

III. Conditions Where Practice Applies

This practice applies on all lands needing permanent vegetative cover. This practice does not apply to plantings for critical area protection or forage production.

IV. Federal, Tribal, State, and Local Laws

Users of this standard should be aware of potentially applicable federal, tribal, state and local laws, rules, regulations or permit requirements governing conservation cover. This standard does not contain the text of federal, tribal, state, or local laws.

V. General Criteria

A. General Criteria Applicable to All Purposes

1. Specie Selection and Seed Quality

Species shall be adapted to soil, climatic, and ecological site conditions.

Species planted shall be suitable for the planned purpose and site conditions.

Species identified as restricted or prohibited by law shall not be planted.

The minimum seeding requirements are based on seeds per square foot for the intended purpose.

*Certified Seed*¹ shall be used, and seeding rates will be based on *Pure Live Seed* (PLS). Seed tag information such as purity and germination and any computations to adjust seeding rates must be submitted to document actual seeding rates. *Actual adjusted seeding rates* will be based on the equivalent of 100 percent PLS, determined by multiplying the percent purity by total percent germination.

Untested introduced grass and forb seed are not approved for planting.

When certified native grass or forb seed is unavailable or difficult to locate, *non-certified* seed can be used, as long as the seed has been tested for varietal purity, germination, and other mechanical qualities, such as inert matter and other crop or weed seeds.

Untested locally harvested native grass or forb seed that is planned for use under the criteria of this standard must be approved by the NRCS State Agronomist prior to seeding.

Introduced and native legumes shall be inoculated with the proper *Rhizobium* bacteria.

If more than 20 percent of the legume seed is hard seed, increase the seeding rate for legumes by the percent of hard seed.

Use non-sod forming species in locations where shrub and tree establishment is planned.

2. Seeding Periods

The specific date that provides the best chance for success will vary from south to north and from year to year with prevailing moisture and temperature conditions. Late summer seeding is generally riskier than spring seeding. Planting at either end of the allowable range is riskier than the middle of the range. Refer to Figure 1 for planting zones and Tables 16 and 17 for seeding dates.

Seeding outside of the recommended dates must be approved by the Area Resource Conservationist or State Agronomist.

The *frost seeding* period in Wisconsin ranges from mid February to early March and will vary from year to year depending on the weather. Frost seeding is allowed only during the active freezing and thaw cycle and is allowed for native and *introduced species*. For additional frost seeding information, refer to Wisconsin Agronomy Technical Note 5, Establishing and Maintaining Native Grasses, Forbs, and Legumes; and Wisconsin Agronomy Technical Note 6, Establishing and Maintaining Introduced Grasses and Legumes.

3. Nutrient and Soil Amendment Requirements

When seeding introduced species, soil fertility and pH level will be amended to satisfy the needs of the plant species to be established. Fertilizer and lime recommendations will be determined by a soil test. If no soil test is available, apply a minimum of 150 pounds of 20-10-10 fertilizer and 2 tons of 80-89 lime or equivalent per acre. Soil amendments may be waived at the discretion of a certified conservation planner. The basis for waiving the use of soil amendments shall be documented in the client's case file.

For establishment of *native species*, the use of soil amendments is not required.

4. Seedbed Preparation

Prior to planting into cropland fields, verify that herbicides previously applied to the site will not "carry over" and damage the new seeding.

Site preparation shall be adequate to assure weed suppression and to promote germination and growth of the species planted.

Planting equipment type, use, and timing shall be appropriate for the site conditions, soil characteristics, and type of seeds (size, etc.) selected to assure uniform placement and germination.

Refer to Wisconsin Agronomy Technical Notes 5 and 6 for detailed seedbed preparation guidance for specific situations.

5. Temporary Cover and Companion Crop

Temporary cover and companion crops are vital practices utilized to support the successful establishment of herbaceous plantings. Temporary cover and companion crops suppress weed growth and limit soil erosion during the establishment period. Use depends on the site conditions, method of planting, and seed mixture.

For further details regarding temporary cover and companion crop recommendations, refer to Wisconsin Agronomy Technical Notes 5 and 6.

B. Criteria for Seed Mixture Development

1. It is required that at least 50 percent (seeds/ft²) of mixtures planted to introduced or native species for wildlife habitat consist of grasses, with the exception of introduced and native pollinator habitat mixes.
2. Increase seeds per square foot by 15 percent when dormant or frost seeding occurs.
3. Refer to Table 1 for the recommended seeding rates for the most commonly used introduced grasses, legumes and native grasses. Additional approved species can be found in Wisconsin Agronomy Technical Notes 5 and 6. Use of species not listed in Wisconsin Agronomy Technical Notes 5 and 6 must be approved by the State Agronomist.
4. For solid native grass plantings, refer to Section V.E.4. of this standard.

5. Refer to Wisconsin Agronomy Technical Notes 5 and 6 for suggested monoculture seeding recommendations, grass mixtures and seeding rate adjustments for overly aggressive species.

per square foot, the excess seed will be excluded from the calculation of the required 50 seeds per square foot.
 6. Rushes and sedges can be substituted for grasses where wet soil conditions exist. Seed mixture design requirements are the same as for grasses.
 - 4) At least 25 seeds per square foot must be native grasses, sedges, or rushes and a minimum of 10 forbs and/or legume seeds per square foot must be seeded. For more details and examples of standard native grass, forb, and legume mixes, review Wisconsin Agronomy Technical Note 5.
 7. Native Grass, Forb and Legume Plantings
 - a. Basic Prairie Plantings

A minimum of 3 grasses seeded at a minimum total rate of 20 grass seeds per square foot, and a minimum of 3 forbs and or legumes amounting to a minimum total rate of 2.0 seeds per square foot.
 - b. Restoration of Native Prairie Plantings

A minimum of 5 grasses consisting of a minimum total rate of 15 grass seeds per square foot, and a minimum of 10 forbs and at least one legume in the mixture amounting to a minimum total rate of 8 seeds per square foot.
 - c. Native Pollinator Herbaceous Plantings

At least 1 and a maximum of 2 bunch grass species seeded at a maximum total rate of 10 seeds per square foot, and a minimum of 9 forbs and/or legumes, 3 or more from each bloom period (early, mid, late) seeded at a minimum total rate of 30 seeds per square foot.
 - d. Seeding Requirements for Untested Local Genotype Seed
 - 1) A minimum of 5 grasses, sedges, or rushes and a minimum of 10 forbs and at least 1 legume must be seeded.
 - 2) Seed will be planted at a minimum seeding rate of 50 seeds per square foot.
 - 3) Limit seeding rates so that one specie does not comprise of more than 20 percent of the total seeds per square foot. When a specie exceeds 20 percent of the required 50 seeds
 8. Introduced Grass and Legume Plantings
 - a. Wildlife Habitat Plantings

A minimum of 2 grasses seeded at a minimum total rate of 70 grass seeds per square foot, and at least one legume seeded at a minimum total rate of 30 seeds per square foot.
 - b. Introduced Pollinator Herbaceous Plantings

At least 1 and a maximum of 2 bunch grasses seeded at a maximum total rate of 30 seeds per square foot, and a minimum of 2 legumes seeded at a minimum total rate of 40 seeds per square foot.

For more details and examples of standard introduced grass and legume mixes, refer to Wisconsin Agronomy Technical Note 6.
- C. Additional Criteria to Reduce Soil Erosion, Sedimentation, and Improve Water Quality**
1. The potential for soil erosion (sheet and rill or wind) during establishment or cover enhancement activities shall be assessed using the current water or wind erosion prediction technology.
 2. The appropriate sheet and rill erosion control practices necessary to achieve the planned soil loss objectives shall be included in the planting plan (i.e., Contour Farming, No Till Planting, Cover Crop).
 3. Additional conservation practices, such as Grassed Waterways and Grade Stabilization

Structures, shall be planned as needed to address erosion risk identified for the site.

D. Additional Criteria for Improving Air Quality

1. To control dust in perennial crop systems such as orchards, vineyards, berries, and nursery stock, vegetation established using this standard shall provide full ground coverage in the alleyway and headlands.
2. Carbon sequestration plantings established utilizing this standard shall result in a positive CO₂ equivalent value as determined by utilizing the current approved carbon prediction technology.

E. Additional Criteria for Enhancing Wildlife Habitat

1. Grasses, forbs, shrubs, and/or legumes shall be planted in a diverse mix to promote biodiversity and meet the needs of the wildlife species targeted for management.
2. Physical disturbances during the nesting season (May 15 to August 1) or other identified use period by wildlife species in the conservation plan shall be limited to the extent practicable.
3. The long-term objectives of the land user and the needs of the wildlife species targeted for management shall be considered in planning the vegetative cover.
4. A mixture of grasses and forbs will provide the most diversity for a wide range of animals. Solid stands of native and introduced grass plantings can provide additional benefits for certain wildlife species depending on the wildlife habitat plan that is specie-specific. Single or multiple specie grass stands can provide added protection from predators, improve concealment zone characteristics, and the vegetation may be more persistent during the winter season. Planned introduced grass plantings consisting of one specie must be approved by the State Agronomist or State Biologist prior to seeding. Refer to Table 1 for recommended seeding rates.
5. Standard seed mixtures developed as a result of the Conservation Reserve Program (CRP) rules will meet the requirements of this standard when utilized to develop seed

mixtures for CRP contracts. Refer to the most current Wisconsin Farm Service Agency 2-CRP handbook for CRP standard mixtures.

6. The timing and method of prescribed burning where utilized shall be planned to enhance the growth and vigor of target species and to comply with the requirements of Wisconsin NRCS Field Office Technical Guide, Section IV, (WI FOTG), Conservation Practice Standard 338, Prescribed Burning.

F. Additional Criteria to Improve Soil Quality

The Soil Conditioning Index calculated for the site shall achieve a positive value. Plantings will be established and maintained to produce high volumes of organic materials.

G. Additional Criteria to Manage Plant Pests

In perennial crop systems such as orchards, vineyards, berries, and nursery stock, permanent vegetative cover shall be established and managed to attract beneficial species which enhance integrated pest management (IPM) strategies in effect for control of target pest species.

H. Additional Criteria for Promoting Pollination

Select plants that provide the most pollen for pollinator species targeted by the management plan. See Wisconsin Biology Technical Note 8, Pollinator Biology and Habitat, for more detailed information.

I. Additional Criteria to Evaluate the Quality of Conservation Cover Established by Plant Community Succession

If native cover establishes through natural succession in an existing plant community, a certified conservation planner may evaluate the cover to determine if the cover:

- contains grass and legume/forb diversity equal or greater than NRCS recommended seed mixtures;
- meets the intended purpose and adequately addresses all identified resource concerns;
- meets the decision maker's objective;
- meets the rules and/or requirements of the program(s) in effect on the site;

- cover consisting of plants classified as *noxious weeds* or *invasive species* as defined by Wisconsin Job Sheet 397, Maintenance on Established CRP, are managed and controlled according to Job Sheet 397 specifications; and
- cover consisting of plants classified as noxious weeds or invasive species by applicable Wisconsin state and local law, are adequately contained.

Existing cover that is determined to meet all of these criteria can be considered to meet the requirements of this standard.

If non-native cover establishes through succession of the plant community, a certified conservation planner may evaluate the site to determine if the existing cover meets the intended purpose and adequately addresses soil erosion and water quality resource concerns identified for the site using the following criteria:

- contains plant density equal to or greater than the NRCS recommended seed mixture,
- meets the intended purpose by adequately reducing the delivery of nutrients and/or sediments to the area being protected,
- meets the decision makers objective,
- converting the plant stand back to the original cover is impractical and will not enhance the performance of the practice for the intended purpose,
- meets the rules and/or requirements of the program(s) in effect on the site, and
- cover consisting of plants classified as noxious weeds or invasive species by applicable Wisconsin state and local law are being adequately contained.

Existing cover that is determined to meet all of these criteria can be considered to meet the requirements of this standard for the purpose of reducing delivery of sediment and nutrients.

VI. Considerations

Additional recommendations relating to design that may enhance the use of, or avoid problems with this practice, but are not required to ensure its basic conservation functions are as follows.

- A. This practice may be used to promote the conservation of wildlife species in general, including threatened and endangered species. Where wildlife is an objective, the food and

cover value of the planting shall be planned to reflect the habitat needs of the wildlife species targeted for management.

- B. On sites where annual or introduced cool season perennial grasses are an expected weed problem, it may be necessary to postpone or eliminate nitrogen fertilizer application until the planted species are well established.
- C. Where applicable, this practice may be used to conserve and stabilize archeological and historic sites.
- D. Consider rotating management and maintenance activities (e.g., mow only a portion each year) throughout the managed area to maximize cover diversity.
- E. Consider establishing a native plant community that is adapted to the site conditions and which meets landowner objectives. Use native species when appropriate for the identified resource concern and management objective.
- F. In perennial crop systems such as orchards, vineyards, and berries, flowering forbs and legumes may be included in the seed mixture to attract and hold natural pollinator insects.
- G. Consider the use of local genotype seed when native plantings are planned in the vicinity of rare remnant prairies.
- H. Due to the propagation and growth characteristics of grasses, grasses will have the tendency to pre-dominate and crowd out forbs and forb/legumes in diverse plantings. Seed counts per square foot above recommended minimums may lead to excessive competition and poor establishment of some species. It is strongly suggested that the seed count minimums not exceed more than 25 percent of the minimum seeds per square foot for grasses.
- I. Consider reseeding erosive fields in small plots, alternating strips established on the contour over a period of years, or the use of no-till planting. Use the current approved erosion prediction tools to evaluate establishment alternatives.
- J. Consider testing non-certified locally harvested native grass or forb seed genotypes when establishing native plant communities.

VII. Plans and Specifications

Prepare plans and specifications for each site or management unit according to the Criteria, Considerations, and Operations and Maintenance described in this standard.

The following elements will be addressed in the plan to meet the intended purpose:

- site preparation,
- fertilizer application (if applicable),
- seedbed preparation,
- methods of seeding/planting,
- time of seeding/planting,
- selection of species,
- type of legume inoculant used (if applicable),
- seed germination test results,
- seeding rate (adjusted based on PLS calculations),
- supplemental water for plant establishment (if applicable),
- protection of plantings (if applicable),
- weed control activities during the establishment period.

Specifications shall be recorded using Wisconsin Job Sheets 134, How to Establish and Maintain Introduced Grasses and Legumes; and 135, How to Establish and Maintain Native Grasses, Forbs and Legumes; and Job Sheet 130, Pollinator-Friendly Habitat.

VIII. Operation and Maintenance

Mowing or herbicide applications shall be used as necessary to control competitive weeds. Mowing should be done when introduced grasses reach 6-8 inches tall and before the weeds develop matured seed. The residue from mowing shall be uniformly distributed or removed as necessary to avoid smothering the new seedlings. Native warm season grasses should be mowed no lower than 7 inches.

If wildlife habitat enhancement is a purpose, practice maintenance activities shall not disturb cover during the nesting period (May 15 to August 1) for desired wildlife species. Exceptions shall be made to spot treat necessary weed invasions prior to them setting seed.

Maintenance measures must be adequate to control the establishment and spread of noxious weeds and other invasive species.

To benefit insect food sources for grassland nesting birds, spray or other means to control noxious weeds shall be done on a “spot basis” to protect forbs and legumes that benefit native pollinators and other wildlife.

IX. References

USDA, NRCS Wisconsin Field Office Technical Guide (FOTG), Section III, Conservation Management Systems.

USDA, NRCS Wisconsin Field Office Technical Guide (FOTG), Section IV, Practice Standards and Specifications.

University of Wisconsin Extension Publication A1525, Perennial Forage Crop Variety Update for Wisconsin.

USDA, NRCS Wisconsin Agronomy Technical Note 5, Establishing and Maintaining Native Grasses, Forbs and Legumes.

USDA, NRCS Wisconsin Agronomy Technical Note 6, Establishing and Maintaining Introduced Grasses and Legumes.

USDA, NRCS Wisconsin Biology Technical Note 8, Pollinator Biology and Habitat.

USDA, NRCS Wisconsin Job Sheet 130, Pollinator-Friendly Habitat.

USDA, NRCS Wisconsin Job Sheet 134, How To Establish and Maintain Introduced Grasses and Legumes.

USDA, NRCS Wisconsin Job Sheet 135, How to Establish and Maintain Native Grasses, Forbs, and Legumes.

USDA, NRCS Wisconsin Job Sheet 397, Maintenance on Established CRP.

University of Wisconsin Cooperative Extension, Invasive Plant Management in CRP Fields: <http://ipcm.wisc.edu/Publications/tabid/54/Default.aspx>.

USDA, Farm Service Agency, Agricultural resource Conservation Program 2-CRP Handbook, and Wisconsin Amendments.

X. Definitions

Actual Adjusted Seeding Rates (V.A.I.) – an increase in seeds per square foot or pounds per acre, when the PLS is less than 100 percent.

Certified Seed (V.A.1.) – Seed that meets the standards established by the designated official seed certifying agency for the purpose of ensuring species/variety, species/varietal purity and mechanical quality. The Wisconsin Crop Improvement Association is the official seed certifying agency for Wisconsin.

Frost Seeding (V.A.2.) – Broadcast seeding in February to mid-March during the active freezing and thaw cycle onto existing herbaceous stands or onto seedbeds prepared the previous fall.

Introduced Species (V.A.2.) – Plant species that historically would not have been found in North America until they were brought here by travelers from other parts of the world. This would include smooth brome grass and alfalfa. Some of these species may have a wide distribution such as Kentucky bluegrass.

Invasive species (VI.F.) – Non-native species that have the ability to spread rapidly and overwhelm other plants, causing economic and environmental harm, or harm to human and animal health.

Native Species (V.A.3.) – Plants that have been identified as historically present in North America, such as big bluestem or green needle-grass.

Non-Certified Seed (V.A.1.) – Seed that is grown, processed, tested and labeled for species/variety and mechanical quality factors, but is not certified by an official seed certifying agency.

Noxious weeds (VI.F.) – A plant that has been designated by a county, state, or national agricultural authorities as one that is injurious to agricultural and horticultural crops, natural habitats, human, and or livestock if left uncontrolled. Most noxious weeds are introduced species.

Pure Live Seed (PLS) (V.A.1.) – PLS is a means of expressing seed quality, based on the percentage of seed in a seed lot that is both pure and viable. PLS is calculated by multiplying the percentage of total viable seed (germination + hard seed + dormant seed) by the percentage of pure seed divided by 100.

Untested (V.A.1.) – Seed that has no assurances of testing for species/variety and mechanical quality, i.e., species/variety purity, inert matter, other crop or weed seeds and germination potential. Untested seed legally cannot be labeled.

Table 1
Common Species and Recommended Seeding Rates

Common Name	Scientific Name	Moisture Regime	Single Species Seeding Rate (PLS)		
			Lbs./Ac.	Seeds/Lb.	Seeds/Ft ² /Lb./Ac.
Introduced Grasses			Lbs./Ac.	Seeds/Lb.	Seeds/Ft²/Lb./Ac.
Italian or Annual Ryegrass	<i>Lolium perenne</i> L. ssp. multiflorum	DM, M, WM	20	227,000	5.2
Kentucky Bluegrass	<i>Poa pratensis</i>	D, DM, M, WM, W	8	2,177,000	50
Orchard Grass	<i>Dactylis glomerata</i> L.	D, DM, M, WM	10	653,000	15
Perennial Ryegrass	<i>Lolium perenne</i>	DM, M, WM	20	227,000	5.2
Redtop*	<i>Agrostis gigantea</i>	M, WM, W	4	4,990,000	114.5
Smooth Bromegrass*	<i>Bromus inermis</i>	D, DM, M, WM	20	136,000	3.1
Tall Fescue*	<i>Schedonorus arundinaceus</i>	D, DM, M, WM	12	227,000	5.2
Timothy	<i>Phleum pratense</i>	DM, M, WM, W	8	1,230,000	28.2
Native Grasses			Lbs./Ac.	Seeds/Lb.	Seeds/Ft²/Lb./Ac.
Big Bluestem*	<i>Andropogon gerardii</i>	D, DM, M, WM	11	165,000	3.8
Canada Wild Rye	<i>Elymus canadensis</i>	DM, M, WM	12	83,200	1.9
Fowl Managrass*	<i>Glyceria striata</i>	WM, W	0.5	2,560,000	58.7
Indian Grass*	<i>Sorghastrum nutans</i>	D, DM, M, WM, W	10	192,000	4.4
Little Bluestem	<i>Schizachyrium scoparium</i>	D, DM, M	8	240,000	5.5
Prairie Cordgrass	<i>Spartina pectinata</i>	M, WM, W	8	105,600	2.4
Prairie Dropseed	<i>Sporobolus heterolepis</i>	D, DM, M	3	256,000	5.9
Prairie June Grass	<i>Koeleria macrantha</i>	D, DM, M	0.5	2,308,672	53
Sideoats Grama	<i>Bouteloua curtipendula</i>	D, DM, M	8	127,000	2.9
Switchgrass*	<i>Panicum virgatum</i>	D, DM, M, WM, W	7	389,000	8.9
Virginia Wild Rye	<i>Elymus virginicus</i>	M, WM, W	17	67,200	1.5
Legumes			Lbs./Ac.	Seeds/Lb.	Seeds/Ft²/Lb./Ac.
Alfalfa	<i>Medicago sativa</i>	D, DM, M	12	219,000	5.0
Alsike Clover	<i>Trifolium hybridum</i>	M, WM, W	3	680,000	15.6
Birdsfoot Trefoil	<i>Lotus corniculatus</i>	DM, M, WM, W	7	375,000	8.6
Red Clover	<i>Trifolium pratense</i>	DM, M, WM	10	275,000	6.3
White Ladino Clover	<i>Trifolium repens</i>	DM, M, WM	3	871,650	20
Rush			Oz./Ac.	Seeds/Oz.	Seeds/Ft²/Oz./Ac.
Wool Grass	<i>Scirpus cyperinus</i>	W	1.5	1,700,000	39

*Species with an asterisk can be seeded individually at the recommended pure stand rates based on Pure Live Seeds (PLS). Planned introduced single specie grass plantings require prior approval from the State Agronomist or State Biologist (V.E.4.)

Seeds per square foot for a particular specie can be calculated by multiplying the number of seeds per pound of specie by the rate of the specie in pound(s) per acre divided by 43,560 square feet.

Species not listed in the above table can be used when developing custom mixtures.

Table 2
Sample Seed Mix for Basic Dry Mesic Prairie
 (Seed Calculator Code 327-2*)

Common Name	Scientific Name	PLS Oz/Ac	Seeds/Square Foot
Purple Prairie Clover	<i>Dalea purpurea</i>	2.00	0.9
Bergamot	<i>Monarda fistulosa</i>	1.00	1.8
Yellow Cone Flower	<i>Ratibida pinnata</i>	1.00	0.6
Big Bluestem	<i>Andropogon gerardii</i>	8.00	1.9
Little Bluestem	<i>Schizachyrium scoparium</i>	24.00	8.3
Indian Grass	<i>Sorghastrum nutans</i>	16.00	4.4
Switchgrass	<i>Panicum virgatum</i>	8.00	4.5
Sideoats Grama	<i>Bouteloua curtipendula</i>	16.00	2.9

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 3
Sample Seed Mix for Basic Mesic Prairie
 (Seed Calculator Code 327-3*)

Common Name	Scientific Name	PLS Oz/Ac	Seeds/Square Foot
Yellow Cone Flower	<i>Ratibida pinnata</i>	1.00	0.6
Black-Eyed Susan	<i>Rudbeckia hirta</i>	1.00	2.2
Bergamot	<i>Monarda fistulosa</i>	1.00	1.8
Big Bluestem	<i>Andropogon gerardii</i>	16.00	3.8
Switchgrass	<i>Panicum virgatum</i>	8.00	4.5
Little Bluestem	<i>Schizachyrium scoparium</i>	20.00	6.9
Indian Grass	<i>Sorghastrum nutans</i>	16.00	4.4
Canada Wild Rye	<i>Elymus canadensis</i>	16.00	1.9

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 4
Sample Seed Mix for Basic Wet Mesic Prairie
 (Seed Calculator Code 327-4*)

Common Name	Scientific Name	PLS Oz/Ac	Seeds/Square Foot
Bergamot	<i>Monarda fistulosa</i>	1.00	1.8
Yellow Cone Flower	<i>Ratibida pinnata</i>	1.00	0.6
New England Aster	<i>Symphyotrichum novae-angliae</i>	1.00	1.6
Switchgrass	<i>Panicum virgatum</i>	16.00	8.9
Prairie Cordgrass	<i>Spartina pectinata</i>	8.00	1.2
Big Bluestem	<i>Andropogon gerardii</i>	24.00	5.8
Virginia Wild Rye	<i>Elymus virginicus</i>	16.00	1.5
Indian Grass	<i>Sorghastrum nutans</i>	16.00	4.4

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 5
Sample Seed Mix for Dry Mesic Prairie Restoration
 (Seed Calculator Code 327-7*)

Common Name	Scientific Name	PLS Oz/Ac	Seeds/Square Foot
Prairie Cinquefoil	<i>Potentilla arguta</i>	0.25	1.1
Leadplant	<i>Amorpha canescens</i>	1.00	0.4
Silky Aster	<i>Symphyotrichum sericeum</i>	1.00	1.3
Purple Prairie Clover	<i>Dalea purpurea</i>	3.00	1.4
Rough Blazing Star	<i>Liatris aspera</i>	0.50	0.2
Roundheaded Bushclover	<i>Lespedeza capitata</i>	3.00	0.8
Bergamot	<i>Monarda fistulosa</i>	1.00	1.8
Yellow Cone Flower	<i>Ratibida pinnata</i>	1.00	0.6
Stiff Goldenrod	<i>Oligoneuron rigidum</i>	1.00	1.1
Spiderwort	<i>Tradescantia ohiensis</i>	1.00	0.2
Little Bluestem	<i>Schizachyrium scoparium</i>	24.00	8.3
Indian Grass	<i>Sorghastrum nutans</i>	8.00	2.2
Prairie June Grass	<i>Koeleria macrantha</i>	2.00	6.6
Prairie Dropseed	<i>Sporobolus heterolepis</i>	2.00	0.7
Switchgrass	<i>Panicum virgatum</i>	4.00	2.2
Sideoats Grama	<i>Bouteloua curtipendula</i>	24.00	4.4

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 6
Sample Seed Mix for Mesic Native Prairie Restoration
 (Seed Calculator Code 327-8*)

Common Name	Scientific Name	PLS Oz/Ac	Seeds/Square Foot
Yellow Cone Flower	<i>Ratibida pinnata</i>	0.50	0.3
Black-Eyed Susan	<i>Rudbeckia hirta</i>	0.50	1.1
Sky Blue Aster	<i>Symphyotrichum oolentangiense</i>	0.50	0.9
Ox-Eye Sunflower	<i>Heliopsis helianthoides</i>	1.00	0.1
Bergamot	<i>Monarda fistulosa</i>	0.50	0.9
Culvers Root	<i>Veronicastrum virginicum</i>	0.25	4.3
Purple Prairie Clover	<i>Dalea purpurea</i>	1.00	0.5
Rosinweed	<i>Silphium integrifolium</i>	1.00	0.1
Prairie Blazing Star	<i>Liatris pycnostachya</i>	1.00	0.3
New England Aster	<i>Symphyotrichum novae-angliae</i>	0.50	0.8
Big Bluestem	<i>Andropogon gerardii</i>	16.00	3.8
Switchgrass	<i>Panicum virgatum</i>	8.00	4.5
Little Bluestem	<i>Schizachyrium scoparium</i>	24.00	8.3
Canada Wild Rye	<i>Elymus canadensis</i>	8.00	1.0
Indian Grass	<i>Sorghastrum nutans</i>	16.00	4.4

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 7
Sample Seed Mix for Wet Mesic Prairie Restoration
 (Seed Calculator Code 327-9*)

Common Name	Scientific Name	PLS Oz/Ac	Seeds/Square Foot
Black-Eyed Susan	Rudbeckia hirta	1.00	2.2
Bergamot	Monarda fistulosa	1.00	1.8
Yellow Cone Flower	Ratibida pinnata	1.00	0.6
Prairie Blazing Star	Liatris pycnostachya	1.00	0.4
Common Ironweed	Vernonia fasciculata	1.00	0.5
Cupplant	Silphium perfoliatum	4.00	0.1
Golden Alexanders	Zizia aurea	1.00	0.3
Great St. John's Wort	Hypericum ascyron	0.25	1.1
White Wild Indigo	Baptisia alba	1.50	0.1
New England Aster	Symphotrichum novae-angliae	1.00	1.6
Switchgrass	Panicum virgatum	16.00	8.9
Prairie Cordgrass	Spartina pectinata	4.00	0.6
Big Bluestem	Andropogon gerardii	20.00	4.8
Canada Wild Rye	Elymus canadensis	16.00	1.9
Indian Grass	Sorghastrum nutans	12.00	3.4

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 8
Sample Seed Mix for Native Pollinator Seeding for Dry Mesic Sites
 (Seed Calculator Code 327-12*)

Common Name	Scientific Name	PLS Oz/Ac	Seeds/Square Foot
Little Bluestem	Schizachyrium scoparium	16	5.5
Sideoats Grama	Bouteloua curtipendula	16	2.9
Illinois Tick Trefoil	Desmodium illinoense	5	0.5
Spiderwort	Tradescantia ohiensis	5	0.9
Purple Prairie Clover	Dalea purpurea	6	2.7
Yellow Coneflower	Ratibida pinnata	1	0.6
Prairie Blazing Star	Liatris pycnostachya	3	0.8
Rattlesnake Master	Eryngium yuccifolium	6	1.1
Showy Goldenrod	Solidago speciosa	4	8.7
Stiff Goldenrod	Oligoneuron rigidum	3	3.2
Smooth Blue Aster	Symphotrichum laeve	2	2.2
Prairie Cinquefoil	Potentilla arguta	2	9.2

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 9
Sample Seed Mix for Native Pollinator Seeding for Mesic Sites
 (Seed Calculator Code 327-13*)

Common Name	Scientific Name	PLS Oz/Ac	Seeds/Square Foot
Little Bluestem	Schizachyrium scoparium	16	5.5
Sideoats Grama	Bouteloua curtipendula	16	2.9
Foxglove Beardtongue	Penstemon digitalis	4	10.6
Spiderwort	Tradescantia ohiensis	6	1.1
Golden Alexanders	Zizia aurea	6	1.5
Yellow Coneflower	Ratibida pinnata	1	0.6
Purple Prairie Clover	Dalea purpurea	6	2.7
Prairie Blazing Star	Liatris pycnostachya	4	1.1
Rattlesnake Master	Eryngium yuccifolium	6	1.1
New England Aster	Symphyotrichum novae-angliae	3	4.8
Stiff Goldenrod	Oligoneuron rigidum	3	3.2
Smooth Blue Aster	Symphyotrichum laeve	3	3.3

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 10
Sample Seed Mix for Native Pollinator Seeding for Wet Mesic Sites
 (Seed Calculator Code 327-14*)

Common Name	Scientific Name	PLS Oz/Ac	Seeds/Square Foot
Big Bluestem	Andropogon gerardii	16	3.8
Indiangrass	Sorghastrum nutans	16	4.4
Foxglove Beardtongue	Penstemon digitalis	4	10.6
Spiderwort	Tradescantia ohiensis	6	1.1
Golden Alexanders	Zizia aurea	5	1.3
Yellow Coneflower	Ratibida pinnata	1	0.6
Prairie Blazing Star	Liatris pycnostachya	3	0.8
Rattlesnake Master	Eryngium yuccifolium	6	1.1
New England Aster	Symphyotrichum novae-angliae	3	4.8
Blue Vervain	Verbena hastata	4	8.5
Common Ironweed	Vernonia fasciculata	3	1.4
Cupplant	Silphium perfoliatum	3	0.1

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 11
Solid Native Grass Plantings

Seed Calculator Code	Common Name	Scientific Name	Pounds PLS per Acre	Seeds per Square Foot	Moisture Regime
327-15A	Switchgrass	Panicum virgatum	7.0	63	DM-WM
327-15B	Big Bluestem	Andropogon gerardii	11.0	42	
327-15C	Indiangrass	Sorghastrum nutans	10.0	44	

Table 12
Wildlife Habitat Mixes

Seed Calculator Code *	Mixtures	Pounds PLS per Acre	Seeds per Square Foot	Moisture Regime
327-16A	Timothy	2.5	71	DM, M
	Smooth Bromegrass	3.0	9	
	Alfalfa	6.0	30	
327-16B	Timothy	2.0	56	M, WM, W
	Orchardgrass	2.0	30	
	Red Clover	5.0	32	
327-16C	Timothy	2.0	56	DM, M
	Orchardgrass	2.0	30	
	Alfalfa	6.0	30	
327-16D	Timothy	2.5	71	M, WM
	Smooth Bromegrass	3.0	9	
	Red Clover	5.0	32	
327-16E	Timothy	2.0	56	M, WM
	Smooth Bromegrass	2.0	6	
	Orchardgrass	1.0	15	
	Red Clover	5.0	32	
	White Ladino Clover	0.5	10	
324-16F	Timothy	2.0	56	M, WM
	Orchardgrass	2.0	30	
	Red Clover	5.0	32	
	White Ladino Clover	0.5	10	
327-16G	Timothy	2.0	56	DM, M, WM
	Orchardgrass	2.0	30	
	Birdsfoot Trefoil	4.0	34	
327-16H	Tall Fescue	3.0	16	M, WM
	Red Clover	4.0	25	
	White Ladino Clover	1.0	20	
	Timothy	2.0	56	

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Table 13
Introduced Pollinator Habitat Mixes

Seed Calculator Code *	Mixtures	Pounds PLS per Acre	Seeds per Square Foot	Moisture Regime
327-17A	Timothy	0.5	14	DM, M
	Orchardgrass	1.0	15	
	Alfalfa	4.0	20	
	White Ladino Clover	1.5	30	
327-17B	Tall Fescue	3.0	16	WM, W
	Perennial Ryegrass	3.0	16	
	Red Clover	4.0	25	
	Alsike Clover	1.5	23	

*These codes represent the mixtures used in the Wisconsin Seed Calculator.

Figure 1

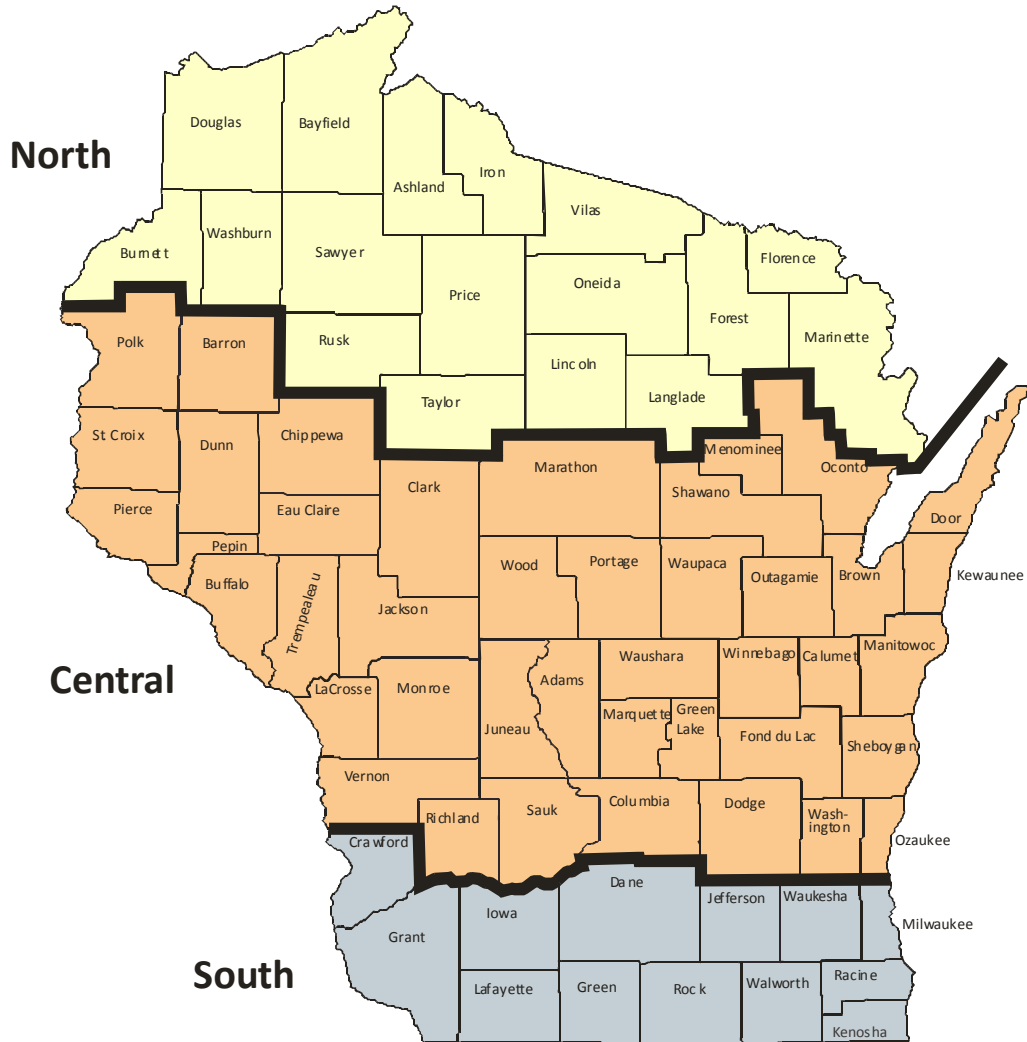


Table 14
Seeding Date/Ranges for Native Mixtures and Companion Crops

Zone	Spring Seeding	Fall Dormant Seeding
North	Thaw - 7/15	10/8 - Freeze Up
Central	Thaw - 6/30	10/15 - Freeze Up
South	Thaw - 6/30	10/20 - Freeze Up

Table 15
Seeding Date/Ranges for Introduced Grasses and Legumes and Companion Crops

Planting Zone	Spring	Late Summer	Dormant
North	5/1 - 6/15	7/15 - 8/10	11/1 - Freeze up
Central	4/15 - 6/1	8/1 - 8/21	11/1 - Freeze up
South	4/1 - 5/15	8/7 - 8/29	11/1 - Freeze up

Refer to Section V.A.2. for frost seeding recommendations.

Attachment 6: Sample Purchases of Services Agreement, Revised 5/21/18

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: _____
Agreement No. _____
Expiration Date: _____
Authority: Res. _____, 2017-2018
Department: _____
Maximum Cost: _____
Registered Agent: _____
Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and _____ (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is _____,
desires to purchase services from PROVIDER for the purpose of _____
_____ ; and

WHEREAS PROVIDER, whose address is _____,
is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VII. INSURANCE.

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- VIII. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- IX. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in

any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

X. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XI. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XII. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: _____

Date Signed: _____

* * *

FOR COUNTY:

Date Signed: _____

JOSEPH T. PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

rev. 01/18

SCHEDULE A

- I. Pursuant paragraph #1 of the attached AGREEMENT, the PROVIDER shall provide the following services:
 - a. Scope of services are outlined in RFP 317055 issued on May 1, 2018,
 - b. Subsequent addenda dated [Date], 2018, and [Date], 2018, and
 - c. PROVIDER's proposal dated [Date], 2018.

- II. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

SAMPLE

SCHEDULE B

- I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:
 - a. Hourly fee of \$[] for CQA representative for an estimated total cost of \$[],
 - b. Fixed fee of \$[]/acre for native prairie grass mixture **at the landfill**, for an estimated total cost of \$[],
 - c. Fixed fee of \$[]/acre for [Additional Seed Mixture No. 1, No. 2, etc.] **at the clay borrow site**, for an estimated total cost of \$[],
 - d. Fixed fee of \$[] for Phase 1 of the Scope of Work (not including seed mixture pricing and CQA Work),
 - e. Fixed fee of \$[] for Phase 2 of the Scope of Work (not including seed mixture pricing and CQA Work), and
 - f. Fixed fee of \$[] for Phase 3 of the Scope of Work (not including seed mixture pricing and CQA Work).
- II. If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 days.
- III. PROVIDER whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.
 - a. Payments to the PROVIDER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the PROVIDER. COUNTY will notify the PROVIDER in writing of the alleged, specific damages and amounts involved, on a timely basis.

Attachment 7: Figure 6 – Clay Borrow Site Existing Conditions



RFP 317055
Native Prairie Restoration & Maintenance
Easy Street Site - Town of Westport

FIGURE 6

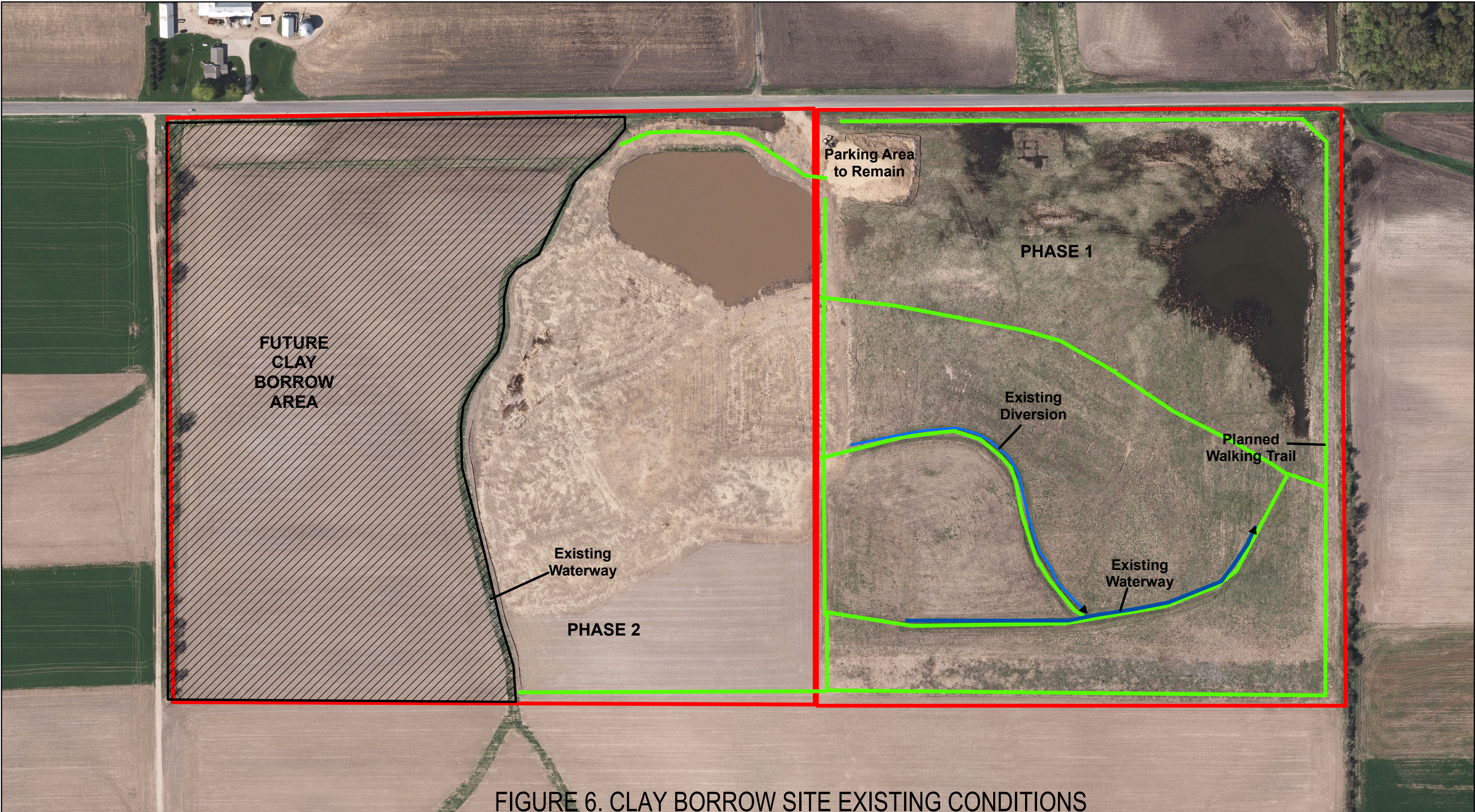


FIGURE 6. CLAY BORROW SITE EXISTING CONDITIONS