

Contract Routing Form

ROUTING: Routine

printed on: 05/04/2018

Contract between: Parisi Construction Co., Inc.
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Calypso Road, Fremont Avenue and Hillcrest Drive Resurfacing
 with Utilities Assessment District - 2018

Contract No.: 8111
 Enactment No.: RES-18-00333
 Dollar Amount: 1,949,949.10

File No.: 51210
 Enactment Date:

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-8-2018	5-8-2018
Director of Civil Rights	5.8.18	5-9-18 FMS
Risk Manager	5/11/18	5/11/18 RN
Finance Director	05-11-2018	5/14/18 MCR
City Attorney	5-16-18	5-18-18
Mayor	05.18.18	05.18.18
Finance for Scanning		MCR 5/10/18

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

Original + 2 Copies

05/04/2018 09:27:49 enjls - Steve Sonntag, 267-1997

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 1,949,949.10
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Legislation Details (With Text)

File #: 51210 **Version:** 1 **Name:** Awarding Public Works Contract No. 8111, Calypso Road, Fremont Avenue and Hillcrest Drive Resurfacing with Utilities Assessment District - 2018.

Type: Resolution **Status:** Passed

File created: 4/12/2018 **In control:** BOARD OF PUBLIC WORKS

On agenda: 5/1/2018 **Final action:** 5/1/2018

Enactment date: 5/7/2018 **Enactment #:** RES-18-00333

Title: Awarding Public Works Contract No. 8111, Calypso Road, Fremont Avenue and Hillcrest Drive Resurfacing with Utilities Assessment District - 2018.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8111 .pdf

Date	Ver.	Action By	Action	Result
5/1/2018	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/18/2018	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
4/12/2018	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Calypso Road, Fremont Avenue and Hillcrest Drive pavement resurfacing project at total cost of \$2,008,460. In the adopted 2018 capital budget, Engineering Major Streets has budgeted \$15.5 million within the Pavement Management capital program for the resurfacing of streets throughout the City. Project funding is provided by GO Borrowing, Special Assessments, and associated utility funding broken out as follows:

Major Streets - \$182,630
 Stormwater Utility - \$495,340
 Sewer Utility - \$155,899
 Water Utility - \$416,130

Awarding Public Works Contract No. 8111, Calypso Road, Fremont Avenue and Hillcrest Drive Resurfacing with Utilities Assessment District - 2018.

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

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

SON

See attached document (Contract No. 8111) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 8111
 CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING WITH UTILITIES ASSESSMENT
 DISTRICT – 2018.

PARISI CONSTRUCTION CO., INC.

\$1,949,949.10

Acct. No. 11654-402-170:54410 (91396)	\$167,444.60
Contingency 3%±	<u>5,025.40</u>
Sub-Total	\$172,470.00
Acct. No. 11654-83-170:54410 (91396)	\$129,262.76
Contingency 3%±	<u>3,877.24</u>
Sub-Total	\$133,140.00
Acct. No. 11654-84-170:54410 (91396)	\$129,262.75
Contingency 3%±	<u>3,877.25</u>
Sub-Total	\$133,140.00
Acct. No. 11654-402-174:54445 (91345)	\$9,864.00
Contingency 3%±	<u>296.00</u>
Sub-Total	\$10,160.00
Acct. No. 11654-84-174:54445 (91345)	\$351,647.75
Contingency 3%±	<u>10,552.25</u>
Sub-Total	\$362,200.00
Acct. No. 11654-83-173:54445 (91345)	\$758,461.07
Contingency 3%±	<u>22,758.93</u>
Sub-Total	\$781,220.00
Acct. No. 11654-86-179:54445 (91360)	\$404,006.17
Contingency 3%±	<u>12,123.83</u>
Sub-Total	\$416,130.00
 GRAND TOTAL	 <u>\$2,008,460.00</u>

Jurisdiction: Wisconsin

Demographics

Company Name: Travelers Casualty and Surety Company of America
Short Name:
SBS Company Number: 54218780
NAIC CoCode: 31194
FEIN: 06-0907370
Domicile Type: Foreign
State of Domicile: Connecticut
Country of Domicile: United States
NAIC Group Number: 3548 - Travelers Grp
Organization Type: Stock
Date of Incorporation: 07/18/1974
Merger Flag: Yes

Address

Business Address
 One Tower Sq
 Hartford, CT 06183
 United States
Mailing Address
 ONE TOWER SQUARE
 HARTFORD, CT 06183
 United States
Statutory Home Office Address
 One Tower Sq
 Hartford, CT 06183
 United States
Main Administrative Office Address
 One Tower Sq
 Hartford, CT 06183
 United States

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(860) 277-0111
Mailing Primary Phone	(860) 277-0111
Mailing Fax Phone	(860) 277-7002
Statutory Home Office Primary Phone	(860) 277-0111
Main Admin Office Primary Phone	(860) 277-0111

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 09/10/1975
Effective Date: 07/01/1997
Legacy State ID: 110846
Issue Date: 09/10/1975
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

vig

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
JOSEPH VIGNA	257951	257951	Intermediary (Agent) Individual	Casualty	10/25/1990	03/01/2018	03/15/2019

Line Of Business

Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Workers Compensation Insurance	Workers Compensation Insurance	06/29/1990
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI 53717 United States

Company Merger

Filter

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54221052	22535	Seaboard Surety Company	Property and Casualty	N	N	01/02/2009	

Companies Absorbed

Name Change History

No results found.

\$1,949,949.10
FILE

BID OF PARISI CONSTRUCTION CO., INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING
WITH UTILITIES ASSESSMENT DISTRICT - 2018**

CONTRACT NO. 8111

PROJECT NO. 11654

IN

MADISON, DANE COUNTY, WISCONSIN

**AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 1, 2018**

**CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713**

<https://bidexpress.com/login>

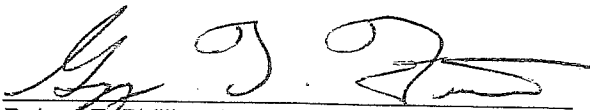
**CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING
WITH UTILITIES ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8111**

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This Proposal, and Agreement have
been prepared by:

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


FOR Robert F. Phillips, P.E., City Engineer

RFP: sms

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:	CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8111
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MARCH 30, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 29, 2018
BID SUBMISSION (2:00 P.M.)	APRIL 5, 2018
BID OPEN (2:30 P.M.)	APRIL 5, 2018
PUBLISHED IN WSJ	MARCH 22 & MARCH 29, 2018

SBE PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

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.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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/dcr/aaTBDir.cfm. 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

CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8111

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 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, replacing sanitary and storm sewer, water main, removing and replacing concrete curb and gutter, sidewalk and drive aprons, excavation cut, crushed aggregate base course, and asphalt pavement as noted in the specifications and on the plans.

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

Calypso Road and Fremont Avenue – Trailsway to 1000 feet south of Trailsway

Work shall include replacing the sanitary sewer, water main and new storm sewer. Curb & gutter, drive aprons and sidewalks shall be replaced where necessary to facilitate the storm sewer, water main and sanitary sewer or are in poor condition. Both Calypso Road and Fremont Avenue will be pulverized and shaped. The streets will be paved with 1.75" Bituminous lower layer, 4 LT 58-28S and 1.75" Bituminous upper layer, 4 LT 58-28S.

Hillcrest Drive – Glenway Street to Speedway Road

Work shall include spot replacing the sanitary sewer and storm sewer. Curb & gutter, drive aprons and sidewalks shall be replaced where necessary to facilitate the storm sewer and sanitary sewer or are in poor condition. Hillcrest Drive will be pulverized and shaped. The street will be paved with 1.75" Bituminous lower layer, 4 LT 58-28S and 1.75" Bituminous upper layer, 4 LT 58-28S.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It was anticipated that 100 SF of sidewalk removal

and replacement would be required for each of the sanitary lateral replacements. It is also anticipated that there will be 20' of curb & gutter replaced for each lateral that is replaced with this project.

SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The following addresses have requested accommodations for special needs or disabilities. **Access shall be maintained to these residences at all times:**

**3734 Hillcrest Drive
3730 Hillcrest Drive**

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area. All private storm sewer discharges shall be maintained for all properties in the project area.

Work in this contract may require utility relocations to install the new sanitary, water main and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. As part of the rock excavation, Madison Gas & Electric will relocate gas services, as needed.

Madison Gas & Electric (Gas)
Roger Ahles, P.E.; office (608) 252-5682

AT&T
Carol Anason; office (608) 252-2385, cell (920) 475-2799

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to businesses and commercial driveways shall be maintained at all times. The Contractor shall coordinate with parking lot property owners to maintain access and notify residents of access routes.

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

Engineer shall have the final decision on schedule of all work.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

Care shall be taken not to disturb property irons, sod areas and retaining walls on private property. Sidewalk forms, form pins and other items incidental to the work, shall at no time, be placed on private property.

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

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 also 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.

Hillcrest Drive, Calypso Road and Fremont Avenue may be closed to through traffic while the streets are under construction.

Maintain local and emergency vehicle access at all times.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, (1) working day prior to placement of the plates.

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".

The Contractor shall maintain sidewalk on at least one side of the street at all times.

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 267-8725, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or

replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor may begin work on or before **May 29, 2018**. The time of completion shall be **October 15, 2018**. Once work begins on Hillcrest Drive, the Contractor shall have **FORTY-FIVE (45) CALENDAR DAYS** to complete the work. Once work begins on Fremont Avenue and Calypso Road, the Contractor shall have **SEVENTY-FIVE (75) CALENDAR DAYS** each to complete the work.

The Contractor shall note that this project includes an expedited schedule and that the Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-4089). The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2018 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued by both the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The Contractor shall have forty eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty four (24) hour period that passes after the initial forty eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

BID ITEM 30201 – TYPE 'A' CONCRETE CURB AND GUTTER

It is Contractors responsibility to determine what method of type 'A' concrete curb and gutter installation is used in this contract. All work done near any tree located in the terrace shall be completed in accordance with section 107.13 Tree Protection Specification. Payment for type "A" concrete curb and gutter is full compensation for furnishing any materials necessary, and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

BID ITEM 40382 REMOVE & REPLACE CONCRETE CURB & GUTTER

Removal and replacement of concrete curb and gutter as it relates to water main installation shall only be compensated for work related to the following items:

- Installation of new fire hydrants.
- Replacement of existing water services.
- Cut-in connections, if the center of the existing water main is less than five feet from the edge of the existing curb.

Any other sections of curb that may require replacement as a result of damage during water main installation activities will not be compensated under this contract

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or kfrank@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 1332 feet of new 8" PVC SDR-35/SDR-26, 360 feet of new 24" PVC PS-115, and 763 feet of new sanitary lateral SDR-35/SDR-26, in order to reconnect 28 sanitary laterals.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2018 ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, Contractors are required to use a sonde device to confirm that the laterals are not active.

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 1739 feet of new storm sewer of various sizes ranging from 12" to 18" and equivalent.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor for his or her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the Contractor's responsibility and shall not be compensated.

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's are completed and approval of the design engineer has been received.

BID ITEM 50227 - UTILITY TRENCH PATCH TYPE IV

Apply a Type IV trench patch in all resurfacing areas of the project for work relating to underground utility excavation.

BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26)

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULO's) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (100 sf) removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50356 – RECONNECT SANITARY SEWER LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconstructions. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2018 Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. However, the Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of water main improvements on Calypso Road and Fremont Avenue, from approximately the middle of their respective blocks to their intersections at Trailsway. This area currently consists of 6-inch cast-iron pipe from the 1950's and 1960's. A general outline of the work is as follows:

- Furnish and install new 8-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing cast-iron water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes on abandoned water main and on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

View the site prior to bidding and become familiar with existing conditions and utilities.

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2018 Edition*.

BID ITEM 90030 – 3'X6' STORM SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcutting and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "3X6 SAS" on storm sewer schedule.

The structure shall be constructed on a 12" bed of compacted crushed stone.

This item shall be constructed in accordance with Part III and V of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

3'x6' STORM SAS shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of storm sewer access structures.

BASIS OF PAYMENT

3'x6' STORM SAS shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description

BID ITEM 90070 - HEAVY WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include heavy wastewater control (bypass pumping of the sewer being replaced). Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

We are anticipating 3000 gpm bypass being required for the sewer main on Fremont Ave. based upon the operating levels of the sewer main according to the CCTV. The Contractor may use the Fremont Lift Station wet well for the bypass. City of Madison Engineering Operations will provide access to the lift station during construction. Contractor shall notify Jay Schlimgen, of C.O.M. Operations at JSchlimgen@cityofmadison.com or 608-266-4087, and Eric Dundee, of MMSD at ericd@madsewer.org, 48 Hours in advance of needing access to the pumping station so that Jay can arrange to provide the Contractor access to the Fremont Pump Station.

We anticipate conventional wastewater control, 150 gpm, for Hillcrest Drive and Calypso Road.

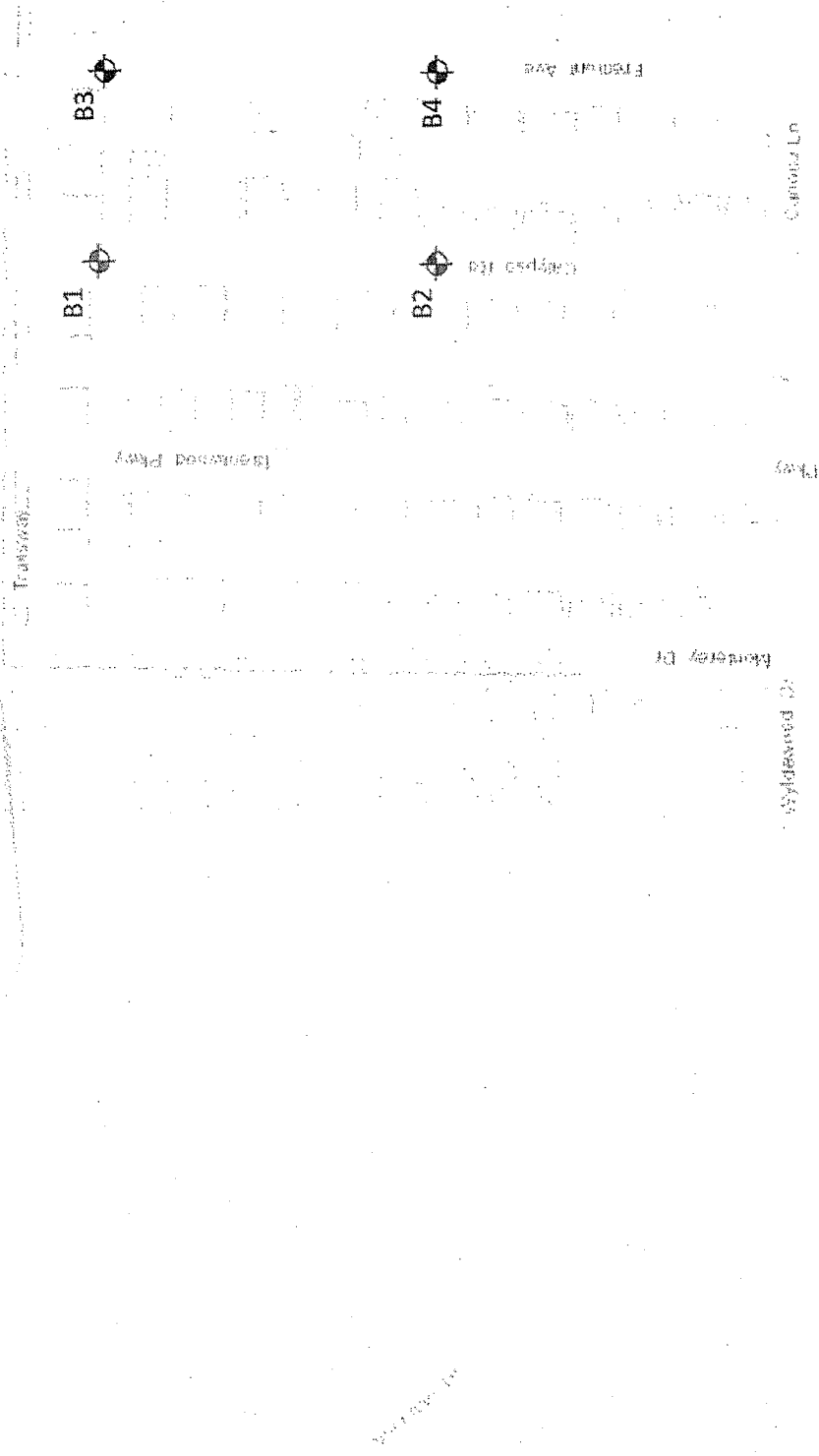
METHOD OF MEASUREMENT

Heavy Wastewater Control shall be measured by the Lump Sum acceptably completed.


BASIS OF PAYMENT

Heavy Wastewater Control measured as described, which will be paid at the contract unit price, which shall be full compensation for all materials, labor, equipment, and incidentals necessary to acceptably complete the work as set forth in the description.

Warner Lagoons



Legend

 Denotes Boring Location

Notes

1. Soil borings performed by Badger State Drilling in December 2017
2. Boring locations are approximate.

Scale: Reduced

Date:	1/2018
Job No.	CI7051-48



Soil Boring Location Plan
 Calypso Road and Freeman Avenue
 Madison, WI



LOG OF TEST BORING

Project Calypso Rd. and Freemont Ave.
Calypso: 105'S of Trailway, 10'E of CL
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 853±
 Job No. C17051-48
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					5.5 in. Asphalt Pavement/12 in. Base Course					
1	10	M	11		FILL: Medium Dense, Brown Sand with Trace to Little Silt and Gravel					
2	12	M	10		Stiff to Medium Stiff, Gray Lean CLAY (CL)	(1.75)				
3	14	M	5		Occasional Sand Partings Beginning Near 7 ft	(.75)				
4	12	W	6		Becoming Soft to Very Soft and Sandy Near 9 ft	(0.1-0.4)				
5	18	W	22		Medium Dense, Brown Fine to Coarse SAND, Little to Some Silt and Gravel (SP-SM/SM)					
6	16	W	26		End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					End Boring at 15 ft					
					(N 43° 07.550', W 089° 21.957')					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 10.0' Upon Completion of Drilling 9.0'
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 12/22/17 End 12/22/17
 Driller BSD Chief MC Rig CME-55
 Logger DD Editor ESF
 Drill Method 2.25 HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Calypso Rd. and Freemont Ave.
 Location Calypso: 700'S of Trailsway, 10'E of CL
Madison, WI

Boring No. 2
 Surface Elevation (ft) 857±
 Job No. C17051-48
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qs) (tsf)	W	LL	PL	LI
					5.5 in. Asphalt Pavement/12 in. Base Course					
1	10	M	13		FILL: Very Stiff, Dark Brown to Black Clay with Sand (Possible Buried Topsoil)	(3.0)				
2	12	M	10		Very Stiff, Gray Lean CLAY, Little to Some Sand (CL)	(2.5)				
3	16	M/W	23		Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	14	M/W	21							
5	14	M/W	11							
6	18	W	6		Becoming Loose Near 13 ft					
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch (N 43° 07.451', W 089° 21.963')					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 13.5' Upon Completion of Drilling 12.5'
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 12/22/17 End 12/22/17
 Driller BSD Chief MC Rig CME-55
 Logger DD Editor ESF
 Drill Method 2.25 HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Calypso Rd. and Freemont Ave.
Freemont: 130'S of Trailsway, 8'W of CL
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 857±
 Job No. C17051-48
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (tsf)	w	LL	PL	LI
					4.5 in. Asphalt Pavement/12 in. Base Course					
1	12	M	7		FILL: Loose to Very Loose Gray to Brown Silty Sand with Gravel and Clay to 4.5 ft					
2	14	M/W	2		Soft to Medium Stiff, Brown to Gray Clay with Silty Sand and Gravel to 9 ft	(0.4)				
3	12	M/W	3			(0.75)				
4	18	W	11		Medium Dense, Brown Varved Sandy SILT to Silty Fine SAND (ML/SM)					
5	18	W	7		Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
6	18	W	8							
End Boring at 15 ft					Borehole backfilled with bentonite chips (N 43° 07.545', W 089° 21.890')					
Borehole backfilled with bentonite chips										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> 9.0' Upon Completion of Drilling <u>8.5'</u> Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>12/22/17</u> End <u>12/22/17</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25 HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Calypso Rd. and Freemont Ave.
Freemont: 700'S of Trailsway, 8'W of CL
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) 858±
 Job No. C17051-48
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH RECORDED (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					X	4 in. Asphalt Pavement/10 in. Base Course				
1	4	M	11		□	FILL: Light Brown Crushed Aggregate				
					▨	Stiff, Gray to Brown Mottled Lean CLAY, Some Sand (CL)				
2	14	M	8		▨	(1.5)				
					▨	Medium Dense, Brown Varved Sandy SILT to Silty Fine SAND (ML/SM)				
3	16	M/W	17		▨					
					▨	Medium Dense, Brown Fine to Coarse SAND, Little to Some Silt and Gravel (SP-SM/SM)				
4	16	W	26		▨					
					▨	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
5	18	W	5		▨					
6	18	W	13		▨					
End Boring at 15 ft										
Borehole backfilled with bentonite chips and asphalt patch										
(N 43° 07.461', W 089° 21.892')										

WATER LEVEL OBSERVATIONS

While Drilling ∇ 8.5' Upon Completion of Drilling 8'
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 12/22/17 End 12/22/17
 Driller BSD Chief MC Rig CME-55
 Logger DD Editor ESF
 Drill Method 2.25 HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



Department of Public Works
Engineering Division
 Robert F. Phillips, P.E., City Engineer
 City-County Building, Room 115
 210 Martin Luther King, Jr. Boulevard
 Madison, Wisconsin 53703
 Phone: (608) 266-4751
 Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
 Gregory T. Fries, P.E.
 Kathleen M. Cryan
Principal Engineer 2
 Christopher J. Petykowski, P.E.
 John S. Fahmey, P.E.
Principal Engineer 1
 Christina M. Bachmann, P.E.
 Mark D. Moder, P.E.
 Janet Schmidt, P.E.
Facilities & Sustainability
 Jeanne E. Hoffman, Manager
 Bryan Cooper, Principal Architect
Mapping Section Manager
 Eric T. Pederson, P.S.
Financial Manager
 Steven B. Danner-Rivers

March 28, 2018

**NOTICE OF ADDENDUM
 ADDENDUM 1
 CONTRACT NO. 8111
 CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING
 WITH UTILITIES ASSESSMENT DISTRICT - 2018**

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

SPECIAL PROVISIONS:

ADD TO END OF ARTICLE 500, STORM SEWER GENERAL:

All curb not shown on in the plan set or as needed for sanitary sewer lateral replacement, shall be protected throughout the project. Any additional curb replacement that is determined to be necessary to install the proposed storm sewer using the preferred construction method of the Contractor, beyond what is called for in the plan set, shall be included in the price of the proposed storm sewer pipe. If the Contractor determines that a larger storm structure could be used to protect curb not called for replacement, the City shall allow a larger structure to be used and the structure shall be paid under BID ITEM 90030 3'x6' STORM SAS and at the pipe plan length specified in the Storm Sewer Schedule.

PROPOSAL:

Action	Bid Item	Description	Original Quantity	New Quantity
MODIFY	50353	SANITARY SEWER LATERAL	763 LF	1017 LF
MODIFY	50356	RECONNECT SANITARY SEWER LATERAL	28 EA	36 EA
MODIFY	50390	ELECTRONIC MARKER	71 EA	91 EA
MODIFY	50701	4' DIA SAS	5 EA	6 EA
MODIFY	50791	SANITARY SEWER TAP	8 EA	9 EA

PLAN SET:

Remove and replace plan sheet U1, U2, U3, U4, & U7 with attached revised plan sheet U1, U2, U3, U4, & U7.

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

March 29, 2018

Page 2

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

<http://www.bidexpress.com>

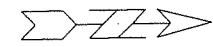
If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,



Robert F. Phillips, P.E., City Engineer

6/1



0809-364-0326-3
DERSCH PROPERTIES LLC
2310 Calypso Rd

0809-364-0327-1
STATZ, DANIEL & ELIZABETH
ATTN MADISON PROP MNGMT
2314 Calypso Rd

0809-364-0328-9
QUANTUM LEAP LLC
2402 Calypso Rd

0809-364-0329-7
ESIDE PROPERTIES LLC
2406 Calypso Rd

0809-364-0330-4
SCHWARTZ, WILLIAM J
& MARJORIE M SCHWARTZ
2410 Calypso Rd

0809-364-0210-8
CLEMENTS, KAMBUI
2309 Calypso Rd

0809-364-0209-1
CARTMILL, RANDI S W
2313 Calypso Rd

0809-364-0208-3
WATTS & SONS CO, J C
2401 Calypso Rd

0809-364-0207-5
WATTS & SONS CO, J C
2405 Calypso Rd

0809-364-0206-7
WATTS & SONS CO, J C
2413 Calypso Rd

CONTRACTOR SHALL REM & REP SIDEWALK & CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 FEET OF CURB PER LATERAL)

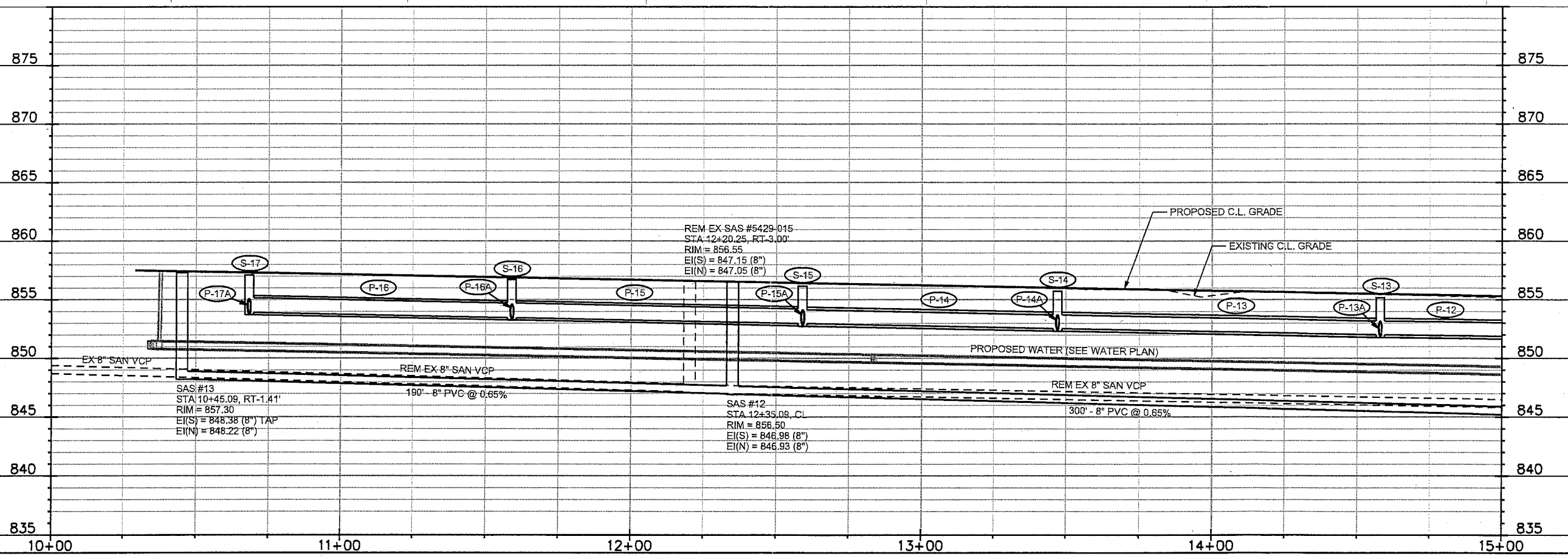
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PLOT SCALE:

PLOT NAME:

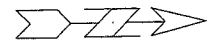
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ORIGINATOR: CITY OF MADISON, STREETS DIVISION

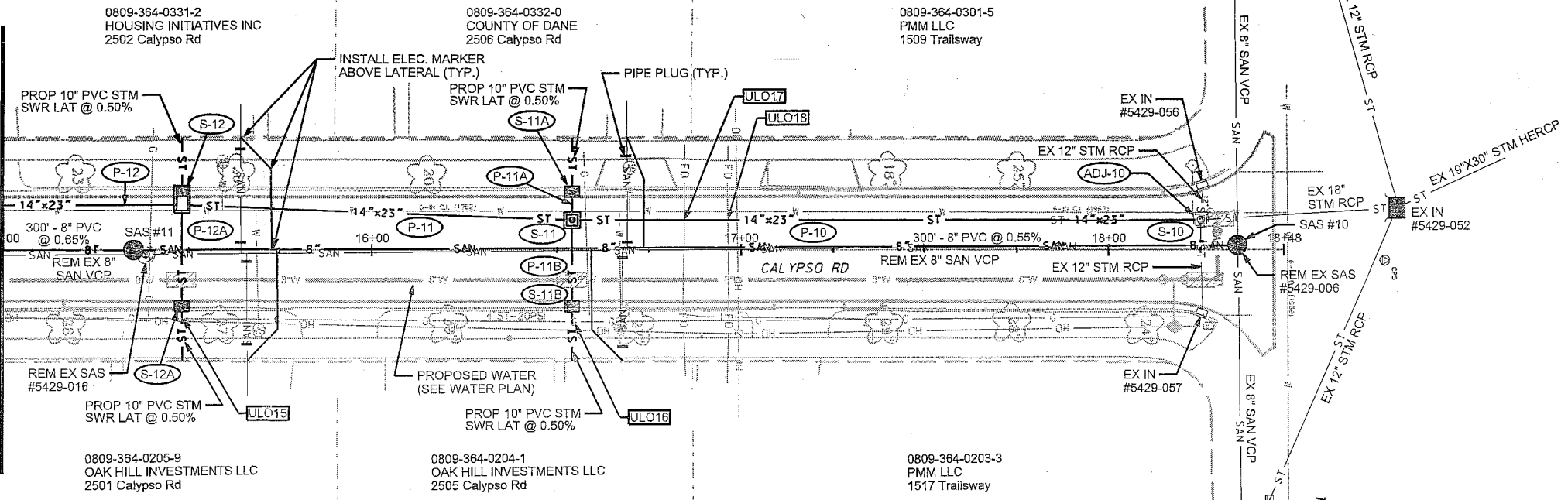


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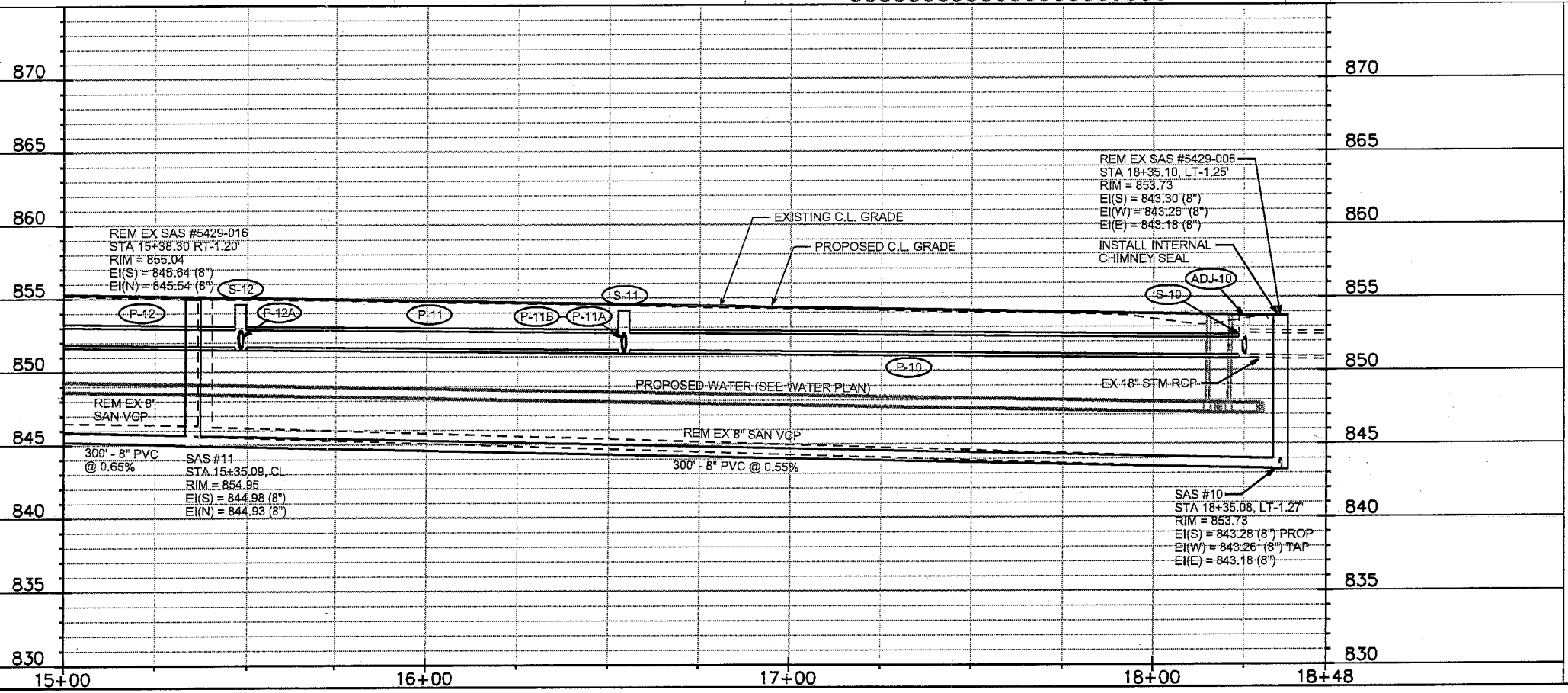
REVISED



MATCHLINE STA 15+00.00



CONTRACTOR SHALL REM & REP SIDEWALK & CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 FEET OF CURB PER LATERAL)



PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

0809-364-0224-9
WATTS, THOMAS M &
ROBT L & RICHARD D WATTS
2406 Fremont Ave

0809-364-0221-5
SARASIN, GREGORY R
CARLA SULLIVAN
2310 Fremont Ave

0809-364-0222-3
FUEL, ELIZABETH M
2314 Fremont Ave

0809-364-0223-1
WATTS, THOMAS M &
ROBT L & RICHARD D WATTS
2402 Fremont Ave

0809-364-0225-7
WATTS & SONS CO, J C
2410 Fremont Ave

0809-364-0226-5
WATTS & SONS CO, J C
2414 Fremont Ave

0809-364-0111-8
BENSON, DAVID & MARIA
2309 Fremont Ave

0809-364-0110-0
MOUCHON, MARC
2313 Fremont Ave

0809-364-0109-3
WATTS, THOMAS M
2401 Fremont Ave

0809-364-0107-7
WATTS & SONS CO, J C
2409 Fremont Ave

0809-364-0106-9
WATTS & SONS CO, J C
2413 Fremont Ave

CITY OF MADISON
FREMONT LIFT
STATION - LS #10

0809-364-0108-5
CITY OF MADISON ENGINEER
SEWER UTILITY 692
2405 Fremont Ave

CONTRACTOR SHALL REM & REP SIDEWALK & CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 FEET OF CURB PER LATERAL)

MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF ASTM D3034 SDR-26

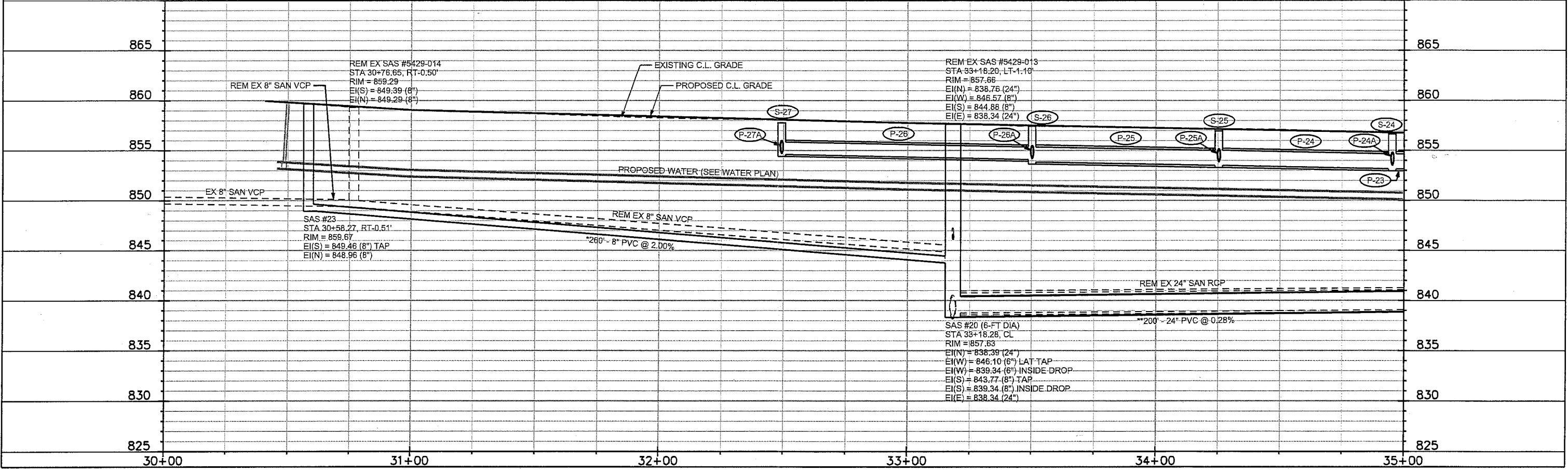
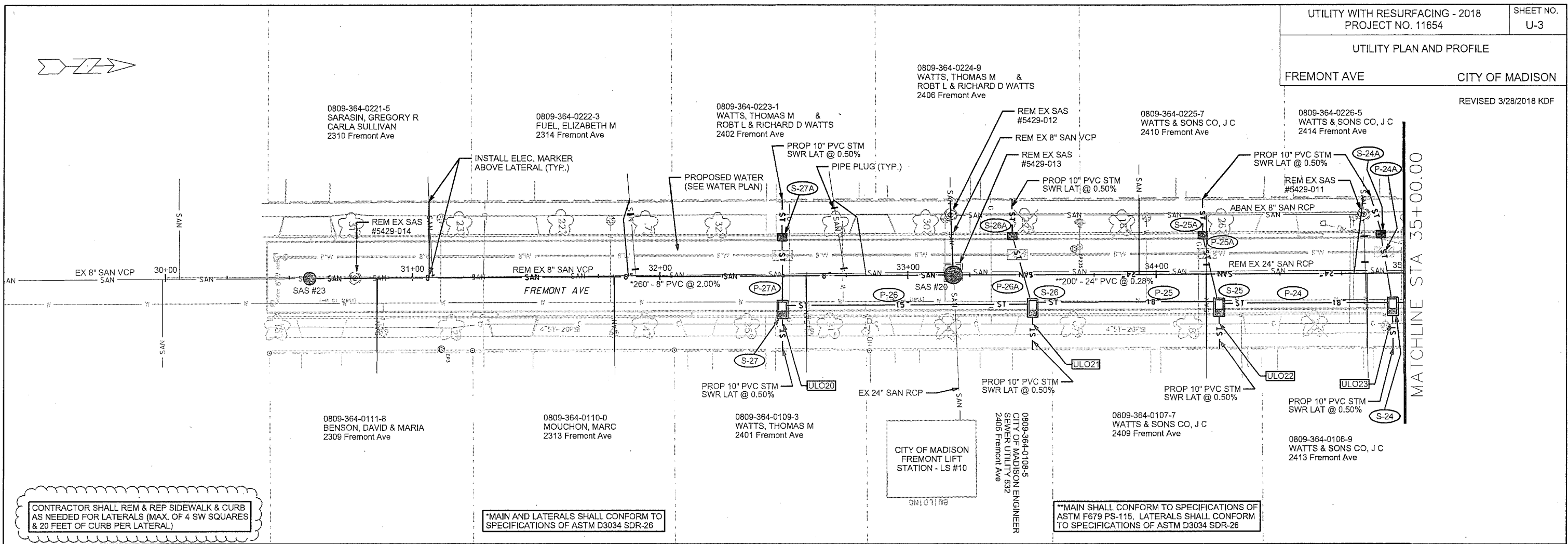
MAIN SHALL CONFORM TO SPECIFICATIONS OF ASTM F679 PS-115. LATERALS SHALL CONFORM TO SPECIFICATIONS OF ASTM D3034 SDR-26

PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, STREET'S DIVISION



REVISED

SANITARY SEWER SCHEDULE

*REVISED 3/28/2018 KDF

UTILITY WITH RESURFACING - 2018	SHEET NO.
PROJECT NO. 11654	U-7
SANITARY SEWER SCHEDULE	
CITY OF MADISON	

PROPOSED SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
HILLCREST DR						
SAS #1	26+31.17	LT-0.18	987.01	979.87	7.14	[1]
CALYPSO RD						
SAS #10	18+35.08	LT-1.27	853.73	843.18	10.55	[1]
SAS #11	15+35.09	CL	854.95	844.93	10.02	-
SAS #12	12+35.09	CL	856.50	846.93	9.57	-
SAS #13	10+45.09	RT-1.41	857.30	848.22	9.08	-
FREMONT AVE						
SAS #20	33+18.28	CL	857.63	838.34	19.29	[2], 6-FT DIA SAS, TWO INSIDE DROPS
SAS #21	35+18.28	CL	856.70	838.95	17.75	5-FT DIA SAS
SAS #22	36+78.28	LT-1.13	855.79	839.45	16.34	5-FT DIA SAS
* SAS #23	30+58.27	RT-0.51	859.67	848.96	10.71	-

SANITARY STRUCTURE REMOVALS

STRUCTURE ID NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
HILLCREST DR						
EX SAS #4054-007	26+31.17	LT-0.18	987.00	979.87	7.13	-
CALYPSO RD						
EX SAS #5429-006	18+35.10	LT-1.25	853.73	843.18	10.55	-
EX SAS #5429-015	12+20.25	RT-3.00	856.55	847.05	9.50	-
EX SAS #5429-016	15+38.30	RT-1.20	855.04	845.54	9.50	-
FREMONT AVE						
EX SAS #5429-010	36+19.30	LT-1.05	856.18	839.28	16.90	6'X6' BOX
EX SAS #5429-011	34+83.85	LT-23.25	857.05	847.85	9.20	-
EX SAS #5429-012	33+17.25	LT-23.75	857.74	846.65	11.09	-
EX SAS #5429-013	33+18.20	LT-1.10	857.66	838.34	19.32	-
EX SAS #5429-014	30+76.65	RT-0.50	859.29	849.29	10.00	6'X6' BOX

UTILITY LINE OPENINGS (ULOs) [4]

ULO NO.	STATION	LOCATION (OFFSET)	TYPE	TOP ELEV.	NOTES
CALYPSO RD					
ULO10	11+28.90	LT-13.60	GAS	-	-
ULO11	11+59.05	RT-18.35	GAS	-	-
ULO12	12+59.10	RT-17.15	GAS	-	-
ULO13	13+47.10	RT-17.45	GAS	-	-
ULO14	14+58.10	RT-18.00	GAS	-	-
ULO15	15+48.10	RT-18.40	GAS	-	-
ULO16	16+54.10	RT-19.25	GAS	-	-
ULO17	16+84.70	LT-8.00	FO	-	-
ULO18	16+96.45	LT-8.00	FO	-	-

[3] FIVE (5) ADDITIONAL UNDISTRIBUTED ULOS INCLUDED IN CONTRACT

SPECIFIC NOTES

- [1] INSTALL INTERNAL CHIMNEY SEAL PER S.D.D. 5.7.17
- [2] CONSTRUCT INSIDE DROP PER S.D.D. 5.7.30
- [3] PIPE PLUGS SHALL BE CONSIDERED INCIDENTAL TO ABANDONMENT
- [4] FIVE (5) ADDITIONAL UNDISTRIBUTED ULOS INCLUDED IN CONTRACT

PROPOSED SANITARY PIPES

FROM (DNSTM)	TO (UPSTM)	DWNSTRM E.I.	UPSTRM E.I.	PLAN (PAY) LGTH (FT)	SLOPE (%)	PIPE SIZE	PVC TYPE	NOTES
HILLCREST DR								
SAS #1	EX SAS #4054-006	979.97	981.10	282	0.40%	8"	SDR-35	-
CALYPSO RD								
SAS #10	SAS #11	843.28	844.93	300	0.55%	8"	SDR-35	-
SAS #11	SAS #12	844.98	846.93	300	0.65%	8"	SDR-35	-
SAS #12	SAS #13	846.98	848.22	190	0.65%	8"	SDR-35	-
FREMONT AVE								
SAS #20	SAS #21	838.39	838.95	200	0.28%	24"	PS-115	-
SAS #20	SAS #23	843.77	848.96	260	2.00%	8"	SDR-26	[2]
SAS #21	SAS #22	839.00	839.45	160	0.28%	24"	PS-115	-

SANITARY PIPE REMOVALS

REMOVE FROM	REMOVE TO	LGTH (FT)	PIPE SIZE	PIPE TYPE	PAID (Y/N)	NOTES
HILLCREST DR						
EX SAS #4054-007	EX SAS #4054-006	282	8"	VCP	N	-
CALYPSO RD						
EX SAS #5429-006	EX SAS #5429-016	297	8"	VCP	N	-
EX SAS #5429-016	EX SAS #5429-015	318	8"	VCP	N	-
EX SAS #5429-015	SAS #13	177	8"	VCP	N	-
FREMONT AVE						
EX SAS #5429-013	EX SAS #5429-010	301	24"	RCP	N	-
EX SAS #5429-010	SAS #22	60	24"	RCP	N	-
EX SAS #5429-013	EX SAS #5429-014	242	8"	VCP	N	-
EX SAS #5429-014	SAS #23	20	8"	VCP	N	-
EX SAS #5429-013	EX SAS #5429-012	24	8"	VCP	N	-

SANITARY PIPE ABANDONMENTS

REMOVE FROM	REMOVE TO	LGTH (FT)	PIPE SIZE	PIPE TYPE	PAID (Y/N)	NOTES
FREMONT AVE						
EX SAS #5429-012	EX SAS #5429-011	163	8"	VCP	N	[3]

UTILITY LINE OPENINGS (ULOs)

ULO NO.	STATION	LOCATION (OFFSET)	TYPE	TOP ELEV.	NOTES
FREMONT AVE					
ULO20	32+49.35	RT-19.24	GAS	-	-
ULO21	33+50.30	RT-19.55	GAS	-	-
ULO22	34+25.35	RT-19.80	GAS	-	-
ULO23	34+95.35	RT-20.05	GAS	-	-
ULO24	35+77.30	RT-20.30	GAS	-	-
ULO25	36+67.40	RT-20.60	GAS	-	-
ULO26	36+99.25	RT-10.60	TELE	-	-
ULO27	37+03.40	RT-10.45	TELE	-	-

R5/13/18



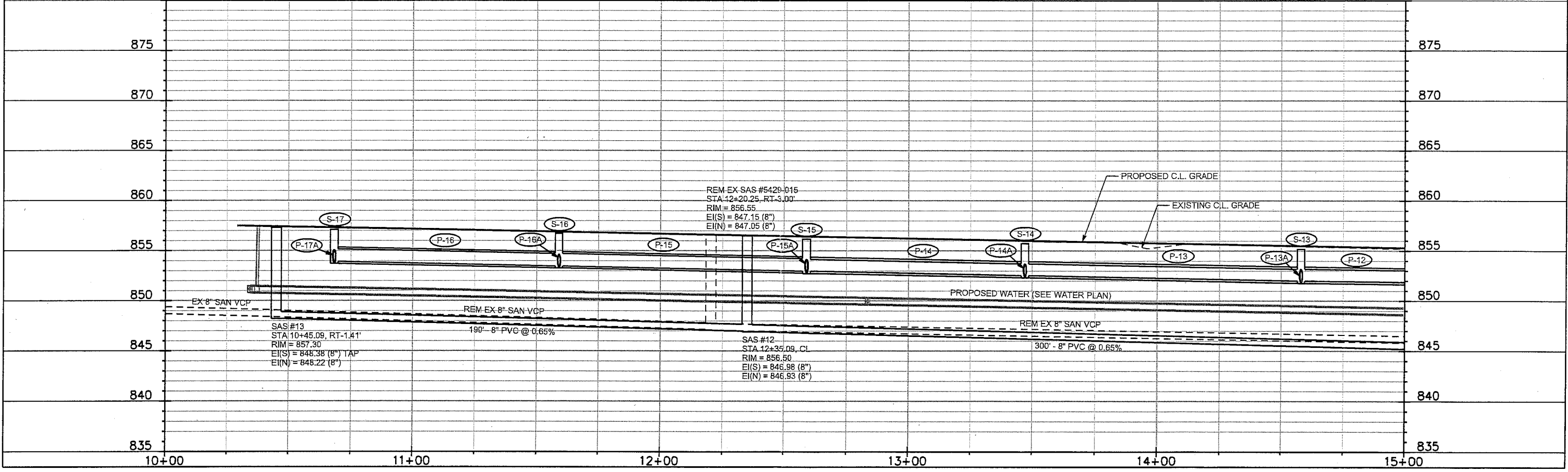
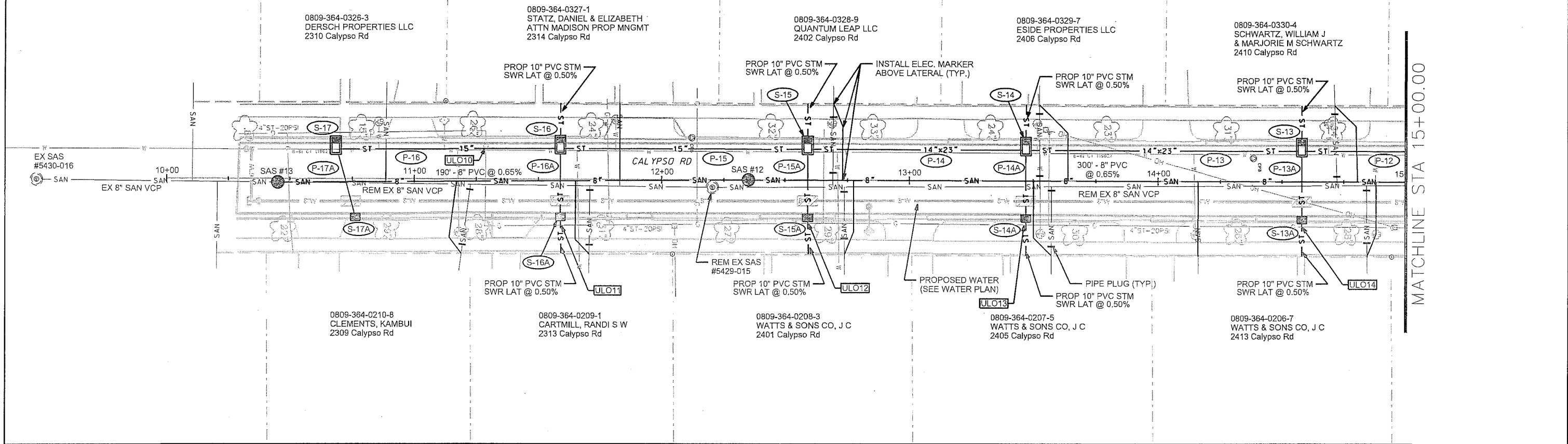
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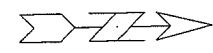
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ORIGINATOR: CITY OF MADISON, STREETS DIVISION

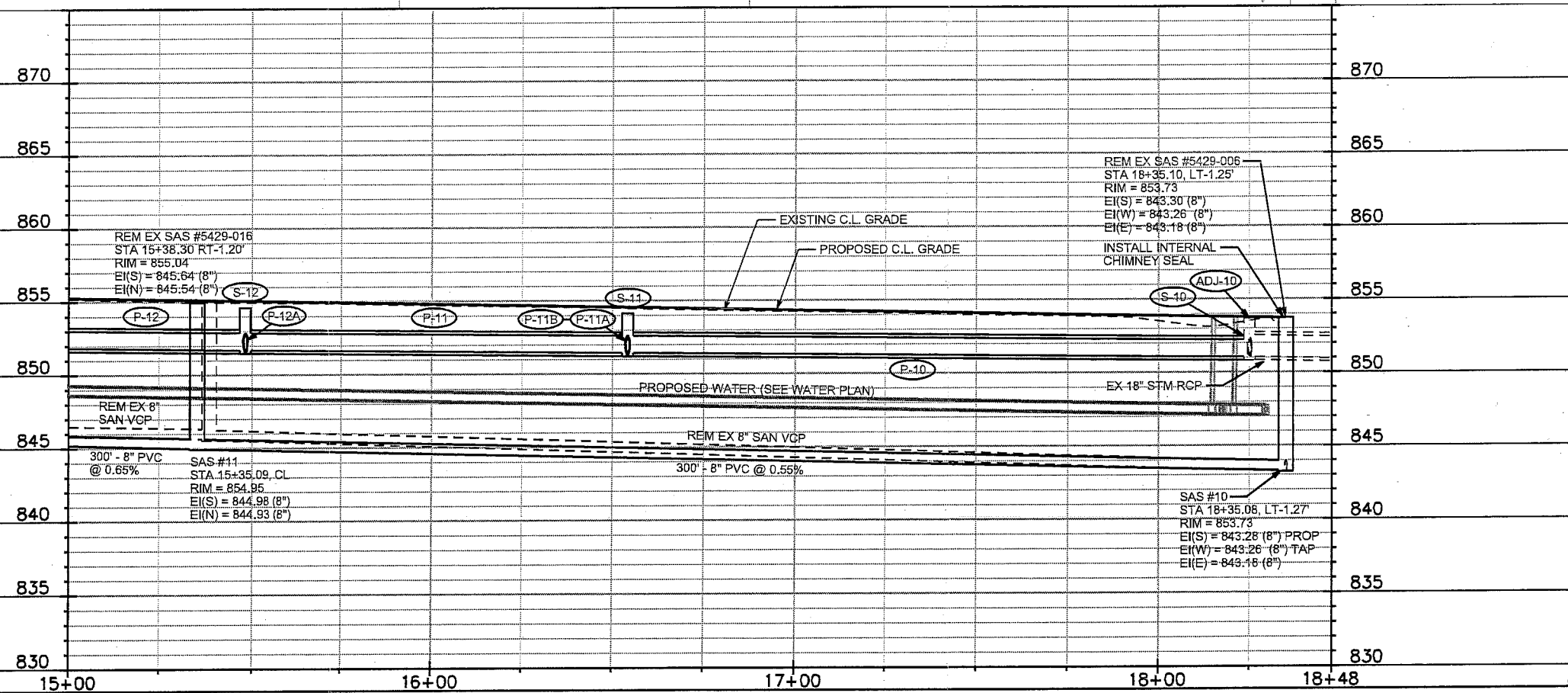
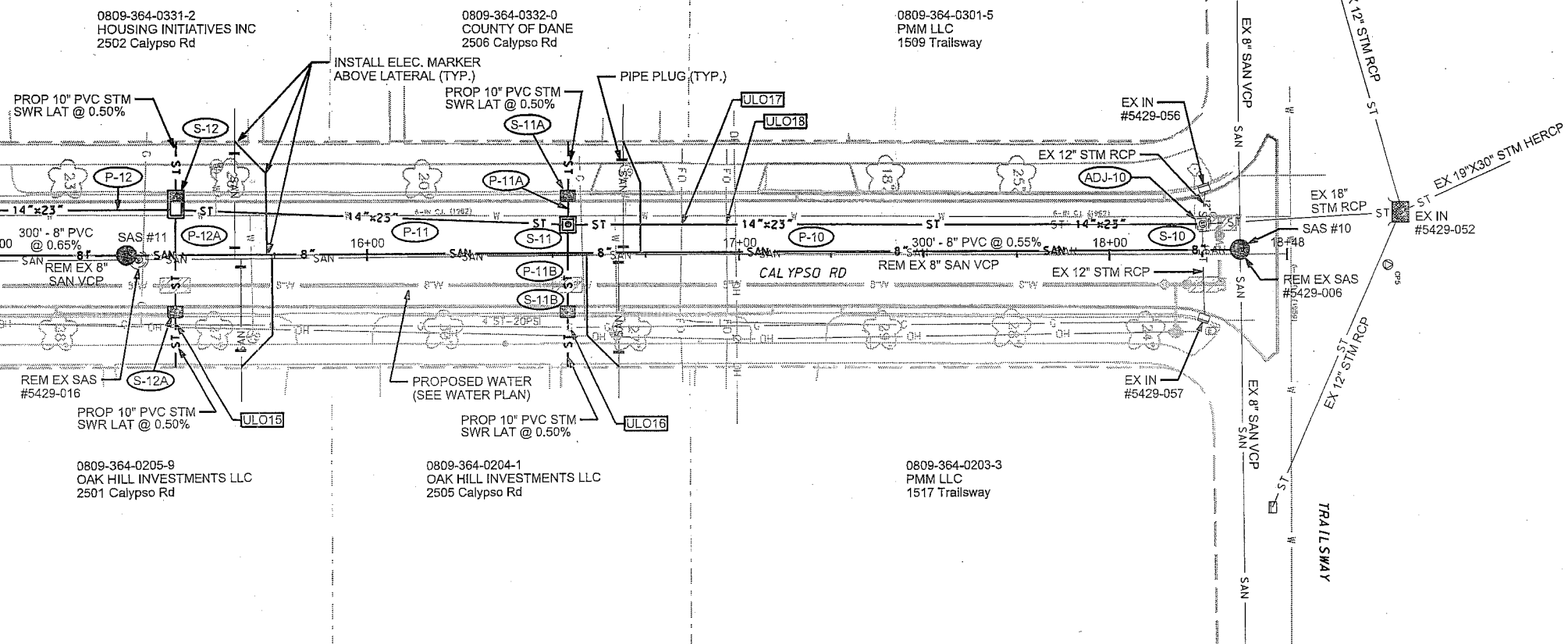
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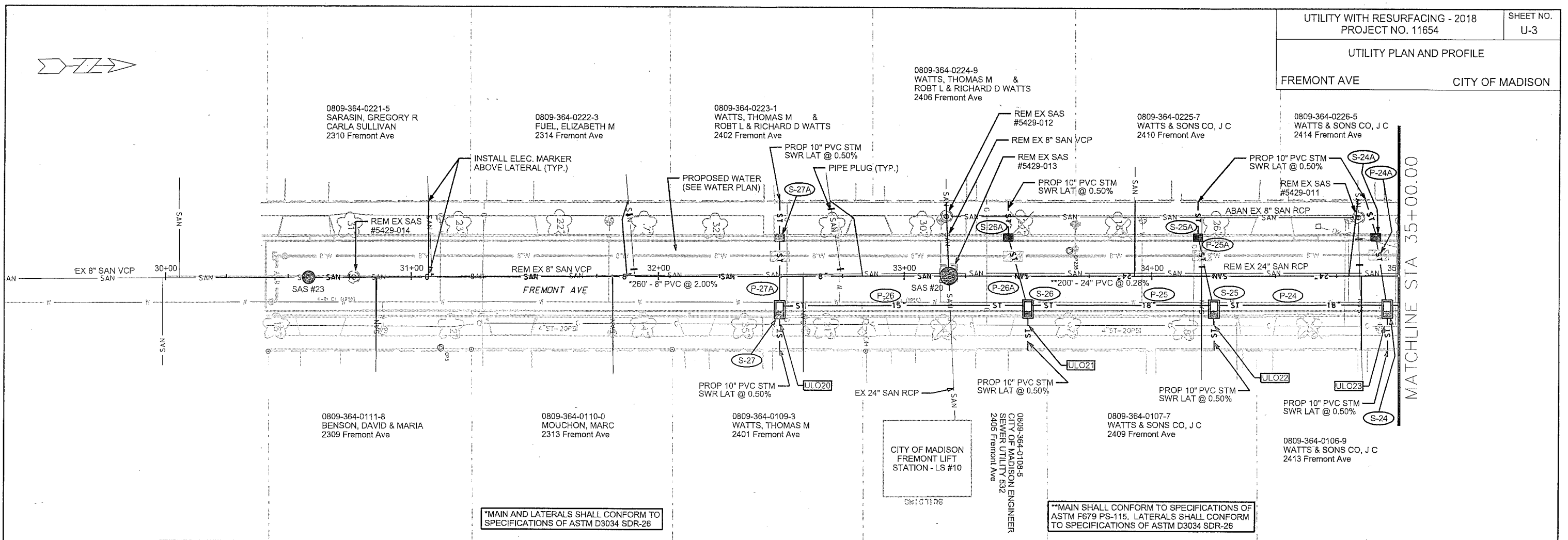
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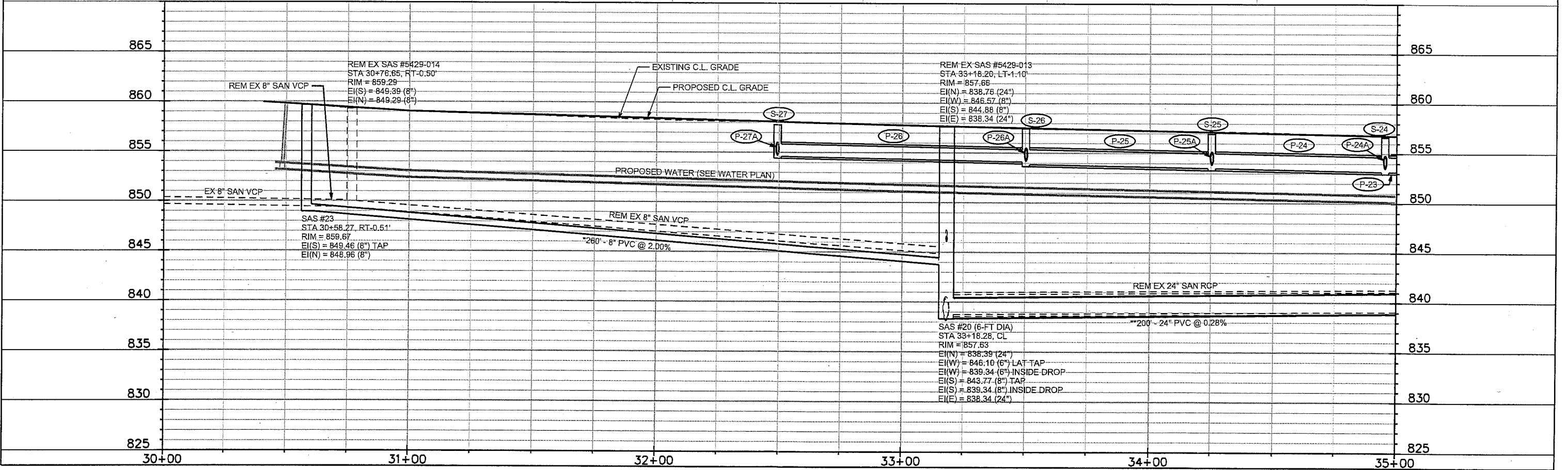
ORIGINATOR: CITY OF MADISON, STREETS DIVISION

DRLG/MAL



*MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF ASTM D3034 SDR-26

**MAIN SHALL CONFORM TO SPECIFICATIONS OF ASTM F679 PS-115. LATERALS SHALL CONFORM TO SPECIFICATIONS OF ASTM D3034 SDR-26



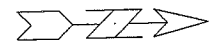
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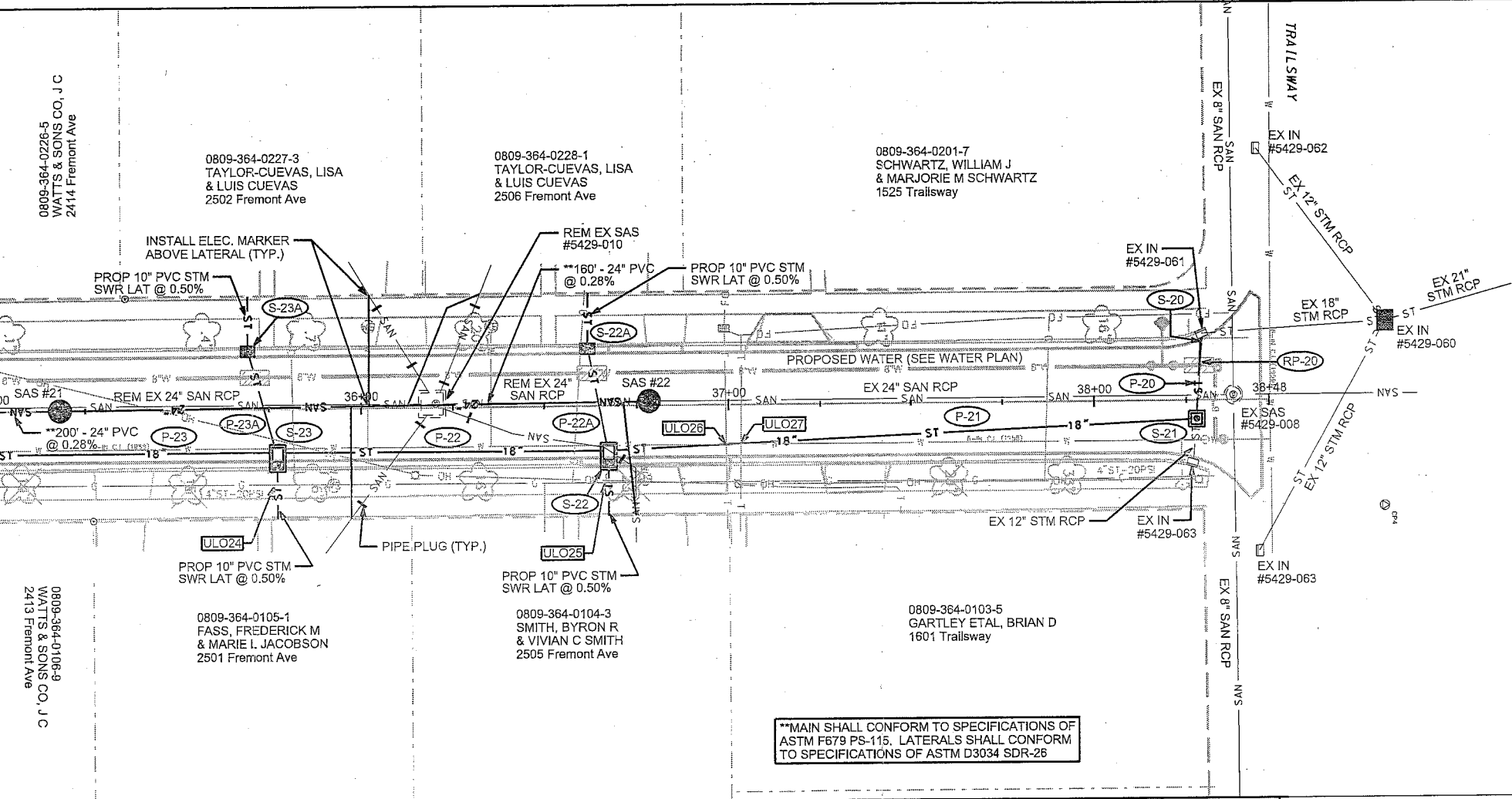
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ORIGINATOR: CITY OF MADISON, STREETS DIVISION

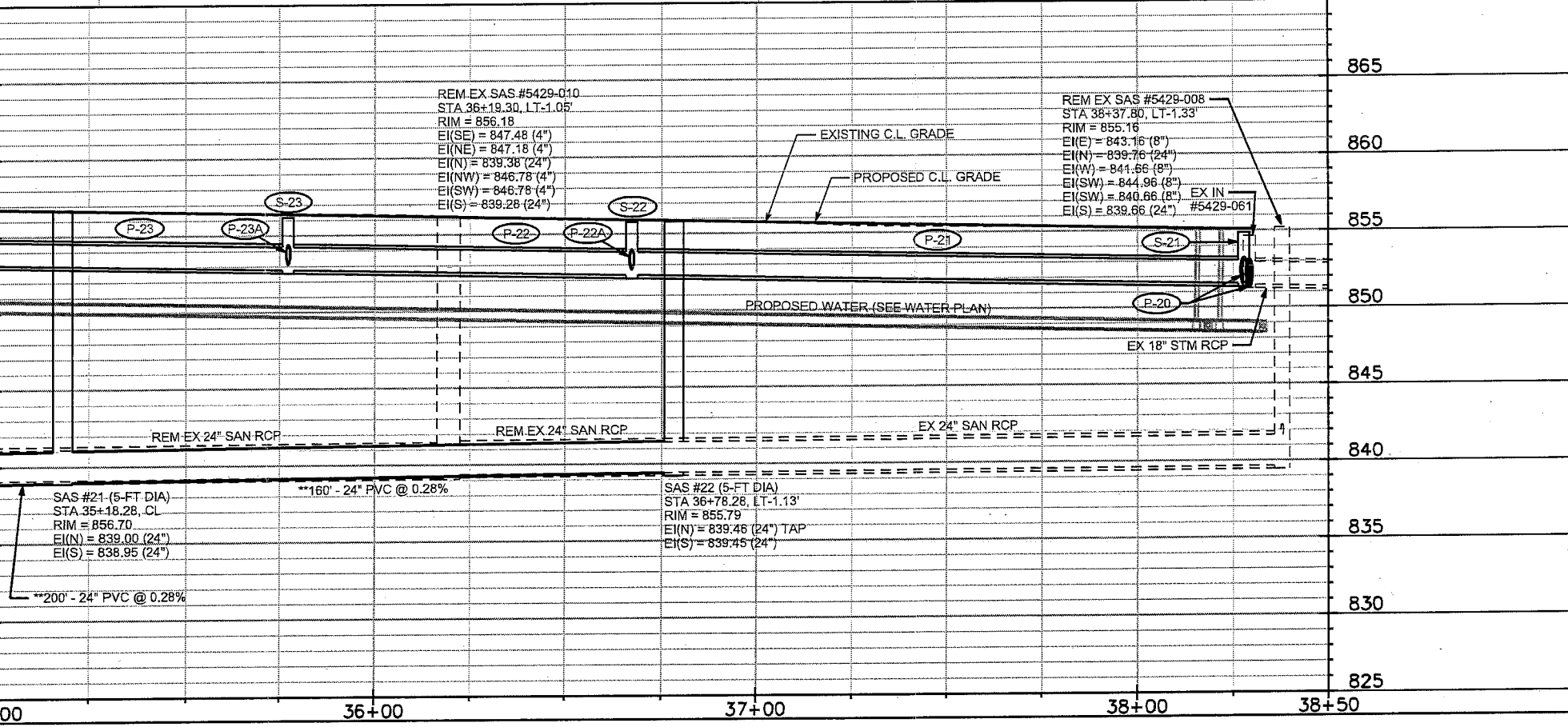
DRG 11/11/18



MATCHLINE STA 35+00.00



**MAIN SHALL CONFORM TO SPECIFICATIONS OF
ASTM F679 PS-115. LATERALS SHALL CONFORM
TO SPECIFICATIONS OF ASTM D3034 SDR-26



PLOT SCALE:
PLOT NAME:

REV. DATE:

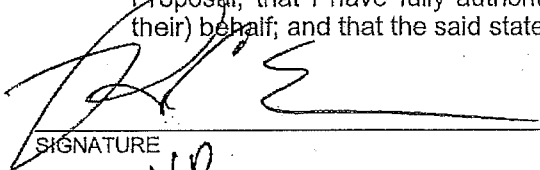
ORIGINATOR: CITY OF MADISON, STREETS DIVISION

SECTION E: BIDDERS ACKNOWLEDGEMENT

CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING
WITH UTILITIES ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8111

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.

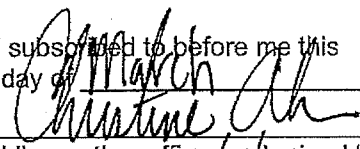
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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 Nos. _____ through _____ to the Contract, 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 Paris Construction Co. a corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ 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

 TITLE, IF ANY

Sworn and subscribed to before me this 21 day of March, 2018



 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 1/31/19
 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8111 – Parisi Construction Co., Inc.

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

Addendum 6

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.

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

CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING
WITH UTILITIES ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8111

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: Parisi Construction Co. Inc.
Address: 508 S. Nine Mound Rd Verona, WI 53593
Telephone Number: 608 848 5991 Fax Number: 608 848 5992
Contact Person/Title: Robert Endres, VP

Prime Bidder Certification

I, Robert Endres VP of
Name Title
Parisi Construction Co. Inc. certify that the information
Company

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

Christina Ah
Witness Signature
3/29/18
Date

Robert Endres
Bidder's Signature

CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING WITH
 UTILITIES ASSESSMENT DISTRICT - 2018
 CONTRACT NO. 8111
 DATE: 4/5/18

Parisi Construction Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,800.00	\$4,800.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$331,838.90	\$331,838.90
20101.0 - EXCAVATION CUT - C.Y.	615.00	\$24.50	\$15,067.50
20219.0 - BREAKER RUN - TON	1345.00	\$13.00	\$17,485.00
20221.0 - TOPSOIL - S.Y.	1050.00	\$4.70	\$4,935.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	1880.00	\$6.00	\$11,280.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	6365.00	\$2.20	\$14,003.00
20401.0 - CLEARING - I.D.	197.00	\$33.50	\$6,599.50
20403.0 - GRUBBING - I.D.	197.00	\$33.50	\$6,599.50
20701.0 - TERRACE SEEDING - S.Y.	1050.00	\$1.90	\$1,995.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	1050.00	\$1.60	\$1,680.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	1880.00	\$29.50	\$55,460.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	4050.00	\$5.60	\$22,680.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	2315.00	\$7.20	\$16,668.00
40202.0 - HMA PAVEMENT, TYPE LT 58-28S - TON	2050.00	\$66.00	\$135,300.00
40211.0 - TACK COAT - GAL	935.00	\$2.90	\$2,711.50
40311.0 - PULVERIZE AND SHAPE - SY	9345.00	\$2.40	\$22,428.00
20217.0 - CLEAR STONE - TON	400.00	\$17.75	\$7,100.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$270.00	\$1,350.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	4.00	\$140.00	\$560.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$1,400.00	\$1,400.00
21046.0 - INLET PROTECTION, TYPE A - PROVIDE & INSTALL - EACH	2.00	\$110.00	\$220.00
21047.0 - INLET PROTECTION, TYPE A - MAINTAIN - EACH	2.00	\$50.00	\$100.00
21048.0 - INLET PROTECTION, TYPE A - REMOVE - EACH	2.00	\$50.00	\$100.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	34.00	\$120.00	\$4,080.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	20.00	\$64.00	\$1,280.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	34.00	\$64.00	\$2,176.00
40336.0 - REBUILD INLET - RESURFACING - EACH	3.00	\$2,400.00	\$7,200.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	380.50	\$80.00	\$30,440.00
50741.0 - TYPE H INLET - EACH	14.00	\$2,400.00	\$33,600.00

**CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING WITH
 UTILITIES ASSESSMENT DISTRICT - 2018
 CONTRACT NO. 8111
 DATE: 4/5/18**

Parisi Construction Co., Inc.

Item	Quantity	Price	Extension
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1739.00	\$0.50	\$869.50
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	291.50	\$69.00	\$20,113.50
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	501.00	\$76.00	\$38,076.00
50418.0 - 14 INCH X 23 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	566.00	\$110.00	\$62,260.00
50723.0 - 3'X3' STORM SAS - EACH	2.00	\$3,800.00	\$7,600.00
50792.0 - STORM SEWER TAP - EACH	2.00	\$1,200.00	\$2,400.00
50795.0 - PRIVATE STORM SEWER LATERAL - EACH	24.00	\$850.00	\$20,400.00
50801.0 - UTILITY LINE OPENING (STORM) - EACH	22.00	\$700.00	\$15,400.00
90030.0 - 3'X6' STORM SAS - EACH	12.00	\$3,600.00	\$43,200.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	9.00	\$560.00	\$5,040.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINE - EACH	1.00	\$1,100.00	\$1,100.00
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$540.00	\$540.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	2455.00	\$0.50	\$1,227.50
50301.0 - 8" PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	1332.00	\$140.00	\$186,480.00
50307.0 - 24" PVC SEWER PIPE (PS 115) - L.F.	360.00	\$490.00	\$176,400.00
50353.0 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	1017.00	\$35.50	\$36,103.50
50356.0 - RECONNECT SANITARY SEWER LATERAL - EACH	36.00	\$2,900.00	\$104,400.00
50390.0 - ELECTRONIC MARKERS - EACH	91.00	\$50.00	\$4,550.00
50701.0 - 4' DIA SAS - EACH	6.00	\$3,800.00	\$22,800.00
50702.0 - 5' DIA SAS - EACH	2.00	\$5,400.00	\$10,800.00
50703.0 - 6' DIA SAS - EACH	1.00	\$9,000.00	\$9,000.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	2.00	\$320.00	\$640.00
50783.0 - INSIDE DROP - V.F.	11.20	\$280.00	\$3,136.00
50791.0 - SANITARY SEWER TAP - EACH	9.00	\$2,600.00	\$23,400.00
90070.0 - HEAVY WASTEWATER CONTROL - LUMP SUM	1.00	\$24,400.00	\$24,400.00
40382.0 - REMOVE & REPLACE CONCRETE CURB & GUTTER, HAND PLACED - L.F.	140.00	\$50.00	\$7,000.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	140.00	\$100.00	\$14,000.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	1600.00	\$100.00	\$160,000.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	6.00	\$2,600.00	\$15,600.00

CALYPSO ROAD, FREMONT AVENUE AND HILLCREST DRIVE RESURFACING WITH
 UTILITIES ASSESSMENT DISTRICT - 2018
 CONTRACT NO. 8111
 DATE: 4/5/18

Parisi Construction Co., Inc.

Item	Quantity	Price	Extension
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	6.00	\$3,100.00	\$18,600.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	4.00	\$4,300.00	\$17,200.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	2.00	\$3,400.00	\$6,800.00
70054.0 - REPLACE 1 ½-INCH COPPER SERVICE LATERAL - EACH	1.00	\$4,500.00	\$4,500.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	17.00	\$2,000.00	\$34,000.00
70057.0 - RECONNECT 1 ½-INCH SERVICE LATERAL - EACH	10.00	\$2,600.00	\$26,000.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	4.00	\$2,300.00	\$9,200.00
70090.0 - ABANDON WATER VALVE BOX - EACH	2.00	\$270.00	\$540.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	120.00	\$21.75	\$2,610.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	6026.00	\$8.70	\$52,426.20
69 Items	Totals		\$1,949,949.10



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer

Gregory T. Fries, P.E.
Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.
John S. Fahmey, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.

Facilities & Sustainability

Jeanne E. Hoffman, Manager

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

Parisi Construction Co., Inc.

(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Travelers Casualty and Surety Company of America

a corporation of the State of Connecticut (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2018 through January 31, 2020.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

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.


PRINCIPAL

Parisi Construction Co., Inc. _____
COMPANY NAME AFFIX SEAL DATE January 8, 2018

By: [Signature], president
SIGNATURE AND TITLE

SURETY

Travelers Casualty and Surety Company of America _____
COMPANY NAME AFFIX SEAL DATE January 4, 2018

By: Joseph L. Vignola Attorney-in-Fact
SIGNATURE AND TITLE


This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 257951 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 4, 2018
DATE

Joseph L. Vignola
AGENT SIGNATURE

20975 Swenson Drive - Suite 175
ADDRESS

Waukesha, Wisconsin 53186
CITY, STATE AND ZIP CODE

262-317-8045
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269865

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

Anthony S. Von Rueden, Todd Looker, Robert E Flath, Dennis M Barton, Joseph L Vigna, and Elizabeth M Fedyn

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of June, 2017.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of January, 2018.


Kevin E. Hughes, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 2d day of MAY in the year Two Thousand and Eighteen between PARISI CONSTRUCTION CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 1, 2018, 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:

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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 ONE MILLION NINE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED FORTY-NINE AND 10/100 (\$1,949,949.10) 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 Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

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

Countersigned:

Christine Ahum 4/19/18
 Witness Date
[Signature] 4/19/18
 Witness Date

PARISI CONSTRUCTION CO., INC.

[Signature] 4/19/18
 Company Name President Date
[Signature] 4/19/18
 Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
 Finance Director
 Signed this 18th day of May, 2018
[Signature]
 Witness
[Signature]
 Witness

[Signature]
 City Attorney
[Signature] 18 May 2018
 Mayor Date
Maibeth Witzel-Bell 5-8-2018
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **PARISI CONSTRUCTION CO., INC.** as principal, and Travelers Casualty and Surety Company of America Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION NINE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED FORTY-NINE AND 10/100 (\$1,949,949.10)** 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:

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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 2nd day of May, 2018

Countersigned:

Christine Ahern
Witness

PARISI CONSTRUCTION CO., INC.
Company Name (Principal)
[Signature]
President Seal

Secretary

Approved as to form:

[Signature]
City Attorney

Travelers Casualty and Surety Company of America
Surety Seal
 Salary Employee Commission
By Joseph L. Vignea
Attorney-in-Fact Joseph L. Vignea



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 257951 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 2, 2018
Date

Joseph L. Vignea
Agent Signature



**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 **JOSEPH L VIGNA** of **MILWAUKEE Wisconsin**, 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
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 **2nd** day of **May**, 2018



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.**