

Contract Routing Form

ROUTING: Routine

printed on: 03/29/2018

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

Project: Resurfacing 2018 - Curb & Gutter and Castings

Contract No.: 8098  
 Enactment No.: RES-18-00210  
 Dollar Amount: 1,258,098.65

File No.: 50485  
 Enactment Date: 03/23/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-29-18	3-29-2018
Director of Civil Rights	3.30.18	4.5.18 FNS
Risk Manager	4.6.18	4.6.18 MCL
Finance Director	4.6.18	4/9/18 MCR
City Attorney	383 4-9-18	4-10-18
Mayor	04.10.2018	04.11.2018

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

Original + 2 Copies

03/29/2018 08:46:00 enjls - Shawn Beer 267-1970

Dis Rights: OK / N/A / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: 1,258,098.65  
 AA Plan: approved  
 Amendment / Addendum # \_\_\_\_\_  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / PN / Goal / Loan / Agrmt

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File #:	50485	Version: 1	Name:	Awarding Public Works Contract No. 8098, Resurfacing 2018 - Curb & Gutter and Castings.
Type:	Resolution	Status:	Passed	
File created:	2/7/2018	In control:	<u>BOARD OF PUBLIC WORKS</u>	
On agenda:	3/20/2018	Final action:	3/20/2018	
Enactment date:	3/23/2018	Enactment #:	RES-18-00210	
Title:	Awarding Public Works Contract No. 8098, Resurfacing 2018 - Curb & Gutter and Castings.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8098 .pdf</u>			

[History \(3\)](#)   
 [Text](#)

**Fiscal Note**

The proposed resolution awards the contract for the planned curb and gutter resurfacing work in 2018 at an estimated amount of \$1,295,850. The adopted 2018 capital budget for Engineering Major Streets includes \$15.5 million for the Pavement Management program which is inclusive of the 2018 planned resurfacing projects (MUNIS 10540).

**Title**

Awarding Public Works Contract No. 8098, Resurfacing 2018 - Curb & Gutter and Castings.

**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. 8098) for itemization of bids.

507



PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8098  
RESURFACING 2018 – CURB & GUTTER AND CASTINGS

PARISI CONSTRUCTION CO., INC.

\$1,258,098.65

Acct. No. 11674-402-200:54410 (91396) \$350,418.80  
Contingency 3%± 10,511.20  
Sub-Total \$360,930.00

Acct. No. 11674-402-174:54445 (91345) \$138,820.00  
Contingency 3%± 4,170.00  
Sub-Total \$142,990.00

Acct. No. 11674-84-174: 54445 (91345) \$516,859.85  
Contingency 3%± 15,510.15  
Sub-Total \$532,370.00

Acct. No. 11839-84-174: 54445 (91345) \$192,560.00  
Contingency 3%± 5,780.00  
Sub-Total \$198,340.00

Acct. No. 83252-54410 (91345) \$32,400.00  
Contingency 3%± 970.00  
Sub-Total \$33,370.00

Acct. No. 86100-54410 (91360) \$18,640.00  
Contingency 3%± 560.00  
Sub-Total \$19,200.00

Acct. No. 85131-54810: (91382) \$8,400.00  
Contingency 3%± 250.00  
Sub-Total \$8,650.00

GRAND TOTAL \$1,295,850.00

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**

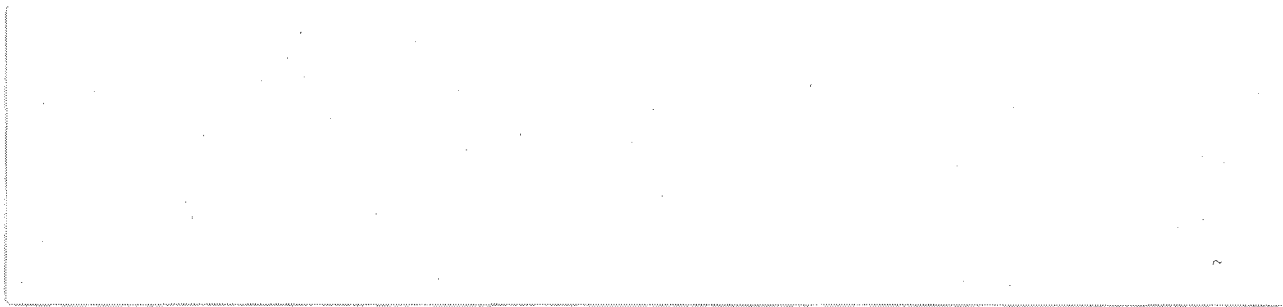
Type	Number
Business Primary Phone	(860) 277-0111
Mailing Primary Phone	(860) 277-0111
Mailing Fax Phone	(860) 277-7002
Statutory Home Office Primary Phone	(860) 277-0111
Main Admin Office Primary Phone	(860) 277-0111

**Email**

No results found.

**Website**

No results found.



Company Type

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

Appointments


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

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975

First Previous **1** 2 Next Last


Contact

 Filter

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

First Previous **1** Next Last

Company Merger

 Filter

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

Companies Absorbed

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First Previous 1 Next Last

Name Change History

Q Filter

Previous Name	New Name	Effective Date
	Aetna Casualty & Surety Company of America	09/10/1975
Aetna Casualty & Surety Company of America	Travelers Casualty and Surety Company of America	07/01/1997

First Previous 1 Next Last



\$1,258,098.65  
FILE

BID OF PARISI CONSTRUCTION CO., INC.

**2018**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**RESURFACING 2018 - CURB & GUTTER AND CASTINGS**

**CONTRACT NO. 8098**

**MUNIS NO. 11674**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

**AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 20, 2018**

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

<https://bidexpress.com/login>

**RESURFACING 2018 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8098**

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Displays available in Bid Express:

2018 Curb Walk Sheet

8098 Plan Set

This Proposal, and Agreement have  
been prepared by:

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



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

RFP: sb

## 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:	RESURFACING 2018 - CURB & GUTTER AND CASTINGS
CONTRACT NO.:	8098
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	FEBRUARY 16, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 15, 2018
BID SUBMISSION (2:00 P.M.)	FEBRUARY 22, 2018
BID OPEN (2:30 P.M.)	FEBRUARY 22, 2018
PUBLISHED IN WSJ	FEBRUARY 8 & 15, 2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://www.cityofmadison.com/business/pw/forms.cfm). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

#### STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/dcr/aaTBDir.cfm](http://www.cityofmadison.com/dcr/aaTBDir.cfm).

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### RESURFACING 2018 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8098

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).

#### SECTION 104 SCOPE OF WORK

Work in this contract includes replacement of curb and gutter, drive aprons, sidewalk ramps including truncated domes (supplied by City of Madison), adjusting inlets and castings (castings supplied by City of Madison), and installation of new storm sewer in advance of pavement pulverizing/milling and paving.

All curb and gutter replaced on milled streets shall be front filled with asphalt. All other curb & gutter shall be front filled with gravel on pulverized streets unless the Engineer requires asphalt. Gravel front fill is included with remove/replace curb and gutter.

There are several locations where new concrete bus pads will be installed. Locations are noted on the walk sheets.

There is new storm sewer installation on:

WHITACRE RD      WESTFIELD RD      FARMINGTON WAY      WALNUT GROVE DR  
HAWSER RD

All sidewalk removed at the crosswalks shall be replaced with 7" concrete.

This contractor shall be required to coordinate with the other contractors performing work on the resurfacing program contracts.

#### SECTION 104.3 CHANGES IN THE WORK

The quantity of the items listed in this Contract are estimates only.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid, unless by mutual agreement by both the Contractor and the City.

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

**SECTION 104.10      CLEANING UP**

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

**SECTION 105.6      CONTRACTOR'S RESPONSIBILITY FOR WORK**

The Contractor shall have at all times during the progress of construction one Superintendent as the agent for the Contractor on this work, who is thoroughly understanding of all aspects of the Resurfacing Program and shall receive instructions from the Engineer.

The contractor shall be responsible for all castings until the lower layer of asphalt is placed. The paving contractor shall verify operation of all valve castings within 24 hours of placement of the lower layer of asphalt. The casting contractor shall repair as required by the Engineer at no additional cost to the City of Madison.

**SECTION 105.12      COOPERATION OF THE CONTRACTOR**

The City of Madison has been given to understand that the following work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

MG&E will be replacing natural gas mains and services on the following streets:

HAWSER RD   ANCHORAGE AVE   CABLE AVE   BEACH ST

The City of Madison Engineering Division will be awarding a contract for asphalt pavement pulverizing/milling and paving (contract 8099) in conjunction with this contract.

Traffic Engineering crews will be replacing or adding traffic signal loops after the pulverizing or milling and before the paving on the following streets with signal loops: There are no loops.

Streets may be deleted or added to the above list. The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering 48 hours, (608-266-4761), prior to final paving.

Cost to repair damage to traffic signal loops that occur after their installation due to Contractor negligence, and cost for extra work to install the traffic signal loops in newly paved streets due to improper notice to the Traffic Engineering Division, will be deducted from the contract.

**SECTION 105.13      ORDER OF COMPLETION**

Prior to beginning operations under this contract, Contractors involved in the Resurfacing Program shall meet collectively with the Engineer, at the pre-construction meeting, to establish a tentative list in what street order they will proceed. The Engineer shall have final approval regarding the tentative list.

The Contractor shall proceed on this contract so as not to cause delays to Contracts noted in section 105.12. Delay costs in accordance with section 109.9 "**LIQUIDATED DAMAGES**" of the Standard

Specification shall be assessed for each day that the Contractors on the above listed contracts are delayed.

**SECTION 106.1**      **SOURCE OF SUPPLY AND QUALITY**

No work shall begin on this contract until such time that asphalt mix design(s) are approved by the City of Madison.

**SECTION 107.1**      **PUBLIC CONVENIENCE AND SAFETY**

Access to businesses shall be maintained at all times.

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

The contractor shall not be allowed to remove curb and gutter from both sides of the street at the same time unless approved by the Engineer. This is in order to minimize the amount of on street parking required by property owners within any given block at the same time.

The contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer. Glenn Stephens Elementary School abuts Cable Ave and Beach St. The back parking lot to the school (located at Beach St and Cable Ave) shall remain accessible at all times during construction. Coordination with the school can be made by calling the office at (608) 204-1900.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

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

**SECTION 107.2**      **PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS**

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

**SECTION 107.6**      **DUST PROOFING**

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

**SECTION 107.7**      **MAINTENANCE OF TRAFFIC**

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

All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours.

The Traffic Control Plan shall be submitted to the office of the City Traffic Engineer, at 30 W. Mifflin St, Suite 900, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plans shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop approved Traffic Control Plans. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall submit acceptable Traffic Control Plans for the following streets to be resurfaced:

WESTFIELD RD

Contact Thomas Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

Refer to section 403.1 of the City of Madison Standard Specifications for Traffic Control.

### **PEAK HOUR RESTRICTIONS**

The Contractor and any subcontractor for the Street Resurfacing Program shall be required to adhere to peak hour traffic restrictions between the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m. on the below listed streets. No work shall be done between these hours.

WESTFIELD RD

### **SECTION 108.2      PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit for the Farmington Way, Whitacre Rd, N Westfield Rd, Walnut Grove & Hawser Rd project locations. An erosion control plan is not required for either of these locations but erosion control measures shall be used. No erosion control permits are needed for the other proposed locations of work; however, the Contractor is responsible to install erosion control measures as directed by the construction engineer and maintain the site to prevent sediment migration.

### **SECTION 109.2      PROSECUTION OF THE WORK**

The Contractor shall begin work on this project on or before **APRIL 16, 2018**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091). The work called for by this contract shall be completed in **SEVENTY (70) WORK DAYS**. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown or the actual date work begins whichever is sooner.

Once work starts on a street, construction activities shall continue until all work is completed including storm sewer, curb and gutter, aprons and restoration.

In the event that the Contractor fails to show an acceptable rate of progress, the Contractor will be notified in writing of such and have seven (7) calendar days in which to resume work. Failure to respond to said notice, shall subject the Contractor to paragraph C. of this section.

- A. The Contractor shall furnish a minimum of one (1) complete working crew in order to insure the completion of the work contemplated by this contract.

A complete working crew shall consist of at least the following personnel:

1. One Superintendent/Foreman
  2. Cement Finishing force sufficient to finish concrete work in order that contract shall not be delayed.
  3. Laborers sufficient for removal, grading, forming, placing and finishing or concrete.
  4. Grading force sufficient to prepare sufficient grade ahead of form setting and concrete work in order that concrete work shall not be delayed.
  5. Sidewalk, curb and gutter, and drive aprons, shall be replaced within three (3) workdays after it has been removed. Sidewalk and curb and gutter adjoining business properties shall be replaced within twenty-four (24) hours after being removed.
  6. Backfilling and cleanup force sufficient to keep the backfilling operation to within one (1) work day after concrete is cured.
- B. There shall be deducted from any monies due or that may become due the Contractor, the sum of \$500.00 for each and every work day that the Contractor shall fail to provide the working forces as specified in paragraph A above. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City of Madison from the Contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his/her failure to comply with the requirements of paragraph A above.
- C. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this contract, State Laws, or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the contract, and when deducted, shall be deemed and taken as payment in such amount.
- D. A "Work Day" shall be any day that a Contractor can work on a project and it would or does necessitate an Engineer or Inspector on the project for any part of the day. If inclement weather curtails construction, the Engineer shall decide what portion, if any part of a day, shall be called a "Work Day". Workdays may be counted to the nearest one-half day. A record of work days shall be kept on the job by the Engineer or Inspector.

#### **SECTION 109.5            METHODS AND EQUIPMENT**

The Contractor shall inspect and certify, in writing, that all sewer access points are free of debris when he/she leaves each site. If there is any debris in the sewer access point that the Contractor feels is not his/her responsibility, he/she shall promptly bring it to the attention of the Project Engineer before beginning work. Any repairs required to the new pavement shall be by infrared method or approved by Engineer.

#### **SECTION 210.1            EROSION CONTROL**

Material stored at the project site, for use as backfill material shall be stored in such a manner that will not result in runoff of stockpiled material into streets or drainage facilities in the event of rain. Excavated materials and imported backfill materials stored on street and sidewalk pavements shall be removed from the street and sidewalk pavements by hand shoveling at the end of the period, not to exceed one work day.



**SECTION 210.1(d)      STREET SWEEPING**

When required by 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.

**SECTION 303.2(n)      CURB RAMP DETECTABLE WARNING FIELD**

**MATERIALS**

This section shall be revised to include The City of Madison shall furnish the Detectable Warning Fields.

**SECTION 403.16      ADJUST VALVE CASTING, METHOD #1 - RESURFACING, ADJUST VALVE CASTING, METHOD #2 - RESURFACING, INSTALL ADJUSTABLE WATER BOX, METHOD #3 - RESURFACING**

403.16(a)      Description.

If required, ramping valve castings with HMA shall be incidental to this bid item.

**SECTION 403.1      RESURFACING**

The following specifications cover the work involved in the asphalt pavement resurfacing program of various streets. The resurfacing program includes: contract(s) to replace curb & gutter and utility castings; grind or pulverize various streets; patch and resurface various streets.

All work done in the vicinity of any tree located in the terrace shall be completed in accordance with section 107.13 Tree Protection Specification.

**SECTION 500      SEWERS AND SEWER STRUCTURES**

**STORM SEWER AND STRUCTURES GENERAL**

The storm sewer designer for this project is Elia E Acosta. She may be contacted at (608) 266-4096 or [eacosta@cityofmadison.com](mailto:eacosta@cityofmadison.com).

Storm sewer pipe work shall include installing approximately 4,980 feet of new storm sewer of various sizes ranging from 12" – 48" Type I RCP and Type II Pavement Storm pipe and HERCP pipe at locations shown on the plan and in accordance with these specifications.

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

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor, for his or her convenience, deems it more suitable to remove the existing pipe to a full joint,

the additional pipe and concrete collar required to reconnect to the new structure shall be the Contractor's responsibility and shall not be compensated.

If there are structures where the pipe walls are to be poured into the structure roof or both the pipe walls and the structure casting are to be poured in the structure roof, the Contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

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

All castings required to complete the work shown on the plan set, shall be provided by the Contractor.

## **SECTION 502.1 UTILITY TRENCH PATCHES**

The Contractor shall note that bid quantities for trench patching are percentages of the actual total quantity of trench patch. The use of either Type III or Type IV Trench Patches shall be left to the determination of the Construction Engineer and Inspectors and shall be predicated upon site conditions, traffic control and paving schedule. The Contractor shall be prepared to install either Type III or Type IV Utility Trench Patches at all project locations.

As approximately designated on the plans, intersections and collector streets disturbed by storm sewer improvements will be restored with Type III Utility Trench Patch. All other trenches located within pavement for storm sewer construction ahead of resurfacing shall be restored using Type IV Utility Trench Patches according to the Standard Specifications.

### **BID ITEM 90001 – BUS PAD**

#### **DESCRIPTION**

This item involves the construction of new 5" concrete bus pads at locations specified in these Special Provisions. Additional locations may be added. Madison Metro staff will mark specific bus pad locations on the curb.

#### **METHOD OF PAYMENT**

Bus Pad shall be measured by the area in square feet.

In cases where sidewalk is required to connect the bus pad to the mainline walk, it shall be paid in square feet under this item.

#### **BASIS OF PAYMENT**

The contact price for Bus Pad, measured as provided above, shall be payment in full for the work as outlined above, including: excavation, disposal of removed material; preparation of subgrade including subbase; for furnishing and placing 5" concrete sidewalk, finishing and protecting; fill, topsoil, seed and matting, and for all labor, tools, equipment and incidentals necessary to complete the work.

### **BID ITEM 90030 – 8'X5' STORM STRUCTURE**

#### **DESCRIPTION**

Work under this item shall include all labor, materials, and incidentals required to construct a storm SAS on top of existing storm sewer. Work under this item includes construction of a new 8' x 5' field poured

structure, providing and installing one (1) casting (R-1050-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 8' x 5' field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness is increased to 10" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 6" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall use epoxy coated steel for all reinforcement.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

#### **METHOD OF MEASUREMENT**

8'X5' Storm Structure shall be measured as each unit item for each storm structure installed and accepted.

#### **BASIS OF PAYMENT**

8'X5' Storm Structure will be paid for at the contract unit price, which shall be full compensation for all work as provided in the description.

### **BID ITEM 90031 – CLEARING AND RESTORATION FOR STORM INSTALLATION**

#### **DESCRIPTION**

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to clear sufficient area for the installation of storm sewer structure FS-1 and pipe FP-1, and restore the area following installation.

The Contractor shall clear brush and trees as necessary to facilitate the installation of storm sewer at FS-1 and pipe FP-1. The Contractor shall use appropriate tools and equipment to cut, trim, and grub trees as necessary. The Contractor shall fully remove from the site all brushing debris and dispose of it at an appropriate location. Transport and disposal of brushing spoils shall be included in this bid item. Chipping material on-site shall not be permitted. The Contractor is encouraged to visit the site prior to bidding to become familiar with quantity of material to be removed.

Following storm sewer installation at FS-1 and pipe FP-1, the Contractor shall fully restore all disturbed areas. Restoration shall include the provision and placement of 4 inches of topsoil, provision and placement of Terrace Seed Mix, and provision and placement of Erosion Control Matting Class 1 Urban Type A. Topsoil, seed, and ECRM shall be placed in accordance with Section 2 of the Standard Specifications for Public Works Construction.

Clearing and restoration estimated area is approximately 75 square yards, as shown on the plan set. No additional clearing and restoration quantities shall be paid should the Contractor elect to disturb areas beyond those shown in the plan set. Costs associated with any additional disturbance shall be paid by the Contractor.

## **METHOD OF MEASUREMENT**

Clearing and Restoration for storm sewer installation shall be measured as a lump sum item.

## **BASIS OF PAYMENT**

Clearing and Restoration for storm sewer installation will be paid for at the contract unit price, which shall be full compensation for all work as provided in the description.

## **BID ITEM 90032 – 7'X7' STORM STRUCTURE**

### **DESCRIPTION**

Work under this item shall include all labor, materials, and incidentals required to construct a storm SAS on top of existing storm sewer. Work under this item includes construction of a new 7' x 7' field poured structure, providing and installing one (1) casting (R-1050-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 7' x 7' field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness is increased to 10" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 6" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall use epoxy coated steel for all reinforcement.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

## **METHOD OF MEASUREMENT**

7'X7' Storm Structure shall be measured as each unit item for each storm structure installed and accepted.

## **BASIS OF PAYMENT**

7'X7' Storm Structure will be paid for at the contract unit price, which shall be full compensation for all work as provided in the description.

## **BID ITEM 90033 - LOWER WATER SERVICE UNDER STORM SEWER**

### **DESCRIPTION**

Lower Water Service under Storm Box includes but is not limited to provision of all materials, equipment, labor and incidentals required to lower an existing water service lateral underneath proposed storm sewer piping as described herein and shown on the plan set.

### **MATERIALS**

Provide water service materials in accordance with Standard Specifications, Part VII: Water Mains and Service Laterals, Section 702.5.

Provide insulation in accordance with City of Madison Standard Specifications, Part VII: Water Mains and Service Laterals, Section 704.17.2.

### CONSTRUCTION

Remove and replace the part of the existing water service lateral such that no portion of the lateral is closer than two feet to any outside edge of the proposed storm pipe. Where the lateral is directly below the bottom of the storm pipe, the lateral must be installed a minimum of two feet below the bottom of the storm pipe or a minimum of six inches below any storm pipe bedding or breaker rock, whichever depth is deeper.

Install insulation in accordance with Standard Specification 704.17.

Match the diameter of the existing lateral except where the existing diameter is 3/4-inch. Where the existing lateral is 3/4-inch diameter, use 1-inch diameter copper for the replacement portion of the lateral.

Freeze each service lateral when performing the operation to isolate the lateral from the mainline water main. The mainline water main may not be taken out of service to perform the work.

Provide notification of water service shut-off per Standard Specification Section 703.8

### METHOD OF MEASUREMENT

Lower Water Service under Storm Box shall be measured by each completed unit.

### BASIS OF PAYMENT

Lower Water Service under Storm Box shall be paid at the contract bid price, which shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as described above.

### RESURFACING 2018 – CURB & GUTTER AND CASTINGS (Contract 8098)

<u>STREET</u>	<u>LIMIT</u>	<u>LIMIT</u>
<b>PULVERIZED STREETS</b>		
ANCHORAGE AVE	S ROSA RD	BEACH ST
BEACH ST	ANCHORAGE AVE	S END
CABLE AVE	BEACH ST	S HILL DR
HAWSER RD	SOUTH HILL DR	ISLAND DR
WALNUT GROVE DR	FARMINGTON WAY	N WESTFIELD RD
WHITACRE RD	FARMINGTON WAY	E END
OLDFIELD RD	WHITACRE RD	FARMINGTON WAY
FARMINGTON CT	FARMINGTON WAY	S END
FARMINGTON WAY	N GAMMON RD	N WESTFIELD RD
HARWOOD CIR N	FARMINGTON WAY	N END
HARWOOD CIR S	FARMINGTON WAY	S END
STONECREST CIR	FARMINGTON WAY	N END
ROUND HILL CIR	FARMINGTON WAY	S END
SPRINGWOOD CIR	WALNUT GROVE DR	S END
FOXBORO CIR	WALNUT GROVE DR	S END
RYE CIR	N WESTFIELD RD	E END













# 2018 RESURFACING

PAGE  1  OF    

## FARMINGTON WAY

LIMITS

N. GAMMON TO N. WESTFIELD

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	7313	103			70+33		
C&G	7301	30					
C&G	7209	57			24+33		
C&G	7205	34			27+7		
C&G	7201	80					
C&G	7125/7121	100			30+70		
C&G	7117	30					
C&G	7113	35					
C&G	7109	52					
C&G	2 FARM CT	7					
C&G	1 FARM CT	42			10+32		
C&G	2 ROUND HILL	29			11+18		
C&G	1 ROUND HILL	60					
C&G	7001	23			11+12		
C&G	7002	22					
C&G	301 WALNUT GR	9					
C&G	7018	30					
C&G	7102	45			35+10		
C&G	7106	39					
C&G	2 STONECREST	16					
C&G	7122	28					
C&G	7202	30					
C&G	7206	51			44+7		
C&G	7210	47			40+7		
C&G	2 HARWOOD	10					
C&G	7310	34					
C&G	7314	55					
7"	7313	100 SF			RAMP		
7"	7313	176 SF			APRON		
7"	7121	7 SF			PARTIAL APRON		
7"	7117	140 SF			APRON		
7"	7113	200 SF			APRON		
7"	1 ROUND HILL	42 SF			RAMP		

# 2018 RESURFACING

PAGE  1  OF    

## FARMINGTON WAY

LIMITS

N. GAMMON TO N. WESTFIELD

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
7"	7001	150 SF			RAMP		
7"	7002	150 SF			RAMP		
7"	7014	70 SF			RAMP		
7"	7018	200 SF			APRON		
7"	7102	152 SF			APRON		
7"	7106	140 SF			APRON		
7"	7122	7 SF			PARTIAL APRON		
7"	7314	100 SF			RAMP		
5"	7014	25 SF			S.W @ RAMP		
W.F.	7313	8 SF					
W.F.	1 ROUND HILL	8 SF					
W.F.	7001	8 SF					
W.F.	7002	8 SF					
W.F.	7014	8 SF					
W.F.	7022	8 SF					
W.F.	7314	8 SF					
INL	7313	ADJ			3		X
INL	7314	ADJ			3		X
VC	7313	ADJ			1		
VC	7201	ADJ			1		
VC	2 FARM CT	ADJ			1		
VC	7010	ADJ			1		
VC	7002	ADJ			1		
MH	7002	ADJ			REPLACE	X	
MH	7005	ADJ			REPLACE	X	
MH	1 ROUND HILL	ADJ			REPLACE	X	
MH	2 ROUND HILL	ADJ			REPLACE	X	
MH	7102	ADJ			REPLACE	X	
MH	7121	ADJ					X
MH	7202	ADJ			REPLACE	X	
MH	7209	ADJ			REPLACE	X	
MH	HARWOOD CIR	ADJ			REPLACE	X	



















# 2018 RESURFACING

PAGE  1  OF  1

## WALNUT GROVE DR

LIMITS

FARMINGTON TO N. WESTFIELD

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	306/310	38					
C&G	402	35					
C&G	518	40					
C&G	2 FOXBORO	10					
C&G	606	35					
C&G	614	63			25+38		
C&G	615	125			33+20+10+20+42		
C&G	513	10					
C&G	501	14					
C&G	429	30					
C&G	413	18					
C&G	425	63					
C&G	413/409	50					
C&G	401	35					
C&G	313/309	100			60+40		
C&G	301	32			10+22		
7"	7010 FARM	63 SF			RAMP		
7"	402	99 SF			APRON		
7"	614	120 SF			RAMP		
7"	615	120 SF			RAMP		
7"	615/FOXBORO	64 SF			RAMP		
7"	615	108 SF			APRON		
7"	501/SPRINGWOOD	48 SF			RAMP		
7"	425	203 SF			RAMP & APRON		
7"	413	42 SF			RAMP		
7"	401	128 SF			APRON		
7"	309	100 SF			APRON		
7"	301	72 SF			RAMP		
5"	7010	125 SF			SW @ RAMP		
5"	425	100 SF			SW @ RAMP		
5"	413	100 SF			SW @ RAMP		
5"	301	125 SF			SW @ RAMP		
INL	614	ADJ			1		



# 2018 RESURFACING

PAGE 1 OF 1

## WHITACRE RD

LIMITS

EAST END CUL DE SAC TO FARMINGTON

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	7525	28					
C&G	7521	32					
C&G	7509	24					
C&G	7505	24					
C&G	7501	32			22+10		
C&G	7405	30					
C&G	314 WEST	28			22+6		
C&G	7321	40			30+10		
C&G	7317	25			15+10		
C&G	7313	10					
C&G	7306 FARM	20					
C&G	7310	10					
C&G	7318	42			32+10		
C&G	7322	31			21+10		
C&G	7402	30					
C&G	7410	32			15+9+8		
C&G	7422	70					
C&G	7541	16			8+8		
C&G	7514	25					
C&G	7602	25					
7"	314 WEST	150SF			RAMP		
7"	7321	84SF			RAMP		
7"	7322	49SF			RAMP		
7"	7514	150SF			APRON		
5"	7306 FARM	49SF			SW RAMP		
WF	7321	8SF					
WF	7322	8SF					
WF	314 WEST	8SF					
INL	7321	ADJ			1		
INL	7410	ADJ			1		
MH	7302	ADJ			REPLACE	X	
MH	7301	ADJ			REPLACE	X	
MH	7317	ADJ			REPLACE	X	





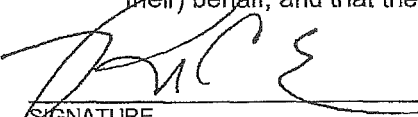


**SECTION E: BIDDERS ACKNOWLEDGEMENT**

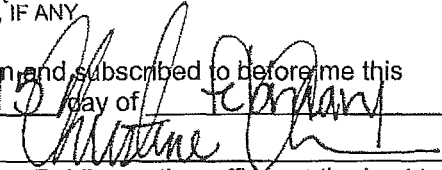
**RESURFACING 2018 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8098**

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

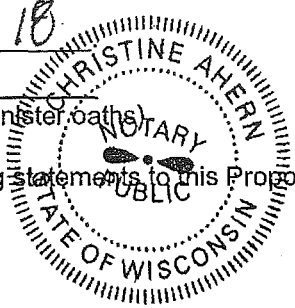
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Parisi Construction Co. Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
\_\_\_\_\_  
SIGNATURE

VP  
\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this 13 day of February, 2018  


(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 1/4/19  
Bidders shall not add any conditions or qualifying statements to this Proposal.



**Contract 8098 – 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 trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

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

RESURFACING 2018 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8098

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

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

Prime Bidder Certification

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

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

Witness' Signature

Bidder's Signature

1/22/18  
Date

**RESURFACING 2018 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8098**

**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 Trucks	Trucks	4 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%

**Subtotal Contractors who are suppliers: \_\_\_\_\_ % x 0.6 = \_\_\_\_\_ % (discounted to 60%)**

**Total Percentage of SBE Utilization: 4 %.**

RESURFACING 2018 - CURB & GUTTER AND CASTINGS

CONTRACT NO. 8098  
DATE: 2/22/18

Parisi Construction Co.,  
Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LS	1.00	\$7,500.00	\$7,500.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LS	1.00	\$2,700.00	\$2,700.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	30.00	\$25.75	\$772.50
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$130.00	\$1,820.00
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	200.00	\$13.25	\$2,650.00
10911.0 - MOBILIZATION - LS	1.00	\$50,000.00	\$50,000.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LS	1.00	\$65,000.00	\$65,000.00
20101.0 - EXCAVATION CUT - CY	50.00	\$19.25	\$962.50
20205.0 - SELECT FILL - CY	50.00	\$15.00	\$750.00
20221.0 - TOPSOIL - SY	100.00	\$3.00	\$300.00
20230.0 - HEAVY RIPRAP - TON	12.00	\$44.00	\$528.00
20233.0 - RIPRAP FILTER FABRIC, TYPE HR - SY	24.00	\$2.90	\$69.60
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EA	3.00	\$460.00	\$1,380.00
20312.0 - REMOVE CATCHBASIN - EA	1.00	\$510.00	\$510.00
20313.0 - REMOVE INLET - EA	4.00	\$510.00	\$2,040.00
20314.0 - REMOVE PIPE - LF	40.00	\$25.50	\$1,020.00
20321.0 - REMOVE CONCRETE PAVEMENT - SY	25.00	\$42.75	\$1,068.75
20322.0 - REMOVE CONCRETE CURB AND GUTTER - LF	100.00	\$5.40	\$540.00
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - SF	100.00	\$5.20	\$520.00
20701.0 - TERRACE SEEDING - SY	100.00	\$2.10	\$210.00
21013.0 - STREET SWEEPING - LS	1.00	\$1,300.00	\$1,300.00
21031.0 - INLET PROTECTION, TYPE C - COMPLETE - EA	17.00	\$130.00	\$2,210.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE - EA	63.00	\$150.00	\$9,450.00
21063.0 - EROSION MATTING, CLASS 1, TYPE A - ORGANIC - SY	100.00	\$3.10	\$310.00
30122.0 - EPOXY COATED BAR STEEL REINFORCING - 1/2" - LF	200.00	\$1.30	\$260.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - LF	100.00	\$24.25	\$2,425.00
30209.0 - SPECIAL WATERWAY - SF	100.00	\$12.50	\$1,250.00
30301.0 - 5 INCH THICK CONCRETE SIDEWALK - SF	100.00	\$6.00	\$600.00
30302.0 - 7 INCH THICK CONCRETE SIDEWALK AND DRIVE - SF	100.00	\$7.00	\$700.00
30330.0 - PROFILE SAW CUT - LF	30.00	\$20.50	\$615.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF	344.00	\$8.20	\$2,820.80
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADE NO.2 OR NO.3 - TON	50.00	\$18.50	\$925.00
40251.0 - ASPHALT MATERIAL FOR CURB FRONT FILL - LF	1500.00	\$4.10	\$6,150.00
40308.0 - RAMPING SAS - EA	1.00	\$51.00	\$51.00
40362.0 - ADJUST ACCESS STRUCTURE CASTING, RESURFACING - SANITARY - EA	60.00	\$540.00	\$32,400.00
40363.0 - ADJUST CATCHBASIN CASTING, RESURFACING - EA	1.00	\$510.00	\$510.00
40364.0 - ADJUST INLET CASTING, TYPE "H", RESURFACING - EA	14.00	\$320.00	\$4,480.00
40365.0 - ADJUST INLET CASTING, "TUB" TYPE, RESURFACING - EA	1.00	\$900.00	\$900.00
40366.0 - REBUILD INLET - RESURFACING - EA	5.00	\$1,400.00	\$7,000.00
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EA	62.00	\$290.00	\$17,980.00

**RESURFACING 2018 - CURB & GUTTER AND CASTINGS**

CONTRACT NO. 8098

DATE: 2/22/18

**Parisi Construction Co.,  
Inc.**

Item	Quantity	Price	Extension
40368.0 - ADJUST VALVE CASTING, METHOD #2 - RESURFACING - EA	1.00	\$290.00	\$290.00
40369.0 - INSTALL ADJUSTABLE VALVE BOX RISER - EA	5.00	\$74.00	\$370.00
40371.0 - REBUILD ACCESS STRUCTURE TOP - RESURFACING - EA	1.00	\$1,300.00	\$1,300.00
40382.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED - RESURFACING - LF	4960.00	\$40.00	\$198,400.00
40391.0 - REMOVE AND REPLACE 5 INCH THICK CONCRETE SIDEWALK - RESURFACING - SF	2263.00	\$10.50	\$23,761.50
40392.0 - REMOVE AND REPLACE 7 INCH THICK CONCRETE SIDEWALK AND DRIVE - RESURFACING - SF	7141.00	\$11.75	\$83,906.75
50211.0 - SELECT BACKFILL FOR STORM SEWER - TF	4928.00	\$0.50	\$2,464.00
50225.0 - UTILITY TRENCH PATCH TYPE III - TF	449.00	\$44.25	\$19,868.25
50227.0 - UTILITY TRENCH PATCH TYPE IV - TF	4479.00	\$7.00	\$31,353.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - LF	254.00	\$60.00	\$15,240.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - LF	584.00	\$64.00	\$37,376.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - LF	371.00	\$67.00	\$24,857.00
50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - LF	474.00	\$69.00	\$32,706.00
50411.0 - 48 INCH TYPE I RCP STORM SEWER PIPE - LF	309.00	\$160.00	\$49,440.00
50420.0 - 24 INCH X 36 INCH TYPE I HERCP STORM SEWER PIPE - LF	185.00	\$130.00	\$24,050.00
50425.0 - 48 INCH X 76 INCH TYPE I HERCP STORM SEWER PIPE - LF	484.00	\$280.00	\$135,520.00
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	485.00	\$58.00	\$28,130.00
50433.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	1030.00	\$56.00	\$57,680.00
50434.0 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	607.00	\$59.00	\$35,813.00
50435.0 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	197.00	\$75.00	\$14,775.00
50455.0 - FIELD BEND - EA	3.00	\$2,400.00	\$7,200.00
50488.0 - 48 INCH X 76 INCH HERCP AE - EA	1.00	\$4,400.00	\$4,400.00
50499.0 - CONCRETE COLLAR - EA	1.00	\$440.00	\$440.00
50628.0 - 48 INCH X 76 INCH HERCP AE GATE - EA	1.00	\$2,300.00	\$2,300.00
50723.0 - 3' X 3' STORM SAS - EA	11.00	\$2,600.00	\$28,600.00
50724.0 - 4' X 4' STORM SAS - EA	7.00	\$2,700.00	\$18,900.00
50726.0 - 6' X 6' STORM SAS - EA	1.00	\$6,000.00	\$6,000.00
50741.0 - TYPE H INLET - EA	27.00	\$2,200.00	\$59,400.00
50761.0 - SADDLED INLET TYPE 1 - EA	1.00	\$2,200.00	\$2,200.00
50769.0 - TERRACE INLET TYPE 4 - EA	1.00	\$6,700.00	\$6,700.00
50792.0 - STORM SEWER TAP - EA	6.00	\$1,100.00	\$6,600.00
50801.0 - UTILITY LINE OPENING (STORM) - EA	11.00	\$680.00	\$7,480.00
90001.0 - BUS PAD - SF	400.00	\$21.00	\$8,400.00
90030.0 - 8' X 5' STORM STRUCTURE - EA	1.00	\$9,900.00	\$9,900.00
90031.0 - CLEARING AND RESTORATION FOR STORM INSTALLATION - LS	1.00	\$5,000.00	\$5,000.00
90032.0 - 7' X 7' STORM SAS - EA	3.00	\$9,000.00	\$27,000.00
90033.0 - LOWER WATER SERVICE UNDER STORM SEWER - EA	4.00	\$1,900.00	\$7,600.00
<b>77 Items</b>	<b>Totals</b>		<b>\$1,258,098.65</b>





Department of Public Works  
**Engineering Division**

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

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703

Phone: (608) 266-4751

Fax: (608) 264-9275

[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)

[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Assistant City Engineer**

Gregory T. Fries, P.E.

Kathleen M. Cryan

**Principal Engineer 2**

Christopher J. Petykowski, P.E.

John S. Fahrney, P.E.

**Principal Engineer 1**

Christna M. Bachmann, P.E.

Eric L. Dundee, P.E.

**Facilities & Sustainability**

Jeanne E. Hoffman, Manager

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Parisi Construction Co., Inc.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

**PRINCIPAL**

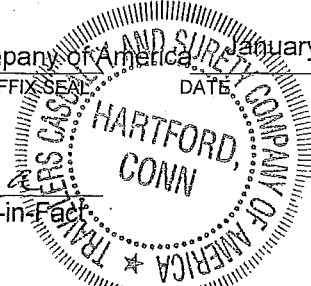
Parisi Construction Co., Inc. January 8, 2018  
COMPANY NAME AFFIX SEAL DATE

By: [Signature], president  
SIGNATURE AND TITLE

**SURETY**

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

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



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

January 4, 2018  
DATE

Joseph L. Vigna  
AGENT SIGNATURE

20975 Swenson Drive - Suite 175  
ADDRESS

Waukesha, Wisconsin 53186  
CITY, STATE AND ZIP CODE

262-317-8045  
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269865

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

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

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



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

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

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://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 21 day of March 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 **MARCH 20, 2018**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### RESURFACING 2018 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8098

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND NINETY-EIGHT AND 65/100 (\$1,258,098.65) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

**c. Exemptions:** This section shall not apply when:

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

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



**RESURFACING 2018 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8098**

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

Countersigned:

Christine Ahern 3/8/18  
Witness Date  
[Signature] 3/8/18  
Witness Date

**PARISI CONSTRUCTION CO., INC.**

[Signature]  
Company Name  
[Signature] 3/8/18  
President Date  
[Signature] 3/8/18  
Secretary Date

CITY OF MADISON, WISCONSIN

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

[Signature]  
Finance Director

Approved as to form:

[Signature]  
City Attorney

Signed this 11th day of April, 2018

[Signature]  
Witness

[Signature] 11 April 2018  
Mayor Date

[Signature]  
Witness

[Signature] 3-29-2018  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we PARISI CONSTRUCTION CO., INC. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND NINETY-EIGHT AND 65/100 (\$1,258,098.65) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**RESURFACING 2018 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8098**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 21st day of March, 2018

Countersigned:

*Christine Ahern*  
Witness

PARISI CONSTRUCTION CO., INC.  
Company Name (Principal)

*[Signature]*  
President Seal

Secretary

Approved as to form:

*[Signature]*  
City Attorney

Travelers Casualty and Surety Company of America

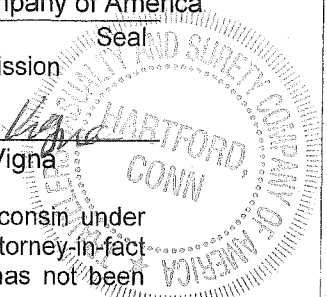
Surety Seal  
 Salary Employee  Commission

By *Joseph L. Vigna*  
Attorney-in-Fact Joseph L. Vigna

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

March 21, 2018  
Date

*Joseph L. Vigna*  
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. 007270067

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21<sup>st</sup> day of March, 2018.

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



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