Contract Routing Form

ROUTING: Routine printed on: 02/13/2018 ______

Contract between:

Parisi Construction Co Inc

and Dept. or Division:

Engineering Division

Name/Phone Number:

Project: Westmorland Boulevard Assessment District - 2018

Contract No.: 8058

Enactment No.: RES-18-00098

Dollar Amount: 1,217,113.70

File No.: 50026

Enactment Date: 02/12/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	2-14-18	12-14-2018
Director of Civil Rights	1 2.15.16	2-23-18 FNS
Risk Manager	1-2-26-18	1 2.26.18 mcc
Finance Director	226.18	1 7/27/18MIR
City Attorney #216	1-28-2018	13-01-18
Mayor		1 03.01.18

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

Original + 2

Copies

02/13/2018 10:21:31 enjls - Andy Zwieg 266-92198

Dis Rights: OK / MA / Problem - Hold Prev Wage: AA / Agency / No Contract Value: 1,217,113 AA Plan: 00000000 Amendment // Addendum # Type: POS / Dvlp / Sbdv / Gov't / Grant / PW / Goal / Loan / Agrmt

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Common Council

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Details

Reports

Awarding Public

Works Contract No.

File #:

50026 Version: 1

Name:

8058, Westmorland

Boulevard

Assessment District

- 2018.

Type:

Resolution

Status:

Passed

File created:

1/4/2018

In control:

BOARD OF PUBLIC

WORKS

On agenda:

2/6/2018

Final action:

2/6/2018

Enactment date:

2/12/2018

Enactment #:

RES-18-00098

Title:

Awarding Public Works Contract No. 8058, Westmorland Boulevard Assessment

District - 2018.

Sponsors:

BOARD OF PUBLIC WORKS

Attachments:

1. Contract 8058.pdf

History (3)

Text

Fiscal Note

The proposed resolution approves plan documents for the Westmorland Boulevard pavement resurfacing project. 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. The cost of the proposed project for the Westmorland Boulevard resurfacing is estimated at \$1,314,490. Funding is provided by GO Borrowing and associated utility funding broken out as follows:

Major Streets - \$459,570 Stormwater Utility - \$234,360 Sewer Utility - \$301,730 Water Utility - \$318,830

Awarding Public Works Contract No. 8058, Westmorland Boulevard Assessment District - 2018. **Body**

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

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

See attached document (Contract No. 8058) for itemization of bids.

CONTRACT NO. 8058 WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018

PARISI CONSTRUCTION CO., INC.

\$1,217,113.70

Acct. No. 11675-402-170:54410(91350)	\$374,701.00
Contingency 8%±	<u>29,979.00</u>
Sub Total	\$404,680.00
Acct. No. 11675-402-174:54445(91345)	\$50,821.75
Contingency 8% <u>+</u>	4,068.25
Sub Total	\$54,890.00
Acct. No. 11675-84-174:54445(91345)	\$216,999.50
Contingency 8% <u>+</u>	<u>17,360.50</u>
Sub Total	\$234,360.00
Acct. No. 11675-83-173:54445(91345)	\$279,379.45
Contingency 8% <u>+</u>	<u>22,350.55</u>
Sub Total	\$301,730.00
Acct. No. 11675-86-179:54445(91360)	\$295,212.00
Contingency 8% <u>+</u>	<u>23,618.00</u>
Sub Total	\$318,830.00

GRAND TOTAL

\$1,314,490.00

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

T Hone	
Туре	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

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No results found.

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Issue Date: 09/10/1	975									
Approval Date: File Date:										
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\$1,217,113.70 FILE

BID OF PARISI CONSTRUCTION CO., INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8058

MUNIS NO. 11675

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON FEBRUARY 6, 2018

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8058

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This Proposal, and Agreement have been prepared by:

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

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

RFP: aw

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:	WESTMORLAND BOULEVARD
	ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8058
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	DECEMBER 29, 2017
PREQUALIFICATION APPLICATION DUE (2:00 P.M)	DECEMBER 28, 2017
BID SUBMISSION (2:00 P.M.)	JANUARY 4, 2018
BID OPEN (2:30 P.M.)	JANUARY 4, 2018
PUBLISHED IN WSJ	DECEMBER 15, 22 & 29, 2017

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, <u>www.cityofmadison.com/business/pw/forms.cfm</u>. 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 - 2017 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.citvofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

In accordance with Section 39.02(9)(a)I. 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. Nothwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

<u>Buil</u>	din	g Demolition			
101		Asbestos Removal	110		Building Demolition
120		House Mover			
Stro	o.t	Hillity and Site Construction			
		Utility and Site Construction	265		Petaining Malle Proceet Medular Units
201	닖				Retaining Walls, Precast Modular Units
205					Retaining Walls, Reinforced Concrete
210			2/5	\boxtimes	Sanitary, Storm Sewer and Water Main
215	Ш	Concrete Paving		_	Construction
220		Con. Sidewalk/Curb & Gutter/Misc. Flat Work	276		Sawcutting
221		Concrete Bases and Other Concrete Work	280		Sewer Lateral Drain Cleaning/Internal TV Insp.
222		Concrete Removal	285		Sewer Lining
225	П	Dredging	290		Sewer Pipe Bursting
230		Fencing			Soil Borings
235					Soil Nailing
240					Storm & Sanitary Sewer Laterals & Water Svc.
241					Street Construction
	님	Horizontal Saw Cutting of Sidewalk Infrared Seamless Patching			
242					Street Lighting
245		1 97			Tennis Court Resurfacing
246		Ecological Restoration			Traffic Signals
250		1 0.			Traffic Signing & Marking
251					Tree pruning/removal
252		Pavement Marking	333		Tree, pesticide treatment of
255		Pavement Sealcoating and Crack Sealing	335		Trucking
260	\Box	Petroleum Above/Below Ground Storage			Utility Transmission Lines including Natural Gas,
		Tank Removal/Installation			Electrical & Communications
262	П	Playground Installer	399	П	
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Brid	ge	<u>Construction</u>			
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Buile	ding	<u>Construction</u>			
401	\Box	Floor Covering (including carpet, ceramic tile installation,	437		Metals
		rubber, VCT			Painting and Wallcovering
402	П	Building Automation Systems	445	_	
403	П	<u> </u>	450		· ·
	Ħ	Doors and Windows	455		Pump Systems
404	=			_	
405		Electrical - Power, Lighting & Communications		Н	Roofing and Moisture Protection
410		Elevator - Lifts	464		Tower Crane Operator
412		Fire Suppression			Solar Photovoltaic/Hot Water Systems
413			465		Soil/Groundwater Remediation
415		General Building Construction, Equal or Less than \$250,000	466	Ш	Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000	470		Water Supply Elevated Tanks
425		General Building Construction, Over \$1,500,000	475		Water Supply Wells
428	П		480	П	Wood, Plastics & Composites - Structural &
429	=	Hazardous Material Removal			Architectural
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1	Ш	Class 5 Blaster - Blasting Operations and Activities 2500 feet a	and clo	ser	to inhabited buildings for quarries, open pits and
		road cuts.			
2		Class 6 Blaster - Blasting Operations and Activities 2500 feet a	and clo	ser	to inhabited buildings for trenches, site
		excavations, basements, underwater demolition, underground	excav	atio	ns, or structures 15 feet or less in height.
3		Class 7 Blaster - Blasting Operations and Activities for structur			
		the objects or purposes listed as "Class 5 Blaster or Class 6 Bl	laster".	_	3 , 3 , ,
4		Petroleum Above/Below Ground Storage Tank Removal and Ir			(Attach copies of State Certifications.)
5	Ħ	Hazardous Material Removal (Contractor to be certified for ask			
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		of Health Services, Asbestos and Lead Section (A&LS).) See t			
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Per	погта	nce	oi Aspesios Adatement Certificate must be
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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 <u>ad hoc</u> 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 <u>ad hoc</u> 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 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 <u>bidder</u> 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. Nothwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> 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

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8058

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, installation of sanitary sewer, water main, storm sewer, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk replacements.

The project limits for the work on Westmorland Boulevard are between Mineral Point Rd and Hillcrest Dr. The project is approximately 1,300 ft. in length.

The Contractor shall view the site 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.

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 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.

The City of Madison is constructing the Mid-Town Police Station (4020 Mineral Point Road) in the northeast corner of Westmorland Boulevard and Mineral Point Road. The City of Madison Engineering Project Manager is Jonathan Evans, (608) 243-5893. The Prime Contractor is Miron Construction and the contacts are Nick Carolla, Project Manager (920) 203-2736 and Ryan Ballweg, Project Superintendent (920) 969-7388. The Street Contractor shall coordinate with Miron Construction to maintain access to the Mid-Town Police Station construction site.

As part of the Mid-Town Police Station, Miron Construction will install a 54" storm sewer through the construction site continuing into Westmorland Boulevard and ending at STA 103+09, 12' RT.

Disturbance to pavement, curb and gutter and sidewalk inside the right-of-way as a result of the 54" installation will be replaced with temporary asphalt by Miron Construction until the street contractor constructs the final pavement, curb and gutter and sidewalk. The Street Contractor shall contact Miron Construction on the timing of the 54" storm sewer installation through the construction site.

As part of the Mid-Town Police Station project, Miron Construction will install a sanitary lateral stub, from the proposed building to the back of existing curb on Westmorland Boulevard. The Street Contractor shall install a new lateral from the proposed sanitary main and connect to the existing stub, provided by Miron Construction, at the back of the existing curb. New sanitary sewer service for the Mid-Town Police Station needs to be complete by May 18, 2018. The Street Contractor shall coordinate locating of the sanitary stub with Miron Construction.

Work in this contract will require utility relocations to install the new sanitary 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.

If potential gas main conflicts require relocation, MG&E will install a window in that location. Contact Shaun Endres with MG&E ((608) 252-7224 or <a href="maintenant-semigrander-semigra

Potential Conflict Locations with gas mains:

Westmorland Boulevard

- 1. Multiple gas service crossings of the storm sewer main, water main and sanitary sewer main
- 2. Multiple sanitary sewer lateral crossings
- 3. STA 101+24, 29' LT Conflict with gas main immediately adjacent to proposed sanitary sewer manhole
- 4. STA 101+30, 22' LT Conflict with gas main crossing proposed 8" sanitary sewer main
- 5. STA 103+69, 17' LT Conflict with gas main immediately adjacent to proposed storm sewer inlet
- 6. STA 106+64, 17' LT Conflict with gas main immediately adjacent to proposed storm sewer inlet
- 7. STA 107+71 Conflict with gas main crossing proposed 24" storm sewer main, 8" sanitary sewer main and 8" water main
- 8. STA 109+11, 18' LT Conflict with gas main immediately underneath proposed storm sewer inlet and street
- 9. STA 110+21, 15' LT Conflict with gas main immediately adjacent to proposed storm sewer inlet
- 10. STA 112+41, 15' LT Conflict with gas main immediately adjacent to proposed storm sewer inlet

There are 5 locations within the Westmorland Boulevard reconstruction that utility poles are in conflict with proposed construction activities. MG&E is reviewing the potential need for relocating the poles prior to construction. Contact Rich Parker with MG&E ((608) 262-7379 or RParker@mge.com).

Potential Conflict Locations with utility poles:

Westmorland Boulevard

- 1. STA 101+06, 46' RT Conflict with proposed grading
- 2. STA 101+08, 35' LT Conflict with proposed curb ramp
- 3. STA 107+90, 20' LT Conflict with proposed grading
- 4. STA 112+70, 22' LT Conflict with proposed grading
- 5. STA 113+07, 65' RT Conflict with proposed grading

Work under this project will require close coordination with AT&T. The Contractor shall coordinate with AT&T on any cable line relocations in order to complete sanitary sewer, water main, storm sewer trenching work and excavation cut.

At the northeast corner of Mineral Point Road and Westmoreland Boulevard, AT&T has an 8-Muli Tile Duct placed in 1964. The approximate size is 16" x 12" or 12" x 16" depending on if the conduit is 4 pipes x 2 high or 2 pipes x 4 high. A new sanitary manhole (SAS #6) at STA 101+23.30, 33.70' LT will be installed adjacent to the duct package. If the conduit is too close to the proposed manhole, AT&T can shift the conduit to the west if the manhole cannot be field adjusted. The work will take 5-7 business days to complete.

At the intersection of Hillcrest and Westmoreland Blvd., AT&T has a 900 pair copper cable that is approximately 2" in diameter. A new sanitary manhole (SAS #11) at STA 113+61.68, 9.28' LT will be installed adjacent to the copper cable. If the copper cable is identified as a conflict with the pipe and manhole, AT&T does have the flexibility in this line to adjust it during construction. The work will take 10 business days to complete.

Contact Carol Anason with AT&T (office (608) 252-2385, cell (608) 622-2079 or ca2624@att.com) a minimum 1 day to begin the process of relocating the AT&T cables noted above. The contractor shall contact the AT&T repair number at (888) 611-2344 if the any AT&T cable is damaged during construction.

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 submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall be sent to jnash@cityofmadison.com. The Traffic Control Plan shall include any necessary signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

There are 3 possible access points to the neighborhood — Westmorland Blvd. at Hillcrest Dr., Westmorland Blvd. at Mineral Point Road and Westmorland Blvd. at Hammersley Ave. One of these intersections shall remain open at all times in order to maintain local and emergency vehicle access to all properties at all times.

Westmorland Blvd.

• Westmorland Blvd. may be closed to through traffic at the project limits for the duration of the project. The outside westbound traffic lane on Mineral Point Rd at Westmorland Blvd. may be closed during off-peak hours for up to three (3) days. The work area shall be fully open to traffic on a hard surface overnight and when work is not being done.

E. Sunset Ct.

• E. Sunset Ct, may be fully closed to traffic for up to three (3) days from Mineral Point Rd to seventy-five (75) feet north of Mineral Point Rd. During this three (3) day period, the outside westbound lane on Mineral Point Rd may be closed during off-peak hours. Outside of this three (3) day closure, E. Sunset Ct, shall be fully open to traffic. A message board shall be placed on E. Sunset Ct. facing north for the duration of the closure to alert traffic.

Hillcrest Dr.

• Two-way traffic shall be maintained on Hillcrest Dr. at all times. A flagger shall be used when it is not possible to maintain an eleven (11) foot lane on a paved surface in each direction when work is being done. A hard surface at least twenty (20) feet wide shall be fully open to traffic overnight and when work is not being done on Hillcrest Dr.

Hammersley Ave.

• Hammersley Ave. may be closed to through traffic at the project limits for the duration of the project.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, tubular markers and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Maintain Access to all properties along at all times. This includes local residents, businesses and emergency vehicles. Maintain and keep open the access to all driveways and parking lots where alternative access is not available at all times. When closing an entrance to a property with an alternate entrance, the Contractor shall provide a minimum of 48 hours' notice.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. One portable changeable message board will be required for each direction of traffic on Westmorland Blvd. Contractor shall locate the portable changeable message boards as directed by the Engineer.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

Maintain sidewalk at all times on one side at all times and both sides whenever possible. If sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open and that all crosswalks at the end of the closed sidewalk block are fully open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

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.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

http://www.cityofmadison.com/business/pw/documents/guidelines temporarynoparkingrestrictions.pdf

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 2 working days 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. The contractor shall notify The City

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of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 266-6585 or <u>JNash@cityofmadison.com</u> for questions on this spec.

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 WORK

The Contractor shall begin work on <u>APRIL 2, 2018</u>. The total time for completion of this contract is **NINETY (90) CALENDAR DAYS**.

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, and the agreed upon date must be determined prior to the preconstruction meeting.

SECTION 110.2: PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

BID ITEM 20101 - EXCAVATION CUT

Removal of any existing small timber retaining walls or planters, landscaping borders and small shrubs shall be considered incidental to this bid item.

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 work day. Mechanical street sweepers shall have the ability to collect debris and pre-wet pavement. Pre-wetting may be accomplished by a separate piece of equipment at the Contractors option. Mechanical street sweepers that brooms material into the air or directs debris towards terrace areas, without physical collection of material, shall not be considered acceptable. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

BID ITEM 20336 - PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2015 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.

BID ITEM 30208 – HAND FORMED CURB & GUTTER (TREE LOCATIONS)

When placing Hand Formed Curb & Gutter adjacent to existing trees, the Contractor shall minimize the excavation necessary for the curb to be installed. The excavated area shall be limited to a maximum of 6 Inches behind the back of curb. The Contractor shall coordinate work with City Forestry as required by the standard specifications.

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 1414 feet of new 8" PVC SDR-35/SDR-26 pipe and 747 feet of new sanitary lateral SDR-35/SDR-26, in order to reconnect or add 30 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 2015 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 1419 feet of new storm sewer of various sizes ranging from 12" to 54".

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 stall 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 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 (ULOs) 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.

As part of this project, laterals for some properties will require laterals to be stubbed out to the property line for future connection. Lateral locations at the property line shall be marked with a Sewer Electronic Marker (BID ITEM 50390) and a 4"x4" timber 8' long extended from the end of lateral to 1' above finished grade (considered incidental to sanitary sewer lateral). The sanitary lateral pipe shall be payable under Sanitary Sewer Lateral (BID ITEM 50353) and the sanitary lateral wye connections and the first five (5) feet of lateral pipe shall be payable under Reconnect Sanitary Sewer Lateral (BID ITEM 50355). Affected properties are noted on the utility plan and profile sheets.

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (100 sf) and 20 feet of curb and gutter removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50354 - RECONNECT SANITARY 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 reconnections. 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 2010 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.

BID ITEM 90030 - 54" PIPE PLUG

DESCRIPTION

This item shall include all work necessary to provide and install a pipe plug for the proposed 54" RCP stub.

METHOD OF MEASUREMENT

54" PIPE PLUG shall be measured as each complete unit.

BASIS OF PAYMENT

54" PIPE PLUG shall be measured as described above which shall be full compensation for all work, materials, and incidentals required to complete the work in accordance with the description.

BID ITEM 90031 - CONCRETE BEND

DESCRIPTION

Where shown on the plan utility sheets, the Contractor shall provide a pipe bend. This bend may be either field constructed or pre-fabricated bend.

Where precast sections are constructed, the bend shall be of like material. The interior of the joint shall be smith to match the interior of adjoining surfaces.

Where a field poured bend is constructed the bend shall be reinforced with welded wire fabric and shall utilize fiber reinforced concrete in the concrete collar itself. The interior or the joint shall be finished smooth to match the interior of adjoining surfaces.

METHOD OF MEASUREMENT

CONCRETE BEND shall be measured as each complete unit. Individual or multiple precast bend sections that are assembled to provide the total angle required will measured for payment as a single precast bend.

BASIS OF PAYMENT

CONCRETE BEND shall be paid as described above which shall be full compensation for all work, materials, equipment, and incidentals necessary to complete work as described above.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The Water Utility designer for the project is Adam Wiederhoeft. He may be contacted at (608) 266-9121 or awiederhoeft@madisonwater.org.

Water work included in this contract consists of furnishing and installing approximately 1350-feet of new 12-inch ductile iron water main, valves and hydrants on Westmorland Blvd. between Mineral Point Rd and Hillcrest Dr. The water work also includes various connections into cross streets on or between these streets.

Once the new systems have passed the required pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new, or designated existing water mains (unless the service is to be abandoned). Services will be reconnected to the new main as shown on the plans. Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector and will be paid under Bid Item 70053 – Replace 1-Inch Copper Service Lateral.

Additionally, backyard service laterals serving properties along the east side of the Westmorland Blvd. are to be replaced with new street-side laterals. The new street-side laterals to serve these properties, and any other properties designated on the plans, will be installed under Bid Item 70050 – Furnish and Install New 1-Inch Service Lateral – see Bid Item Special Provisions for more detailed information.

Refer to the Water System Impact Plan to prepare and review anticipated notification areas required for the various system connections associated with the water work in this Contract. Note that the phasing of construction and order of installation could alter the notification requirements for each subsequent connection. The Water System Impact Plan is prepared for the Contractors convenience and reference only, and represent each connection being executed with only the existing pre-construction system conditions in-service. Consult with the Water Utility Engineer and/or Water Utility Construction Inspector prior to installation of new water main segments to establish and confirm notification requirements prior to each water system connection.

Take all necessary precautions to protect the existing Madison Water Utility system and ensure its proper functioning during construction.

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

SECTION 702 <u>MATERIALS</u>

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

In addition to the construction methods required by the Standard Specifications, the following requirements apply to work under this Contract:

EXISTING WATER LATERALS LOCATED IN PROXIMITY OF PROPOSED SEWERS

Adjust elevation of existing copper laterals, as necessary, to accommodate the installation of the proposed sewer facilities. Any required adjustment of existing water laterals performed to accommodate elevations of proposed sewers is considered incidental to the construction of the sewer systems.

WATER SHUT-OFF AND NOTIFICATION REQUIREMENTS

In addition to the water shut-off and notification requirements in the Standard Specifications, the following requirements apply to work under this Contract:

MIDTOWN POLICE STATION - 4020 MINERAL POINT RD

Coordinate any water service interruptions to the Midtown Police Station site at least one week prior to the anticipated outage date. Coordinate lateral location with City/Miron Construction prior to proceeding with installation of main-line tee near STA: 103+51.2 on Westmorland Blvd.

Contact: Jonathan Evans, City of Madison Engineering/Facilities, Project Manager

Email: jevans@citvofmadison.com

Work Phone: (608) 243-5893

Contact: Nick Carolla, Miron Construction - Midtown Police Station Project Manager

Email: nick.carolla@miron-construction.com

Work Phone: (920) 203-2736

Contact: Ryan Ballweg, Miron Construction - Midtown Police Station Project Superintendent

Email: ryan.ballweg@miron-construction.com

Work Phone: (920) 969-7388

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

WN1	Replace the existing lead service with a new copper service.
WN2	Extend and reconnect the existing copper service to the new water main.
WN3	Existing service to be abandoned when water main is cut-off.
WN4	Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
WN5	Relocate the existing fire hydrant.
WN6	Abandon water valve access structure.
WN7	Furnish and install the new top section for the water access structure.
WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.

BID ITEM 70050 FURNISH AND INSTALL NEW 1-INCH SERVICE LATERAL

Services along the east side of Westmorland Blvd. are currently served off of an existing water main located in an easement along the back lot lines of these properties. These existing services are to be abandoned and replaced with services from the new water main in the Larkin St road right of way. The new services will be installed from the new water main, include the new curb stop, and extend to approximately the property line, or as designated on the plans. Property owners have been notified to privately reconnect their service to the new curb stop when their replacement service lateral becomes available. Coordinate as necessary with these residences, their private plumber, and the Water Utility to confirm the new service availability, and to establish the best location for the new service/curb stop.

BID ITEM 90001 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90002 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.



Construction • Geotechnical Consulting Engineering/Testing

November 22, 2017 C17051-23

Mr. Chris Dawson City of Madison Engineering Dept. City-County Building, Room 115 210 Martin Luther King, Jr. Blvd. Madison, WI 53703-3345

Re: Geotechnical Services

Westmorland Boulevard Area

Madison, Wisconsin

Dear Mr. Dawson:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, seven soil borings were drilled along Westmorland Boulevard between Mineral Point Road and Hillcrest Drive (B1 and B2); Hammersley Avenue between Westmorland Boulevard and Larkin Street (B3 – B5); Standish Court between Hillcrest Drive and Hammersley Avenue (B6) as well as along Alden Drive between Hillcrest Drive and Hammersley Avenue (B7). The borings were performed on August 22, 2017, at locations selected by City personnel. Proposed boring locations were marked out in the field by CGC personnel prior to drilling and are shown on a boring location plan (copy attached in Appendix A). The boring location plan may not reflect minor adjustments to the requested locations made to avoid underground and overhead utilities as well as other conflicts such as trees; however, actual boring locations are indicated on the individual boring logs. Elevations at the boring locations were estimated using topographic information obtained from Dane County DCi Map, while coordinates for boring locations were obtained using a hand-held GPS. Both the elevations and coordinates are indicated on the individual boring logs and should be considered approximate. The following paragraphs discuss our observations and provide opinions relative to pavement/utility construction.

SUBSURFACE PROGRAM & OBSERVATIONS

The borings were drilled to depths selected by City personnel utilizing the services of Badger State Drilling (under subcontract to CGC) using a truck-mounted, rotary CME 55 drill rig equipped with hollow-stem augers. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the full exploration depth at the boring locations. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).



Mr. Chris Dawson City of Madison Engineering Dept. November 22, 2017 Page 2

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made within the borings during and shortly after drilling, which are shown on the bottom of each boring log. Note groundwater was not encountered at the boring locations. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, nearby lake/stream stages, as well as other factors. Upon completion of drilling, the borings were backfilled to satisfy WDNR requirements (including surface patching) and the soil samples delivered to our laboratory for classification. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System (USCS). The final logs prepared by the engineer and a description of the USCS are presented in Appendix A.

The attached boring logs indicate that somewhat variable soil conditions exist beneath the pavement/base course at the boring locations. In general, 3 to 6 in. of asphalt pavement was present atop 2 to 7 in. of base course. The base course was underlain by 3 to 7 ft of clay soils resting atop 3.5 to 11 ft of granular soils which extended to the full boring depth. As exceptions, no clay soils were encountered at B3 and B5, while 1 ft of clay soils extending to the full boring depth were present *beneath* granular soils at B7. In addition, portions of the granular soils at B3, B4 and B5 were considered to be *silts*. Please refer to the final logs included in Appendix A for additional information specific to a boring location.

PAVEMENT/UTILITY CONSTRUCTION

General

In our opinion, the generally clayey soils encountered beneath the base course may or may not prove satisfactory for proposed roadway support. Where areas of softer clays are encountered (such as where pocket penetrometer values are near 1.5 tsf or less), they may need to be undercut/removed and replaced with granular fill or additional base course. Furthermore, significant construction traffic could destabilize the existing materials and increase the potential for undercuts. Granular materials should be thoroughly compacted and evaluated for stability before the placement of additional fill and/or base course. Pockets of excessively organic soil should also be removed. Standard earthwork-related techniques that should be used during roadway construction include:

- Proof-rolling of the exposed subgrades;
- Undercutting and/or stabilization in soft areas; and
- Compaction control of fill/backfill materials.

Where a utility alignment coincides with soft/loose conditions (such as those encountered at B5, B6 and B7), we recommend that increased bedding thicknesses, possibly underlain by a geotextile, be considered.



Mr. Chris Dawson City of Madison Engineering Dept. November 22, 2017 Page 3

Pavement Design

Clays will control the pavement design, as we anticipate that the pavement subgrades will generally consist of clay soils. The following *generalized* parameters should be used to develop the design pavement section (which are considered conservative in sandy areas):

AASHTO classification	A-6
Frost group index	F-3
Design group index	14
Soil support value	3.9
Subgrade modulus, k (pci)	125
Estimated percent shrinkage	20 - 30
Estimated CBR value	2-5

Assuming traffic volumes of up to 3000 cars and 100 trucks per day per design lane for the roadways encompassed by this project, a typical pavement design per WDOT Standard Specifications should meet E-1 (LT) requirements. If one or more of the roadways encompassed by this project is considered a local business/arterial street, we estimate a range of 51 to 275 design daily ESALs (18,000 pound Equivalent Single Axle Loads) will be experienced. A typical pavement design per WDOT Standard Specifications should then meet E-3 (MT) requirements.

Compaction Requirements

Regarding utility construction, we anticipate that imported sands will at times be required for use as backfill which is a typical requirement for City projects. On-site sands could be considered for reuse as trench backfill but they should be separated from any clay soils and selectively stockpiled. Moisture conditioning could be necessary to achieve desired compaction levels. Silt soils should *not* be considered for reuse as backfill. We recommend that at least a level of 95% compaction be achieved within backfill material placed within the final 3 feet below finished subgrades (including undercut backfill - if any), with 90% compaction required at depths greater than 3 feet. The specified levels of compaction are based on modified Proctor methods (ASTM D1557). Also, the backfill material should be placed and compacted in accordance with our Recommended Compacted Fill Specifications presented in Appendix B.



Mr. Chris Dawson City of Madison Engineering Dept. November 22, 2017 Page 4

We appreciate the opportunity to be of service on this project and look forward to working with you as it proceeds. Other information regarding this report and its limitations is included in Appendix C.

We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,

CGC, Inc.

Michael N. Schultz, P.B

Principal/Consulting Professional

Encl: As stated

cc:

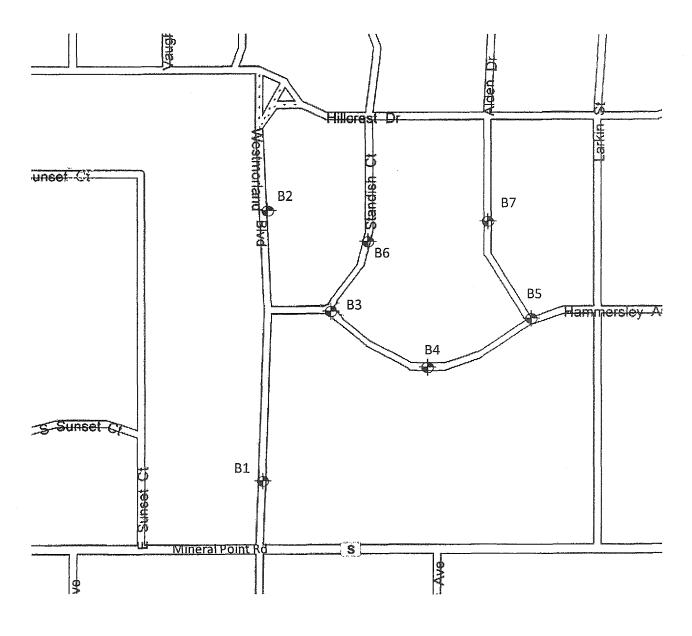
Ms. Johanna Johnson, City of Madison, Eng. Division

Ms. Christy Bachmann, City of Madison, Eng. Division

Mr. Adam Wiederhoeft, Madison Water Utility

APPENDIX A

SOIL BORING LOCATION PLAN LOGS OF TEST BORINGS (7) LOG OF TEST BORING-GENERAL NOTES UNIFIED SOIL CLASSIFICATION SYSTEM





Denotes Boring Location

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



Scale: Reduced

Date: 9/2017 Job No. C17051-23

CGC, Inc.

Soil Boring Location Plan Westmorland Boulevard Area Madison, WI



Project Westmorland Boulevard Area
Westmorland: 165'N of Mineral Pt, 7'E of CL
Location Madison, WI

Boring No.		1
Surface Elev	vation (ft)	1010±
Job No	C1705	1-23
Sheet	1 of	1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 SAMPLE **SOIL PROPERTIES** VISUAL CLASSIFICATION Depth and Remarks Moist No. LL LI (qa) (in.) (ft) 4 in. Asphalt Pavement/6 in. Base Course $\overline{\mathsf{M}}$ 5 Medium Stiff to Stiff, Brown Lean CLAY (CL) (0.75)2 9 16 M (1.0)3 M 26 (0.75)Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & 16 18 Boulders (SM) 5 16 M 20 6 18 M 16 End of Boring at 15 ft Backfilled with bentonite chips and asphalt patch (N 43° 03.673', W 89° 26.620') WATER LEVEL OBSERVATIONS **GENERAL NOTES** 8/22/17 While Drilling ∇ NW Upon Completion of Drilling Start 8/22/17 End Time After Drilling Driller BSD Chief MC Rig CME-55 ▼ Logger MG Editor ESF Depth to Water Depth to Cave in Drill Method 2.25" HSA; Autohammer

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



Project Westmorland Boulevard Area
Westmorland, 310'N of Hammersley, 7'E of CL
Location Madison, WI

Boring No.	<u> </u>)
Surface Elev	ation (ft)	1004±
Job No	C17051	-23
Sheet	_1_ of	1

	2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887											
	SAMPLE			T .		VISUAL CLASSIFICATION			PRO	PEF	RTIE	S
No.	Rec P (in.)	Moist	N	Depth (ft)		and Remarks		qu (qa) (tsf)	W	LL	PL	LI
				<u>_</u> ·	X	5 in. Asphalt Pavement/6 in. Base Course						
1	10	M	6	- - -		Medium Stiff to Stiff, Brown Lean CLAY	(CL)	(1.0)				
2	12	M	20			Medium Dense, Brown Fine to Medium SA Some Silt and Gravel, Scattered Cobbles &						
3	7	M	23	- - - - - -		Boulders (SM)						
4	12	M	19									
5	16	M	76			Becoming very dense near 11 ft						
6	12	M	50/5"	- - 								
						End of Boring at 15 ft Backfilled with bentonite chips and aspha (N 43° 03.812', W 89° 26.621')	alt patch		-			
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Boring No. 3 Project Westmorland Boulevard Area Surface Elevation (ft) 1006± Hammersley: 10'SE of Standish, Near CL
Location Madison, WI Job No. **C17051-23** Sheet <u>1</u> of <u>1</u>

				292	Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608)	288-7887				
SAMPLE			VISUAL CLASSIFICATION	SOIL	PRO	PEF	₹TIE	S		
No.	T Y Re P (in	Moist	N	Depth (ft)	and Remarks	qu (qa) (tsf)	w	LL	PL	LI
					6 in. Asphalt Pavement/7 in. Base Course					
1	8	M	12	- - - -	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)					-
	1	1 14	12	<u> </u>						
2	1	4 M	13							
				<u> -</u>						
3	1	3 M	16	 - - .	eri Ori Ori					
				 	Medium Dense, Light Brown Silty Fine SAND,	-				
4	1	5 M	27		Little Gravel (SM)					
				H	Dense to Very Dense, Light Brown Sandy SILT					
5	1	B M	48	 - - -	(ML)					
				 						
6	18	B M	53	<u> </u>						
		_		⊢ 1 15−	Very Dense, Light Brown Fine SAND, Trace Silt					
				<u>-</u>	(SP) End of Boring at 15 ft					
				<u>-</u> -	Backfilled with bentonite chips and asphalt patch					
					(N 43° 03.742', W 89° 26.572')			-		`
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Project Westmorland Boulevard Area
Hammersley: 255'SE of Standish, 10'N of CL
Location Madison, WI

Boring No. 4

Surface Elevation (ft) 1008±

Job No. C17051-23

Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 SAMPLE SOIL PROPERTIES VISUAL CLASSIFICATION Depth and Remarks (qa) Moist No. (in.) (ft) (tsf) 5 in. Asphalt Pavement/5 in. Base Course 1 Stiff to Medium Stiff, Brown Lean CLAY (CL) M (1.75)2 12 M (0.75)Medium Dense, Light Brown Silty Fine SAND, Little Gravel to Light Brown Sandy SILT (SM/ML) 12 \overline{M} 18 Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and 14 12 Boulders (SM) Medium Dense to Dense, Light Brown Sandy SILT, Occasional Clay Seams/Lenses (ML) 5 16 M 22 6 16 M 34 End of Boring at 15 ft Backfilled with bentonite chips and asphalt patch (N 43° 03.733', W 89° 26.536') **GENERAL NOTES** WATER LEVEL OBSERVATIONS 8/22/17 End 8/22/17 ∇NW Upon Completion of Drilling Start While Drilling Driller BSD Chief MC Rig CME-55 Time After Drilling Logger MG Editor ESF Depth to Water Drill Method 2.25" HSA; Autohammer Depth to Cave in

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



Project Westmorland Boulevard Area
Hammersley: 10'NE of Alden, 8'SE of CL
Location Madison, WI

Boring No.	;	5
Surface Elev	ation (ft)	1015±
Job No.	C1705	1-23
Sheet	.1 of	11

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 **SOIL PROPERTIES SAMPLE** VISUAL CLASSIFICATION and Remarks Depth Rec LI (qa) Moist (ft) (in.) (tsf) 4 in. Asphalt Pavement/2 in. Base Course Loose to Medium Dense, Brown Fine to Medium 1AS M 6 SAND. Some Silt and Gravel, Scattered Cobbles & Boulders (SM) 2 M 10 3 13 Medium Dense, Light Brown Fine SAND, Trace Silt (SP) 12 M 16 Dense, Light Brown SILT, Trace Clay (ML) 45 5 18 M 6 18 M 44 End of Boring at 15 ft Backfilled with bentonite chips and asphalt patch (N 43° 03.752', W 89° 26.456') **GENERAL NOTES** WATER LEVEL OBSERVATIONS 8/22/17 End Start 8/22/17 Δ NM Upon Completion of Drilling While Drilling Driller BSD Chief MC Rig CME-55 Time After Drilling Logger MG Editor ESF Depth to Water Drill Method 2.25" HSA; Autohammer Depth to Cave in The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

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Project Westmorland Boulevard Area Surfa
Standish: 270'S of Hillcrest, 5'W of CL
Location Madison, WI Shee

 Boring No.
 6

 Surface Elevation (ft)
 1013±

 Job No.
 C17051-23

 Sheet
 1 of
 1

				292	1 Per	ry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887				
SAMPLE				VISUAL CLASSIFICATION		SOIL	PRO	PEF	RTIE	S	
No.	Rec (in.)	Moist	И	Depth (ft)		and Remarks	qu (qa) (tsf)	w	LL	PL	LI
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				<u> </u>							
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				L			(0.3)				
				j 5							
						Medium Dense, Brown Fine to Medium SAND,					
3	12	M	16	 -	iii	Some Silt and Gravel, Scattered Cobbles &				ŀ	
				<u>L_</u> I	iji	Boulders (SM)					
	1			<u></u>							
	1 4		0.1			Dense, Light Brown Silty Fine SAND, Little Gravel					
4	14	M	31	 	i (i	(SM)					
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6	16	M	44	<u> </u>							
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		!		 -		Backfilled with bentonite chips and asphalt patch					
				 		(N 43° 03.791', W 89° 26.554')					
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While Time		ıng Drillir		YV	·		22/17 End BSD Chief	8/22/ M(#/ C R	ig CN	1E-55
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The soi	strat l type	illicat s and	the t	ınes re ransiti	on ma	ent the approximate boundary between ay be gradual.					



Project Westmorland Boulevard Area
Alden: 250'S of Hillcrest, 5'E of CL
Location Madison, WI

 Boring No.
 7

 Surface Elevation (ft)
 1017±

 Job No.
 C17051-23

 Sheet
 1 of
 1

				- 292	1 Perry	Street, Madison, WI 53713 (608) 288-410	00, FAX (608)	288-7887				
SAMPLE					VISUAL CLASSIFICATIO	N	SOIL	PRO	PEF	RTIE	S	
No.	Y Rec P (in.)	Moist	И	Depth (ft)		and Remarks		qu (qa) (tsf)	W	LL	PL	LI
				L L	6	in. Asphalt Pavement/7 in. Base Course	;					i
1	1	M	5	- - - -	F	Hard, Brown Lean CLAY (CL)		(4.5+)				
				 	\overline{s}	tiff to Soft, Brown Lean CLAY (CL)						
2	16	M	9	Γ ⊢ L Ι _			. :	(1.25)				
3	16	M	4	- - -								
			·	- - -	M	Nottled with Trace to Little Sand Near 7	ft	(0.3)		·		
	10	3.4		<u> </u>			:					····
4	18	M	5	 				(0.3)				
				_	$\frac{1}{N}$	Medium Dense, Brown Fine to Medium S	SAND,					
5	18	M	20	- -		ome Silt and Gravel, Scattered Cobbles & coulders (SM)	&					
			1									
6	18	M/W	9		S	tiff, Light Brown Lean CLAY (CL)		(1.25)				
				— 15— —		End of Boring at 15 ft						
			 			Backfilled with bentonite chips and asph	alt patch					-
			ļ Į	-		(N 43° 03.800', W 89° 26.487')						
			 	-								
			 	_ 20_								
			WA	TER	LEVI	EL OBSERVATIONS	G	ENERAL	_ NO	TES		
Time Deptl	to W	Drillin ater	<u>⊽</u> N g	W	Upo:		Driller B S Logger M	G Editor	ESI	Ri		IE-55
	to Ca		ion 1	nes rer	resent		Drill Method	2,25" H	SA; A	itoha	mmei	•
1116	1 tuno		#3	cannitic	n man h	ne gradual						

CGC, Inc.

LOG OF TEST BORING

General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders	_	
Gravel: Coarse		
Fine	4.76 mm to ¾"	#4 to ¾"
Sand: Coarse	2.00 mm to 4.76 mm	#10 to #4
Medium	0.42 to mm to 2.00 mn	1 #40 to #10
Fine	0.074 mm to 0.42 mm.	#200 to #40
Silt	0.005 mm to 0.074 mm	Smaller than #200
Clay	Smaller than 0.005 mn	n Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

Relative Density

Physical Characteristics	Term	"N" Value
Color, moisture, grain shape, fineness, etc.	Very Loose	0 - 4
Major Constituents	Loose	4 - 10
Clay, silt, sand, gravel	Medium Den	se10 - 30
Structure	Dense	30 - 50
Laminated, varved, fibrous, stratified, cemented, fissured, etc.	Very Dense.	Over 50
Geologic Origin		

Relative Proportions Of Cohesionless Soils

Glacial, alluvial, eolian, residual, etc.

Consistency

Proportional	Defining Range by	Term	q _u -tons/sq. ft
Term	Percentage of Weight	Very Soft	0.0 to 0.25
		Soft	0.25 to 0.50
Trace	0% - 5%	Medium	0.50 to 1.0
Little	5% - 12%	Stiff	1.0 to 2.0
Some	12% - 35%	Very Stiff	2.0 to 4.0
And	35% - 50%	Hard	Over 4.0

Organic Content by Combustion Method

Plasticity

Soil Description	Loss on Ignition	<u>Term</u>	Plastic Index
Non Organic	Less than 4%	None to Slight.	0 - 4
Organic Silt/Clay	4 - 12%	Slight	5 - 7
Sedimentary Peat	12% - 50%	Medium	8 - 22
Fibrous and Woody F	Peat More than 50%	High to Very Hi	gh Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

SYMBOLS

Drilling and Sampling

CS - Continuous Sampling

RC - Rock Coring: Size AW, BW, NW, 2"W

RQD - Rock Quality Designation

RB - Rock Bit/Roller Bit

FT - Fish Tail

DC - Drove Casing

C - Casing: Size 2 1/2", NW, 4", HW

CW - Clear Water

DM - Drilling Mud

HSA - Hollow Stem Auger

FA - Flight Auger

HA - Hand Auger

COA - Clean-Out Auger

SS - 2" Dia. Split-Barrel Sample

2ST - 2" Dia. Thin-Walled Tube Sample

3ST - 3" Dia. Thin-Walled Tube Sample

PT - 3" Dia. Piston Tube Sample

AS - Auger Sample

WS - Wash Sample

PTS - Peat Sample

PS - Pitcher Sample

NR - No Recovery

S - Sounding

PMT - Borehole Pressuremeter Test

VS - Vane Shear Test

WPT - Water Pressure Test

Laboratory Tests

qa - Penetrometer Reading, tons/sq ft

qa - Unconfined Strength, tons/sq ft

W - Moisture Content, %

LL - Liquid Limit, %

PL - Plastic Limit, %

SL - Shrinkage Limit, %

LI – Loss on Ignition

D - Dry Unit Weight, Ibs/cu ft

pH - Measure of Soil Alkalinity or Acidity

FS - Free Swell, %

Water Level Measurement

∇- Water Level at Time Shown

NW - No Water Encountered

WD - While Drilling

BCR – Before Casing Removal

ACR - After Casing Removal

CW - Cave and Wet

CM - Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

T HALLENS CO		100:-	TOATION AND OVERSON OUT TO				
UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART							
COARSE-GRAINED SOILS							
(more than 50% of material is larger than No. 200 sieve size)							
	GW		Gravels (Less than 5% fines) Well-graded gravels, gravel-sand mixtures, little or no fines				
GRAVELS More than 50% of		GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines				
coarse fraction	Bilini	Gravels	with fines (More than 12% fines)				
larger than No. 4 sieve size	2400411 2400411 2400411	GM	Silty gravels, gravel-sand-silt mixtures				
		GC	Clayey gravels, gravel-sand-clay mixtures				
		Clean S	ands (Less than 5% fines)				
		SW	Well-graded sands, gravelly sands, little or no fines				
SANDS 50% or more of		SP	Poorly graded sands, gravelly sands, little or no fines				
coarse fraction smaller than No. 4		Sands v	vith fines (More than 12% fines)				
sieve size		SM	Silty sands, sand-silt mixtures				
		sc	Clayey sands, sand-clay mixtures				
		FINE-0	GRAINED SOILS				
(50% or m	ore of n	naterial	is smaller than No. 200 sieve size.)				
SILTS AND		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity				
CLAYS Liquid limit less than 50%		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays				
a.m. 00%		OL	Organic silts and organic silty clays of low plasticity				
SILTS AND		мн	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts				
CLAYS Liquid limit 50% or		СН	Inorganic clays of high plasticity, fat clays				
greater		ОН	Organic clays of medium to high plasticity, organic silts				
HIGHLY ORGANIC SOILS	77. 7. 7. 7.1.	PT	Peat and other highly organic soils				

	LABORATORY CLASSIFICATION CRITERIA										
G	GW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_C = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3										
GP Not meeting all gradation requirements for GW											
G	eM.		-	s below s than 4					.l. betw		
c	GC.	Atterberg limts above "A" use of dual symbols line or P.I. greater than 7							equi in	3	
SW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_C = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3											
SP Not meeting all gradation requirements for GW											
S	M			s below s than 4		Limits	_				
s	SC .		-	s above reater ti						rderline symbols	
Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than 5 percent											
	PLASTICITY CHART										
ASTICITY INDEX (PI) (%)							СН		A LINI		
LASTICIT		†		CL				,		20,	

LIQUID LIMIT (LL) (%)

APPENDIX B

RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX B

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

General Fill Materials

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. Fill containing rock, boulders or concrete pieces should include sufficient finer material to fill voids among the larger fragments.

Special Fill Materials

In certain cases, special fill materials may be required for specific purposes, such as stabilizing subgrades, backfilling undercut excavations or filling behind retaining walls. For reference, WisDOT gradation specifications for various types of granular fill are attached in Table 1.

Placement Method

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 2. Note that these compaction guidelines would generally not apply to coarse gravel/stone fill. Instead, a method specification would apply (e.g., compact in thin lifts with a vibratory compactor until no further consolidation is evident).

Testing Procedures

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisture-maximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.

Table 1
Gradation of Special Fill Materials

Material	WisDOT Section 311	WisDOT Section 312	WisDOT Section 305			WisDOT Section 209		WisDOT Section 210
Iviatorial	Breaker Run	Select Crushed Material	3-in. Dense Graded Base	1 1/4-in. Dense Graded Base	3/4-in. Dense Graded Base	Grade 1 Granular Backfill	Grade 2 Granular Backfill	Structure Backfill
Sieve Size				Percent Pa	ssing by Weigh	t		
6 in.	100							
5 in.		90-100						
3 in.			90-100					100
1 1/2 in.		20-50	60-85					
1 1/4 in.				95-100				
1 in.					100			
3/4 in.			40-65	70-93	95-100			
3/8 in.				42-80	50-90			
No. 4			15-40	25-63	35-70	100 (2)	100 (2)	25-100
No. 10		0-10	10-30	16-48	15-55			
No. 40			5-20	8-28	10-35	75 (2)		
No. 100						15 (2)	30 (2)	
No. 200			2-12	2-12	5-15	8 (2)	15 (2)	15 (2)

Notes:

- 1. Reference: Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.
- 2. Percentage applies to the material passing the No. 4 sieve, not the entire sample.
- 3. Per WisDOT specifications, both breaker run and select crushed material can include concrete that is 'substantially free of steel, building materials and other deleterious material'.

Table 2
Compaction Guidelines

	Percent Compaction (1)			
Area	Clay/Silt	Sand/Gravel		
Within 10 ft of building lines				
Footing bearing soils	93 - 95	95		
Under floors, steps and walks				
- Lightly loaded floor slab	90	90		
- Heavily loaded floor slab and thicker fill zones	92	95		
Beyond 10 ft of building lines				
Under walks and pavements				
- Less than 2 ft below subgrade	92	95		
- Greater than 2 ft below subgrade	90	90		
Landscaping	85	90		

Notes:

1. Based on Modified Proctor Dry Density (ASTM D 1557)

APPENDIX C

DOCUMENT QUALIFICATIONS

APPENDIX C DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. And no one - not even you - should apply the report for any purpose or project except the one originally contemplated.

READ THE FULL REPORT

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- · not prepared for you,
- · not prepared for your project,
- · not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- · composition of the design team, or project ownership.

As a general rule, always inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.

SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most

effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

Do not over-rely on the confirmation-dependent recommendations included in your report. Those confirmation-dependent recommendations are not final, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. CGC cannot assume responsibility or liability for the report's confirmation-dependent recommendations if we do not perform the geotechnical-construction observation required to confirm the recommendations' applicability.

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical engineering report. Confront that risk by having CGC participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

DO NOT REDRAW THE ENGINEER'S LOGS

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, but recognize that separating logs from the report can elevate risk.

GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. Be sure constructors have sufficient time to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

READ RESPONSIBILITY PROVISIONS CLOSELY

Some clients, design professionals, and constructors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic

expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

ENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques, and personnel used to perform an environmental study differ significantly from those used to perform a geotechnical study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

Modified and reprinted with permission from:

Geotechnical Business Council of the Geoprofessional Business Association 8811 Colesville Road, Suite G 106 Silver Spring, MD 20910



December 29, 2017

Department of Public Works

Engineering Division

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

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Principal Engineer 1 Christina M. Bachmann, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Mapping Section Manager Eric T. Pederson, P.S.

> Financial Manager Steven B. Danner-Rivers

NOTICE OF ADDENDUM

ADDENDUM NO. 1

CONTRACT NO. 8058

WESTMORLAND BOULEVARD 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:

DELETE SECTION 109.2 PROSECUTION OF WORK AND REPLACE WITH THE FOLLOWING:

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall complete all work on or before <u>JULY 31, 2018</u>. The total time for completion of this contract is <u>NINETY (90) CALENDAR DAYS</u>.

The Contractor shall complete all work required to provide new sanitary sewer service for the Mid-Town Police Station by MAY 18, 2018.

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer threes (3) weeks in advance of the selected start date.

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

Electronic version of these documents can be found on the Bid Express web site at: http://www.bidexpress.com

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

Sincerely,

Robert F. Phillips, P.E. City Engineer

RFP:CMB



Department of Public Works

Engineering Division

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

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Principal Engineer 1 Christina M. Bachmann, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Mapping Section Manager Eric T. Pederson, P.S.

> Financial Manager Steven B. Danner-Rivers

January 2, 2018

NOTICE OF ADDENDUM ADDENDUM NO. 2 CONTRACT NO. 8058 WESTMORLAND BOULEVARD 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:

DELETE THE 4^{TH} PARAGRAPH OF SECTION 107.7 MAINTENANCE OF TRAFFIC AND REPLACE WITH THE FOLLOWING:

SECTION 107.7

MAINTENANCE OF TRAFFIC

4TH PARAGRAPH

Westmorland Blvd.

Westmorland Blvd. may be closed to through traffic at the project limits for the duration of the project. The outside westbound traffic lane on Mineral Point Rd at Westmorland Blvd. may be closed during offpeak hours for up to six (6) days. The work area shall be fully open to traffic on a hard surface overnight and when work is not being done.

PROPOSAL:

One item has been revised in the proposal. See below for a summary of the item that have been revised. Refer to the proposal for the information.

ITEMS:

Action	Bid Item	Description	Original Qty.	New Qty.
REMOVE	50226	UTILITY TRENCH PATCH TYPE III	155 S.Y.	
ADD	50225	UTILITY TRENCH PATCH TYPE III		155 T.F.

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

Electronic version of these documents can be found on the Bid Express web site at: http://www.bidexpress.com

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

RFP:AJZ

Sincerely,

Robert F. Phillips, P.E. City Engineer

SECTION E: BIDDERS ACKNOWLEDGEMENT

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8058

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 - 2017 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
2.	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) 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 AVISI (1905)
	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.
phres.	
SIGNATU	IDE TO THE TOTAL PROPERTY OF THE TOTAL PROPE
AVA.	actiff. F
1/10	COUCHI
TITUE, IF	ANY

Bidders shall not add any conditions or qualifying statements forthis Proposal.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires

Contract 8058 - Parisi Construction Co., Inc.

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
	des combined.
	No available trade training program; The Contractor has been rejected by the only available
trac	de 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, vided 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 emption but intends to comply on all future contracts and is taking steps typical of a "good
	n" effort.
Π	Contractor has been in business less than one year.
	Contractor doesn't have enough journeyman trade workers to qualify for a trade training
pro	gram in that respective trade.
	An exemption is granted in accordance with a time period of a "Documented Depression" as
defi	ined 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 the project.	ıis
LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)	S
BRICKLAYER	
CARPENTER	
CEMENT MASON / CONCRETE FINISHER	
CEMENT MASON (HEAVY HIGHWAY)	
CONSTRUCTION CRAFT LABORER	
DATA COMMUNICATION INSTALLER	
ELECTRICIAN	
□ ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTAL	L/
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	•

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8058

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: Misi Construction to Inc.
Address: 508 S. Nine Mound Rd Verona, WI 53593
Telephone Number: 68 848,599 Fax Number: 608 848 5992
Contact Person/Title: Kober+ Endres
Prime Bidder Certification
1, ROBEN ENOWES, VP of
Name / Title
Kansi Construction Co./nc certify that the information
Company
contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.
opinion () and object to the object to the object of the
hutter 1/2
MUMMOVV — / C ~
Witness', Signature Bidder's Signature
1/4/10
Date /

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8058

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Bullet	Trucking	4 %
		%
		%
		%_
		%
		%
		%
		%
		%
		%_
		%
		%
		%
Subtotal SBE who are NOT suppliers:		%
SBE Subcontractors Who Are Suppliers	-	
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
	and the second s	%
		%
	·	%
	· · · · · · · · · · · · · · · · · · ·	%
		%
	The state of the s	%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBE Utilization:	<u>#</u> %.	

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8058

DATE: 1/4/18

Parisi Construction Co., Inc.

			-
ltem	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$5,600.00	\$5,600.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD	••		
DAYS	10.00	\$20.50	\$205.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE			
MESSAGE - DAYS	20.00	\$61.00	\$1,220.00
10801 - ROOT CUTTING - CURB & GUTTER - L.F.	40.00	\$12.75	\$510.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$100,000.00	\$100,000.00
20101 - EXCAVATION CUT	-	+ ,	+
C.Y.	2600.00	\$19.25	\$50,050.00
20130 - UNDERDRAIN - L.F.	600.00	\$15.00	\$9,000.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)	000.00	Ψ10.00	ψ5,000.00
- S.Y.	1100.00	\$0.80	\$880.00
20219 - BREAKER RUN - TON	800.00	\$9.60	\$7,680.00
	3125.00		
20221 - TOPSOIL - S.Y.		\$5.30	\$16,562.50
20303 - SAWCUT BITUMINOUS PAVEMENT - L.F.	290.00	\$1.60	\$464.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	2940.00	\$2.50	\$7,350.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	4300.00	\$2.60	\$11,180.00
20401 - CLEARING - I.D.	42.00	\$82.00	\$3,444.00
20402 - GRUBBING - I.D.	42.00	\$71.00	\$2,982.00
20701 - TERRACE SEEDING - S.Y.	3125.00	\$1.80	\$5,625.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	3125.00	\$1.50	\$4,687.50
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	2500.00	\$16.50	\$41,250.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	130.00	\$16.50	\$2,145.00
30205 - TYPE 'E' CONCRETE CURB & GUTTER - L.F.	40.00	\$25.00	\$1,000.00
30207 - TYPE 'H' CONCRETE CURB & GUTTER - L.F.	270.00	\$25.00	\$6,750.00
30208 - HAND FORMED CURB & GUTTER (TREE LOCATIONS) -		7_0.00	40,,00,00
L.F.	40.00	\$28.00	\$1,120.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	1500.00	\$6.00	\$9,000.00
30302 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	3600.00	\$6.00	\$21,600.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	280.00	\$9.00	\$2,520.00
30340 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	112.00	\$41.50	\$4,648.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO		#45.50	#00 050 00
1 - TON	1500.00	\$15.50	\$23,250.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO		* 15.50	^~~ ~~~~~~
2 - TON	2400.00	\$15.50	\$37,200.00
40201 - HMA PAVEMENT TYPE E-0.3 - TON	1000.00	\$62.00	\$62,000.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	30.00	\$40.00	\$1,200.00
60941 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE			
REFLECTIVE, DOUBLE LINE, 4-INCH - L.F.	250.00	\$2.00	\$500.00
60943 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE	,		
REFLECTIVE, LINE, 8-INCH - L.F.	250.00	\$1.00	\$250.00
90001 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POST	S -		
EACH	30.00	\$21.50	\$645.00
90002 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASE	:S -	•	·
EACH	30.00	\$6.10	\$183.00
20217 - CLEAR STONE - TON	500.00	\$15.50	\$7,750.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$410.00	\$2,050.00
21011 - CONSTRUCTION ENTRANCE - EACH	4.00	\$130.00	\$520.00
21011 - CONSTITUTION LINITIANISE - LACIT	4.00	. ψ150.00	φυΖυ.υυ

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8058

DATE: 1/4/18

Parisi Construction Co., Inc.

Design to the second of the se	O+:+	Deles	F-4
Item	Quantity	Price	Extension
21013 - STREET SWEEPING - LUMP SUM	1.00	\$500.00	\$500.00
21015 - STREET CONSTRUCTION STONE BERM - EACH	9.00	\$130.00	\$1,170.00
21046 - INLET PROTECTION, TYPE A - PROVIDE & INSTALL -	2.00	¢4.40.00	#400.00
EACH 24047 INJET PROTECTION TYPE A MAINTAIN FACH	3.00	\$140.00	\$420.00
21047 - INLET PROTECTION, TYPE A - MAINTAIN - EACH	2.00	\$40.75	\$81.50
21048 - INLET PROTECTION, TYPE A - REMOVE - EACH	3.00	\$40.75	\$122.25
21056 - INLET PROTECTION TYPE D HYBRID - PROVIDE &	00.00	# 400.00	#0.000.00
INSTALL - EACH	28.00	\$120.00	\$3,360.00
21057 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	40.00	\$61.00	\$2,440.00
21058 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	28.00	\$61.00	\$1,708.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	140.00	\$55.00	\$7,700.00
50741 - TYPE H INLET - EACH	10.00	\$2,300.00	\$23,000.00
20311 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	7.00	\$540.00	\$3,780.00
20313 - REMOVE INLET - EACH	6.00	\$560.00	\$3,360.00
20314.1 - REMOVE PIPE (STORM) - L.F.	170.00	\$35.00	\$5,950.00
20336.1 - PIPE PLUG (STORM) - ÉACH	20.00	\$130.00	\$2,600.00
50201 - ROCK EXCAVATION (UNDISTRIBUTED) - C.Y.	120.00	\$40.00	\$4,800.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1419.00	\$1.00	\$1,419.00
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	227.50	\$62.00	\$14,105.00
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	676.50	\$65.00	\$43,972.50
50404 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	149.00	\$71.00	\$10,579.00
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	8.00	\$96.00	\$768.00
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	19.50	\$98.00	\$1,911.00
50412 - 54 INCH TYPE I RCP STORM SEWER PIPE - L.F.	198.50	\$210.00	\$41,685.00
50499 - CONCRETE COLLAR - EACH	4.00	\$430.00	\$1,720.00
50723 - 3'X3' STORM SAS - EACH	6.00	\$2,400.00	\$14,400.00
50724 - 4'X4' STORM SAS - EACH	3.00	\$3,100.00	\$9,300.00
50726 - 6'X6' STORM SAS - EACH	1.00	\$9,600.00	\$9,600.00
50767 - TERRACE INLET TYPE 2 - EACH	2.00	\$5,700.00	\$11,400.00
50792 - STORM SEWER TAP - EACH	3.00	\$1,100.00	\$3,300.00
50793 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	1.00	\$2,000.00	\$2,000.00
50801.1 - UTILITY LINE OPENING (STORM) - EACH	10.00	\$990.00	\$9,900.00
90030 - 54" PIPE PLUG - EACH	1.00	\$950.00	\$950.00
90031 - CONCRETE BEND - EACH	1.00	\$1,800.00	\$1,800.00
20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) -	, , , , , , , , , , , , , , , , , , , ,	+ -,	4 1,222122
EACH	4.00	\$540.00	\$2,160.00
20314 - REMOVE PIPE (SANITARY) - LF	27.00	\$36.75	\$992.25
20331 - ABANDON SEWER ACCESS STRUCTURE (SANITARY) -		•	•
EACH	1.00	\$560.00	\$560.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	2160.50	\$1.00	\$2,160.50
50301 - 8" PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	1413.50	\$94.00	\$132,869.00
50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	747.00	\$15.50	\$11,578.50
50355 - RECONNECT SANITARY SEWER LATERAL - EACH	30.00	\$1,800.00	\$54,000.00
50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$500.00	\$500.00
50701 - 4' DIA SAS - EACH	9.00	\$3,900.00	\$35,100.00
50771 - INTERNAL CHIMNEY SEAL - EACH	1.00	\$390.00	\$390.00
50390 - SEWER ELECTRONIC MARKERS - EACH	64.00	\$47.25	\$3,024.00
50781 - 8 INCH SANITARY SEWER OUTSIDE DROP - V.F.	12.12	\$210.00	\$2,545.20

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8058

DATE: 1/4/18

Parisi Construction Co., Inc.

ltem	Quantity	Price	Extension
50791 - SANITARY SEWER TAP - EACH	3.00	\$2,500.00	\$7,500.00
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	155.00	\$50.00	\$7,750.00
50801 - UTILITY LINE OPENING (ULO) - EACH	1.00	\$1,000.00	\$1,000.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	100.00	\$85.00	\$8,500.00
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	130.00	\$92.00	\$11,960.00
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	1365.00	\$92.00	\$125,580.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	6.00	\$1,900.00	\$11,400.00
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	1.00	\$2,300.00	\$2,300.00
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	4.00	\$3,900.00	\$15,600.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	4.00	\$4,500.00	\$18,000.00
70050 - FURNISH AND INSTALL NEW 1-INCH SERVICE LATERAL -		•	
EACH	10.00	\$2,000.00	\$20,000.00
70053 - REPLACE 1-INCH COPPER SERVICE LATERAL - L.F.	2.00	\$2,800.00	\$5,600.00
70056 - RECONNECT 1-INCH SERVICE LATERAL - EACH	17.00	\$1,600.00	\$27,200.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM -			
EACH	3.00	\$2,000.00	\$6,000.00
70082 - CUT OFF EXISTING WATER MAIN - EACH	2.00	\$2,000.00	\$4,000.00
70090 - ABANDON WATER VALVE BOX - EACH	7.00	\$250.00	\$1,750.00
70101 - FURNISH AND INSTALL STYROFOAM - L.F.	184.00	\$20.50	\$3,772.00
70104 - ADJUST WATER VALVE BOX - EACH	2.00	\$250.00	\$500.00
99 Items	Totals		\$1,217,113.70



Department of Public Works City Engineering Division

608 266 4751

Robert F. Phillips, P.E. City Engineer

City-County Building, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 608 264 9275 FAX 1 866 704 2315 Textnet Principal Engineers Michael R. Dalley, P.E. Christina M. Bachmann, P.E, John S. Fahrney, P.E. Gregory T. Frles, P.E.

Facilities & Sustainability Jeanne E. Hoffman, Manager James C. Whitney, A.I.A.

> Operations Manager Kathleen M. Cryan

GIS Manager David A. Davis, R.L.S.

Financial Officer Steven B. Danner-Rivers Hydrogeologist Brynn Bemis

BIENNIAL BID BOND

	Fin Steven B. H
Parisi Construction Co., Inc.	•
(a corporation of the State of Wisconsin)	
(individual); (partnership), (hereinafter referred to as the "Principal") and	v -
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	·,
a corporation of the State of Connectic (tereinafter referred to as the "Surety") and business in the State of Wisconsin, are held and firmly bound unto the City of Madic (hereinafter referred to as the "City"), in the sum equal to the individual proposal guara the total bid or bids of the Principal herein accepted by the City, for the payment of which and the Surety hereby jointly and severally bind ourselves, our heirs, executors, successors and assigns.	son, Wisconsin inty amounts of th the Principal
The condition of this obligation is that the Principal has submitted to the City certain b from the time period of <u>February 1, 2016</u> through <u>February 1, 201</u>	
If the Principal is awarded the contract(s) by the City and, within the time and manner rafter the prescribed forms are presented for its signature, the Principal enters into (a) wri	

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	December 7,2015
By: SIGNATURE AND VITLE NESIDENT	
SURETY	AND SURETVILLE
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA COMPANY NAME AFFIX SEAL	December 4, 2015 DATE December 4, 2015
COMPANY NAME AFFIX SEAL	CONN ,
By: SIGNATURE AND TITLE Joseph L. Vigna, Attorney-In-Fac	et Void
This certifies that I have been duly licensed as an age 429050 for the year 2 fact with authority to execute this bid bond, which	2015 / 2016, and appointed as attorney in
December 4, 2015 DATE	AGENT Joseph L. Vigna
	17035 West Wisconsin Avenue - Suite 135
	Brookfield, Wisconsin 53005
	CITY, STATE AND ZIP CODE
	262-792-2210
	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.

230086

Certificate No.

006585833

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

Elizabeth M.	Fedyn, Joseph	L. Vigna, Dennis	M. Barton, and	Michael T. Bur	2			
			6 ·					
other writings obl	igatory in the n	nore than one is nam	alf of the Compa	, execute, seal and nies in their busin	acknowledge any ess of guaranteein	and all bonds, reco	ognizances, conditi ersons, guaranteeir	al Attorney(s)-in-Fact, onal undertakings and ng the performance of
IN WITNESS WI	HEREOF, the C	Companies have caus 2015 ,	sed this instrumer	at to be signed and	their corporate sea	als to be hereto aff	ixed, this	27th
		Farmington Casua Fidelity and Guar Fidelity and Guar St. Paul Fire and I St. Paul Guardian	anty Insurance (anty Insurance) Marine Insuranc	Underwriters, Inc ee Company	Trav	velers Casualty a velers Casualty a	surance Company nd Surety Compa nd Surety Compa y and Guaranty C	ny of America
CASUA SECONDATA 10 8 2 0 0 10 8 2 0 10 8 0	1977	HICOROPARIED BY 1951	THE THE STATE OF T	SEAL S	SEAL S	HARTFORD, CONN.	MATTORD ST	SELITY AND CONTROL OF THE PROPERTY AND CONTROL OF T
State of Connectic					Ву:	Robert L. Rane	y, Senior Vice Preside	ent
Fire and Marine In Casualty and Sure	President of Far asurance Compa ty Company of	ny, St. Paul Guardia	n Insurance Comp States Fidelity a	and Guaranty Instroamy, St. Paul Mer nd Guaranty Com	rance Company, F cury Insurance Con pany, and that he, a	idelity and Guaran npany, Travelers (as such, being autl	nty Insurance Unde Casualty and Suret	nowledged himself to rwriters, Inc., St. Paul y Company, Travelers xecuted the foregoing
In Witness Where My Commission ea		et my hand and offic lay of June, 2016.	ial seal.	TETRE DTARY E		Man	arie C. Tetreault, Notz	treault ry Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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 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, 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, 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 Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety 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 December,

Voyin E. Hunhan Assistant Constant



















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 _______ day of _______ 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 <u>FEBRUARY 6, 2018</u>, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Scope of Work. The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8058

- 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 <u>SEE SPECIAL PROVISIONS</u>, the rate of progress and the time of completion being essential conditions of this Agreement.
- 3. Contract Price. The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of <u>ONE MILLION TWO HUNDRED SEVENTEEN THOUSAND ONE HUNDRED THIRTEEN AND 70/100</u> (\$1,217,113.70) 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 original and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

- 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.

WESTMORLAND BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8058

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: /		PARISI CONSTRUCTION CO.	, INC.
2/2/2	1/22/18	Company Name	1/22/18
Mulau Ah	1/22//8	President //	Da f e - 22-10
Witness	Dáte	Secretary	Date
CITY OF MADISON, WISCONSIN		·	
Provisions have been made to pay that will accrue under this contract.	he liability	Approved as to form:	
Finance Director Signed this day or	f Marc	City Attorney , 2	0 8
De aucini		funge	2 olmarzok
Witness	· ·	Mayor V	/ Date
10/14		Marketh Wind Beh	v 0-14-2018

City Clerk

Dáte

Witness

Bond No. 106855489 Executed in Three Copies

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we PA	
as principal, and <u>Travelers Casualty and Surety Co</u> Company of Hartford, Connecticut	
Madison, Wisconsin, in the sum of ONE MILLION	as surety, are held and firmly bound unto the City of TWO HUNDRED SEVENTEEN THOUSAND ONE
HUNDRED THIRTEEN AND 70/100 (\$1,217,113.70)	Pollars, lawful money of the United
States, for the payment of which sum to the City	
respective executors and administrators firmly by these	e presents.
The condition of this Bond is such that if the above perform all of the terms of the Contract entered into b construction of:	
WESTMORLAND BOULEVARD A CONTRACT	
in Madison, Wisconsin, and shall pay all claims for prosecution of said work, and save the City harmless in the prosecution of said work, and shall save harmle (under Chapter 102, Wisconsin Statutes) of employees to be void, otherwise of full force, virtue and effect.	rom all claims for damages because of negligence ess the said City from all claims for compensation
Signed and sealed thisday of	February, 2018
Countersigned:	PARISI CONSTRUCTION CO., INC.
Christine Oher	Company Name (Principal)
Witness	President // Seal
	t c
Secretary	
Approved as to form:	Travelers Casualty and Surety Company of America
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Surety
1000	☐ Salary Employee ☐ Commission
/ W/ 4./ V/	By Joseph J. Viggi HARITURO
Cily Attorney	Attorney-in-Fact Joseph L. Vigna
This certifies that I have been duly licensed as an a National Producer Number 257951 for the with authority to execute this payment and performance revoked.	gent for the above company in Wisconsin under e year 2018, and appointed as attorney in fact noce bond which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which power of attorney has not been manufactured by the second which have been manufactured by the se
February 7, 2018	Agent Signature Joseph L. Vigna
Date	Agent Signature Joseph L. Vigna



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. 007269901

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

each in their separa other writings obli	ate capacity if me gatory in the na		ed above, to sign, alf of the Compan	execute, seal and a ies in their busine	cknowledge any a ss of guaranteeing	nd all bonds, reco the fidelity of pe	gnizances, conditio rsons, guaranteeing	Attorney(s)-in-Fact, nal undertakings and g the performance of
IN WITNESS WI	HEREOF, the C	ompanies have caus	sed this instrument	t to be signed and t	heir corporate sea	ls to be hereto affi	ixed, this	19th
		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 Ameri United States Fidelity and Guaranty Company			y of America
1982 1982 1982 1982 1982	1977 PE	INCORPORATED SELECTION OF THE PROPERTY OF THE	TO A NEW YORK	SEAL S	SEAL S	HARTFORD, CONN.	HARTOOD, S	MCONSENTED E 1896
State of Connectic City of Hartford sa					Ву:	Robert L. Rane	Legy y, Senior Vice Preside	ent

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

day of _



instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

Marie C. Tetreault, Notary Public

 $\underline{2017}$, before me personally appeared Robert L. Raney, who acknowledged himself to

58440-5-16 Printed in U.S.A.

On this the

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 of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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, and Vi 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 7th day of February, 20 18.

Have E. Huyen



















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.