

Contract Routing Form

ROUTING: Routine

printed on: 06/12/2018

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

Project: Frey Street and Sawyer Terrace Assessment Distirct - 2018

Contract No.: 8114
 Enactment No.: RES-18-00421
 Dollar Amount: 1,259,741.21

File No.: 51511
 Enactment Date: 06/11/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-13-2018	6-13-2018
Director of Civil Rights	6.13.18	6.19.18 FNT
Risk Manager	6/19/18	6/19/18 RNV
Finance Director	6/19/18	6/19/18 MCR
City Attorney	6-25-18	6/29/18 PGL
Mayor	06.29.18	07.02.18

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

Original + 2 Copies

06/12/2018 08:47:54 enjls - Andy Zwieg 266-9219

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 1259741.21
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt

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Details Reports

File #:	51511	Version: 1	Name:	Awarding Public Works Contract No. 8114, Frey Street and Sawyer Terrace Assessment District - 2018.
Type:	Resolution		Status:	Passed
File created:	5/3/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	6/5/2018		Final action:	6/5/2018
Enactment date:	6/11/2018		Enactment #:	RES-18-00421
Title:	Awarding Public Works Contract No. 8114, Frey Street and Sawyer Terrace Assessment District - 2018. (11th AD)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8114 .pdf</u>			

History (3) Text

Fiscal Note

The proposed resolution awards the contract for the Frey Street and Sawyer Terrace pavement resurfacing and utility improvement project. In the adopted 2018 capital budget, Engineering Major Streets has budgeted \$15.5 million within the Pavement Management capital program for the resurfacing of streets throughout the City (MUNIS 11722). The cost of the project is \$1,360,520. Funding for the roadwork and associated utility work is assigned as follows:

- Major Streets - \$508,530
- Sewer Utility - \$379,970
- Stormwater Utility - \$32,200
- Water Utility - \$439,820

Title

Awarding Public Works Contract No. 8114, Frey Street and Sawyer Terrace Assessment District - 2018. (11th AD)

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:**

SDR

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

See attached document (Contract No. 8114) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8114
FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018

PARISI CONSTRUCTION CO., INC. \$1,259,741.21

Acct. No. 11722-402-170: 54410 (91396) \$414,125.25
Contingency 8%± 33,134.75
Sub-Total \$447,260.00

Acct. No. 11722-402-174:54445 (91345) \$56,730.00
Contingency 8%± 4,540.00
Sub-Total \$61,270.00

Acct. No. 11722-84-174:54445 (91345) \$29,815.75
Contingency 8%± 2,384.25
Sub-Total \$32,200.00

Acct. No. 11722-83-173:54445 (91345) \$351,826.21
Contingency 8%± 28,143.79
Sub-Total \$379,970.00

Acct. No. 11722-86-179:54445 (91360) \$407,244.00
Contingency 8%± 32,576.00
Sub-Total \$439,820.00

GRAND TOTAL \$1,360,520.00

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

vigna

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	03/16/2018	03/15/2019

Line Of Business

Filter

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

Contact

Filter

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

Company Merger

Filter

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

Companies Absorbed

Name Change History

No results found.

\$1,259,741.21
FILE

BID OF PARISI CONSTRUCTION CO., INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8114

PROJECT NO. 11722

MUNIS NO. 11722

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 5, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8114**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: cmb

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:	FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8114
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	4/27/2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/26/2018
BID SUBMISSION (2:00 P.M.)	5/3/2018
BID OPEN (2:30 P.M.)	5/3/2018
PUBLISHED IN WSJ	4/19/2018 & 4/26/2018

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

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

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8114

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of sanitary sewer, water main, storm sewer, base preparation (gradation 1 and 2 placed along all of Sawyer Terrace including the Sawyer Terrace/Frey Street intersection; gradation 2 placed along Frey Street from N Segoe Road through the concrete speed hump raised gutter), curb and gutter, driveway aprons, sidewalk and asphalt pavement (lower layer only, upper layer to be by others).

The project limits for the work on Frey Street and Sawyer Terrace are between N Segoe Road and Sawyer Terrace and Sawyer Terrace to N Segoe Road. The project is approximately 1,500 ft. in length.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

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

602 Sawyer Terrace (Segoe Terrace Apartments) is a Senior and Persons with Disabilities affordable housing facility. It will have residents, employees, public transportation (taxi's and vans) and medical deliveries entering and exiting on a daily basis.

All private storm sewer discharges shall be maintained for all properties in the project area.

It is expected that all items of work will require multiple mobilizations to meet the requirements of the construction staging, traffic control plan, and restoration and erosion control requirements. The Contractor

shall complete all construction activities on Frey Street before construction activities on Sawyer Terrace can begin.

Raymond Management Company (RMC) is currently developing 4601 Frey Street. The contact is Lisa Steinhauer, Real Estate Coordinator (608) 662-8323. Kraemer Brothers is the Prime Contractor and is currently operating construction activities on-site. The contact is Dave Vandewater, Project Manager (608) 546-2411. The Contractor shall coordinate with RMC and Kraemer Brothers to maintain access to 4601 Frey Street.

Meetings

During Construction, the Contractor shall attend bi-weekly coordination meetings at a date, time and location that is to be determined. These meetings will be held to coordinate with RMC and Kraemer Brothers construction activities. RMC and Kraemer Brothers shall provide a representative at the bi-weekly meetings.

Frey Street Construction

The Contractor shall maintain a minimum of a 16' wide access lane at the intersection of Sawyer and Frey Street and along the length of the parcel so that RMC/Kraemer Brothers construction deliveries can enter through Sawyer Terrace and exit to the east on Frey Street onto Hilldale Way. Kraemer Brothers will have a material hoist located adjacent to Sawyer Terrace. The Contractor shall maintain an access route on Sawyer Terrace during Frey Street Construction. When the Contractor is completing work (sanitary sewer, water main, excavation, base course placement, curb and gutter installation and asphalt paving) in the Frey Street/Sawyer Terrace intersection, Kraemer Brothers shall remove the 16' wide access lane in the intersection. The Contractor shall notify Kraemer Brothers (1) week in advance of any construction activities in the intersection that would prevent delivery vehicles from exiting the access lane to Frey Street.

Kraemer Brothers will still need access to the Frey Street tower crane during Frey Street construction. The Contractor shall coordinate with Kraemer Brothers as street and utility work allow for access to the crane.

Along 4601 Frey Street, Kraemer Brothers shall have occupancy on Frey Street between the right-of-way and face of sidewalk. The Contractor shall have occupancy from the face of sidewalk to the street.

Kraemer Brothers anticipates the removal of the Frey Street tower crane on August 15, 2018. Removal of this crane will take 2 days and the Contractor shall not conduct any work on Frey Street during the disassembly of the crane. Additionally, the Contractor will coordinate with Kraemer Brothers to allow for a crane set-up in Frey Street and semi-truck access.

Sawyer Terrace Construction

The Contractor shall maintain a minimum of a 16' wide access lane at the intersection of Sawyer and Frey Street and along the length of the parcel so that RMC/Kraemer Brothers construction deliveries can enter through Frey Street and exit to the east on Frey Street onto Hilldale Way. The Contractor shall maintain an access route on Frey Street during Sawyer Terrace Construction.

Kraemer Brothers will still need access to the Sawyer Terrace material hoist during Sawyer Terrace construction. The Contractor shall coordinate with Kraemer Brothers as street and utility work allow for access to the hoist.

Along 4601 Frey Street, Kraemer Brothers shall have occupancy on Sawyer Terrace between the right-of-way and face of sidewalk. The Contractor shall have occupancy from the face of sidewalk to the street.

Kraemer Brothers anticipates the removal of the Sawyer Terrace tower crane on October 1, 2018. Removal of this crane will take 2 days and the Contractor shall not conduct any work on Sawyer Terrace

during the disassembly of the crane. Additionally, the Contractor will coordinate with Kraemer Brothers to allow for a crane set-up in Sawyer Terrace and semi-truck access.

Coordination with Utilities

Work under this contract may require utility relocations to install the new sanitary sewer main, water main and storm sewer. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for any adjustment of existing facilities.

AT&T, CenturyTel, City of Madison, Charter Communications, Madison Gas and Electric, ResTech Services, SupraNet Communications and WisDOT have underground and overhead facilities within the project limits.

If potential gas main conflicts require relocation, MG&E will install a window in that location. Contact Shaun Endres with MG&E ((608) 252-7224 or senders@mge.com) a minimum of 3 days' notice in order to perform a diggers hotline one call for the area. The window relocation should take 2-3 hours. The gas main that may need relocation due to conflict can be raised or lowered by MG&E's West Road King with little notice. West Road King can be contacted at 608-235-0237.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining the work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone. Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

A Traffic Control Plan has been provided in the plan set. 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 shall 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.

Work shall be phased on the project so that there is no work on Frey Street that requires lane closures unless Sawyer Terrace is open to two-way through traffic on a hard surface. Additionally, work shall be phased so that there is no work on Sawyer Terrace that requires lane closures unless Frey Street is open to two-way through traffic on a hard surface. At least one sidewalk on Frey Street and Sawyer Terrace must be open at all times for the duration of the project. Contractor shall phase work during Sawyer Terrace construction so that at least two (2) of the three (3) existing crosswalks are open at all times.

Frey-Sawyer Intersection

Contractor shall place portable changeable message boards at least one (1) week in advance of the start of work in the Frey-Sawyer intersection, notifying the public of the start of construction. Message boards are to be placed on Frey Street and Sawyer Terrace near the project limits.

Message boards shall read:

"FREY/SAW
WORK
BEGINS

Day of Week
Month/Date"

The contractor shall maintain full access of Frey-Sawyer intersection at all times except during full weekday closures. The contractor is allowed two (2) nonconsecutive three (3) day full closures of intersection. In addition to the two (2) nonconsecutive three (3) day full closures, the contractor is allowed two (2) nonconsecutive one (1) day full closures of the intersection. Contractor shall follow the Traffic Control Plan as shown on sheets TC-1 and TC-1A during Frey-Sawyer intersection closures.

Frey Street

Frey Street may be closed to through traffic for the duration of the Frey Street phase of construction, contractor shall follow the Traffic Control Plan as shown on sheets TC-2 and TC-2A of the plan set. Contractor shall work with local businesses to coordinate delivery and access. During the Sawyer Terrace phase of construction, Frey Street shall be restored to normal operating conditions. Contractor shall work with 4601 Frey Street Hotel developer to coordinate delivery scheduling.

Sawyer Terrace

Contractor shall place portable changeable message boards at least one (1) week in advance of the start of work on Sawyer Terrace, notifying the public of the start of construction. Message boards are to be placed on Sawyer Terrace at the project limits.

Message boards shall read:

"SAWYER
WORK
BEGINS

Day of Week
Month/Date"

Sawyer Terrace may be closed to through traffic for the duration of the Sawyer Terrace phase of construction, contractor shall follow the Traffic Control Plan as shown on sheet TC-3 of the plan set. During the Frey Street phase of construction, Sawyer Terrace shall be converted to a temporary two-way operation as shown on sheets TC-2 and TC-2A of the plan set; Sawyer terrace will retain one-way operations adjacent the 4601 Frey Street loading zone as shown on sheets TC-2 and TC-2A of the plan set. Contractor shall work with local businesses to coordinate delivery and access. Contractor shall work with 4601 Frey Street Hotel developer to coordinate delivery scheduling.

Maintain local and emergency vehicle access at all times. Notice shall be given to the residents or businesses on Frey Street and Sawyer Terrace 48 hours before any work is done that would obstruct their driveways.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all changes to the traffic pattern and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

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

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

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

Notification when Closing Street

All Contractors shall give Traffic Engineering (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of two (2) working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

Opening of Section of Street to Traffic

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven (7) working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Sean Malloy, Traffic Engineering Division, smalloy@cityofmadison.com, 266-5987, with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR WRAPP Water Resources Application for Project Permit (formerly known as Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit.

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

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

The Contractor shall refer to section 210.6 Erosion Control Implementation and Enforcement for additional information on the requirements regarding this topic.

BID ITEM 10911 – MOBILIZATION

Mobilization includes work on each street per work start dates discussed below in the prosecution of work.

Follow mobilization per specifications, except per the following:

When ten (10) percent or more of the original contract amount is earned, twenty-five (25) percent of the amount bid for Mobilization will be paid.

When thirty-five (35) percent or more of the original contract amount is earned, fifty (50) percent of the amount bid for Mobilization will be paid.

When fifty (50) percent or more of the original contract amount is earned, seventy-five (75) percent of the amount bid for Mobilization will be paid.

When seventy-five (75) percent or more of the original contract amount is earned, one-hundred (100) percent of the amount bid for Mobilization will be paid.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall complete all work on Frey Street and the Frey Street/Sawyer Terrace intersection on or before August 14, 2018.

The Contractor shall begin work on Sawyer Terrace on or after August 17, 2018. The Contractor shall complete all work on Sawyer Terrace on or before September 28, 2018.

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

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 workday.

BID ITEM 40201 – HMA PAVEMENT 3 LT 58-28 S

Pave the lower layer of asphalt only. The upper layer will be paved at a later date by others.

Ramping of the lower layer of asphalt pavement necessary to maintain safe use by traffic at the project boundaries, manholes, sidewalk ramps and other locations as directed by the engineer shall be paid separate from this bid item. Ramping may also be required adjacent to low points in order to help promote drainage to the storm sewer inlets.

SECTION 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Elia E Acosta. She may be contacted at (608) 266-4096 or eacosta@cityofmadison.com.

SANITARY SEWER GENERAL

This project consists of the installation of 1384' of 10" diameter SDR 35 pipe, and approximately 363' of sanitary lateral (SDR-35 pipe). Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

All sanitary sewer laterals were located by television inspection and City records from the main. Tunneling is expected to be required at the existing utility crossings. Any utility tunneling required shall be considered incidental to the pipe being installed.

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

STORM SEWER 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.

Storm sewer pipe work shall include installing approximately 481 feet of new storm sewer of various sizes ranging from 12" – 18" Type II Pavement Storm 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.

BID ITEM 50227 – UTILITY TRENCH PATCH TYPE IV

Install utility trench patch Type IV per specifications, except per the following, amend 502.1(f) Utility Trench Patches Type IV by placing Six (6) inch gradation 1 crushed stone.

BID ITEM 50353 - SANITARY SEWER LATERAL

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only. This Bid Item includes the installation of different lateral sizes ranging from 6" to 10" at locations shown on the plan set or as directed by the engineer.

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

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

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

BID ITEM 50356 – RECONNECT SANITARY LATERAL

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconstructions. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection. Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

BID ITEM 50390 - SEWER ELECTRONIC MARKERS

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The Water Utility designer for the project is Amanda Schockling. She may be contacted at (608) 261-9243 or aschockling@madisonwater.org. Kelly Miess, PE can also be contacted at (608) 261-9640 or kmiess@madisonwater.org.

This project consists of water main improvements on Frey Street and Sawyer Terrace, from the intersections of these streets with North Segoe Road to the intersection of Frey Street and Sawyer Terrace. Frey Street currently consists of a 6-inch cast-iron pipe from 1958 and 1959. Sawyer Terrace currently consists of a 6-inch cast-iron pipe from 1958. A general outline of the work is as follows:

- Furnish and install new 12-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing cast-iron water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes on abandoned water main and on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

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

SECTION 703 CONSTRUCTION METHODS

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

REQUIRED SEQUENCING

Due to the requirement that Frey Street be completed and paved before the work on Sawyer Terrace is begun, the following sequence for installation of water main is required:

- 1) Construct water main on Frey Street up until the valve at STA 108+71.5 along Sawyer Terrace.
- 2) Switch services on Frey Street over to newly constructed main.
- 3) Cut and cap the old main (WN20) before paving Frey Street.
- 4) Construct water main on Sawyer Terrace from N Segoe Road up until the valve at STA 104+47..
- 5) Switch services on Sawyer Terrace over to newly constructed main.
- 6) Construct water main on Sawyer Terrace from STA 104+47 to the hydrant connection at STA 108+74.
- 7) Switch two services to the future hotel building (4601 Frey Street) over to newly constructed main.
- 8) Cut and cap the old main (WN24).

WATER SHUT-OFF AND NOTIFICATION REQUIREMENTS

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

Contact these properties and owners before shutting off water.

4620 Frey Street
 Stone House Development
 Hilldale@stonehousedevelopment.com
 (608) 251-6000

4601 Frey Street
 Nick Hartwig – Kramer Brothers Construction
 (608) 588-4105

625 N Segoe Road
 Renee Saunders
 rsaunders@apexcondomanagement.com
 Apex Property Management

619 N Segoe Road
 Tim Connolley
 Tim.connolley@madisonproperty.com
 (608) 316-7173

601 N Segoe Road
Peter Miess
(608) 271-0117
Coventry Condominium Association

601 Sawyer Terrace
United States Post Office
(608) 231-2466

602 Sawyer Terrace
Segoe Terrace Apartments & Senior Living
(608) 231-2343

517 N Segoe Road
Aaron Konkol, Office Manager
(608) 233-0222
Braille Library & Transcribing Services
602 N Segoe Road
Beckie, Residence Manager
housing@independentlivinginc.org
(608) 204-0900
Segoe Gardens Assisted Living & Retirement Community

401 N Segoe Road
(608) 238-9373
BMO Harris Bank

420 N Segoe Road
Jason Gillette
info@karenarms.com
(608) 558-4843
Karen Arms Apartments

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

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

BID ITEM 90001 – SIDEWALK CURB

DESCRIPTION

This bid item includes all work, materials, labor, forming, equipment and incidentals necessary to install Sidewalk Curb at the locations indicated on the plans. All work under this bid item shall be in accordance with Article 302 of the City of Madison Standard Specifications and supplemented as follows.

The sidewalk curb is to be installed at the back of walk in locations where the sidewalk is lowered as directed by the Engineer or at the locations indicated on the plans. The maximum height of the sidewalk curb above the top of the back of sidewalk shall be 6", and the curb shall then be tapered back as necessary to match the existing grade of the sidewalk once the grade allows. The Sidewalk Curb shall be 6" wide, and shall be poured monolithic with the adjacent sidewalk.

METHOD OF MEASUREMENT

Sidewalk Curb shall be measured by linear foot acceptably installed.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be payment in full for furnishing all material, labor, tools, equipment, formwork and incidentals necessary to complete this item of work.

BID ITEM 90002 – TREE TRIMMING

DESCRIPTION

This bid item is to be used for trimming trees and brush that are part of a tree or brush line as shown on the plans. Trim treeline to 4 feet from back of proposed sidewalk and 10 feet above proposed sidewalk. All work for trimming the tree and brush lines shall be completed per Article 204 of the Standard Specifications and supplemented as follows.

METHOD OF MEASUREMENT

Tree Trimming shall be measured by the Station for completed work.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price by Station, which price shall be payment in full for furnishing all material, labor, tools, equipment, formwork and incidentals necessary to complete this item of work.

BID ITEM 90003 – RAMPING SAS AND CURB RAMPS

DESCRIPTION

Ramping SAS shall consist of cleaning the surface area around the casting, tacking the entire surface area to be wedged, placing hot mix asphalt mixture compacted to a depth within one-quarter (1/4) inch of the top of the adjusted casting and to a minimum radius width of one (1) foot for each one-half (1/2) inch of adjusted vertical height.

Ramping curb ramps shall consist of cleaning the surface area around the curb and gutter flange, tacking the entire surface area to be wedged, placing hot mix asphalt mixture compacted to a depth within one-quarter (1/4) inch of the top of curb and gutter flange and to a minimum length of (1) foot for each one-half (1/2) inch of adjusted vertical height.

METHOD OF MEASUREMENT

Ramping SAS and Curb Ramps shall be measured as units of each.

BASIS OF PAYMENT

The unit price bid for ramping SAS and curb ramps shall include all costs for cleaning and tacking the surface to be wedged, supplying, placing and compacting hot mix asphalt mixture and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90004 – MARKING FOR SPEED HUMPS

DESCRIPTION

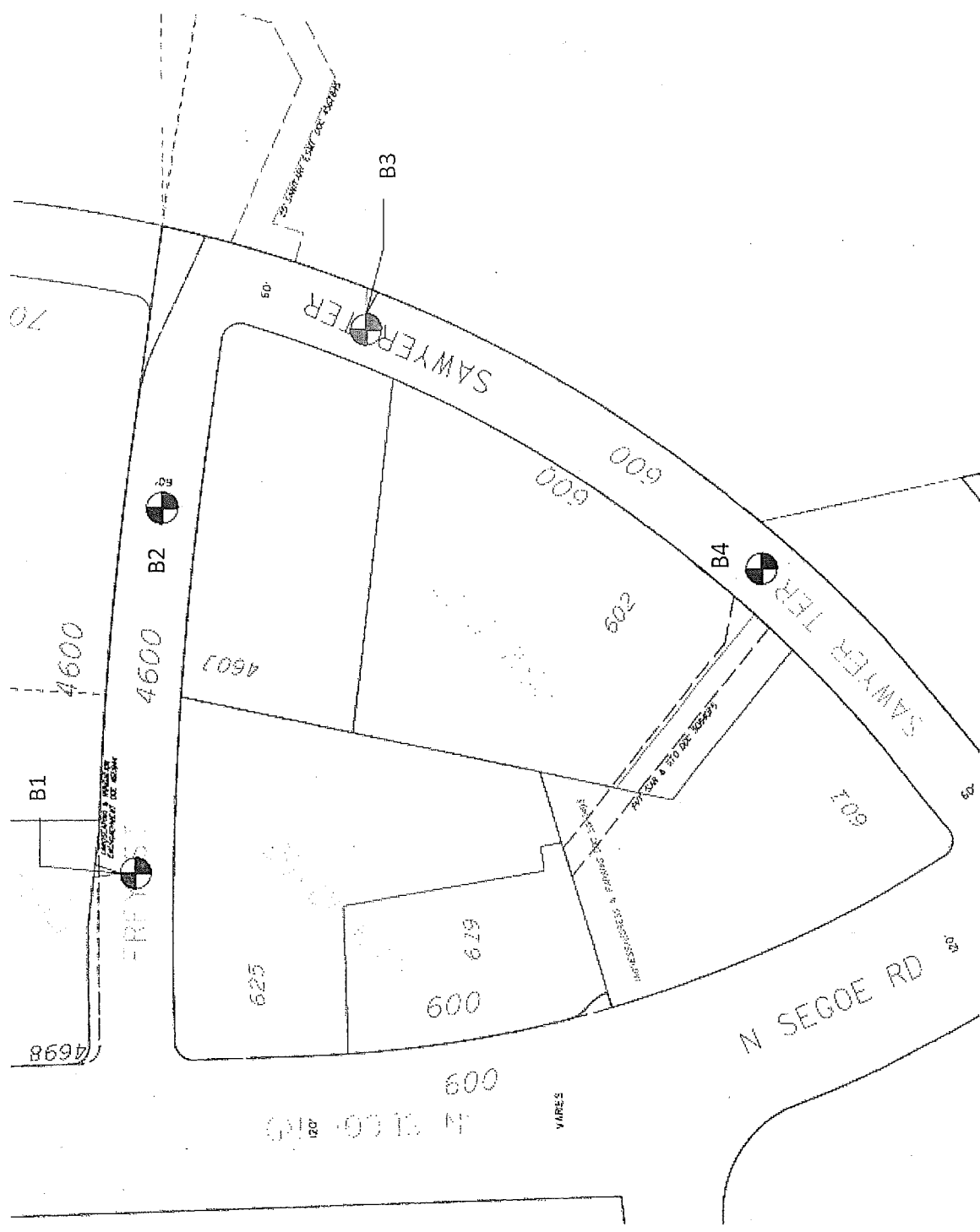
Work under this item shall include the furnishing and application of pavement markings on speed humps. The pavement markings shall conform to all aspects of the most current edition of the City of Madison's Standard Specifications for Public Works Construction-Article 608-Pavement Markings and SDD 6.39.

Method of Measurement

Shall be measured by each 6' x 6' pavement marking as shown in SDD 6.39

Method of Payment

Payment for this work, measured as provided above, will be made under: Pavement Marking, Speed Hump at the contract unit price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.



Legend

☉ Denotes Boring Location

Notes

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

Scale: Reduced

Date:	9/2017
Job No.	C17051-24



Soil Boring Location Plan
Frey Street and Sawyer Terrace
Madison, WI



LOG OF TEST BORING

Project Frey Street and Sawyer Terrace
Frey: 110'E of Segoe, 5'N of CL
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 947±
 Job No. C17051-24
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				5.5	X	5.5 in. Asphalt Pavement/9 in. Base Course				
1	14	M	23	23	X	Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
2	7	M	78/8"	78/8"	X	Apparent Weathered to Competent Dolomitic Limestone Bedrock				
				5.5	X	End of Boring at 5.5 ft due to Auger Refusal on Apparent Competent Bedrock or Possible Boulder				
				5.5	X	Backfilled with Soil Cuttings and Asphalt Patch (N 43° 04.442', W 89° 27.385')				

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇	NW	Upon Completion of Drilling	_____	Start	8/24/17	End	8/22/17	
Time After Drilling	_____	_____	_____	_____	Driller	BSD	Chief	KD	Rig CME-55
Depth to Water	_____	_____	_____	_____	Logger	DB/MG	Editor	ESF	
Depth to Cave in	_____	_____	_____	_____	Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Frey Street and Sawyer Terrace
Frey: 150'W of Sawyer, 5'N of CL
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 915±
 Job No. C17051-24
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	X	5 in. Asphalt Pavement/8 in. Base Course				
1	14	M	24	24		Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
2	16	M	29	29						
3A 3B	18	M	34	34		Tan to White Weathered to Competent SANDSTONE BEDROCK				
4	18	M	36	36						
5	15	M	29	29		End of Boring at 15 ft Backfilled with bentonite chips and asphalt patch (N 43° 04.449', W 89° 27.290')				
				15						
				20						

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 8/24/17 End 8/22/17
 Driller BSD Chief KD Rig CME-55
 Logger DB/MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

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

LOG OF TEST BORING



Project Frey Street and Sawyer Terrace
 Sawyer: 300'SW of Frey 8'SE of CL
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 919±
 Job No. C17051-24
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5	5 in. Asphalt Pavement/8 in. Base Course				
1		4	M	20	5	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) (Possible Fill to 3ft)				
2		18	M	15	5					
3		12	M	32	5					
4		16	M	24	5					
5		18	M	32	5					
					10	End of Boring at 15 ft Backfilled with bentonite chips and asphalt patch (N 43° 04.405', W 89° 27.279')				
					15					
					20					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>8/24/17</u> End <u>8/22/17</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>DB/MG</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Frey Street and Sawyer Terrace
Sawyer, 150'NE of Segoe, 10'E of CL
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) 926±
 Job No. C17051-24
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					X	4.5 in. Asphalt Pavement/4 in. Base Course				
1	14	M	17		□	FILL: Medium Dense, Brown to Dark Brown Sand with Some Silt, Gravel and Clay, Occasional Cobbles				
2	0	M	21		□					
				5	□					
3	16	M	16		□	Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4	18	M	38		□					
				10	□					
5	12	M	85		□					
				15	□	End of Boring at 15 ft				
					□	Backfilled with bentonite chips and asphalt patch (N 43° 04.346', W 89° 27.337')				
				20	□					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 8/24/17 End 8/22/17
 Driller BSD Chief KD Rig CME-55
 Logger DB/MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8114

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 Pansi 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.

[Handwritten Signature]

SIGNATURE

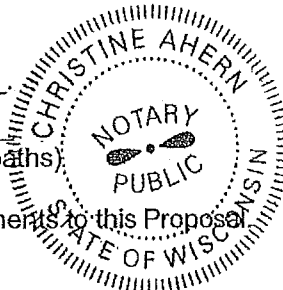
TITLE, IF ANY

Sworn and subscribed to before me this 23 day of April, 2018

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 11/1/19

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



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.

Contract 8114 – Parisi Construction Co., Inc.

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

FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8114

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.

Christine Ahern
Witness' Signature
5/3/18
Date

[Signature]
Bidder's Signature

FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8114

DATE: 5/3/18

Parisi Construction Co.,
Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$5,900.00	\$5,900.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE	35.00	\$82.00	\$2,870.00
10801 - ROOT CUTTING - CURB & GUTTER - L.F.	20.00	\$14.75	\$295.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$295,000.00	\$295,000.00
20101 - EXCAVATION CUT - C.Y.	2700.00	\$25.25	\$68,175.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)	1000.00	\$2.10	\$2,100.00
20219 - BREAKER RUN - TON	700.00	\$10.00	\$7,000.00
20221 - TOPSOIL - S.Y.	1300.00	\$7.00	\$9,100.00
20303 - SAWCUT BITUMINOUS PAVEMENT - L.F.	100.00	\$5.20	\$520.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	1645.00	\$5.50	\$9,047.50
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	4500.00	\$2.20	\$9,900.00
20401 - CLEARING - I.D.	5.00	\$52.00	\$260.00
20402 - GRUBBING - I.D.	5.00	\$52.00	\$260.00
20701 - TERRACE SEEDING - S.Y.	1300.00	\$1.70	\$2,210.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	1300.00	\$1.90	\$2,470.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	1580.00	\$17.50	\$27,650.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	65.00	\$36.00	\$2,340.00
30208 - HAND FORMED CURB & GUTTER (TREE LOCATIONS) - L.F.	20.00	\$30.75	\$615.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	3000.00	\$5.50	\$16,500.00
30302 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	1580.00	\$6.20	\$9,796.00
30340 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	56.00	\$41.50	\$2,324.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 -	1000.00	\$15.75	\$15,750.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 -	2500.00	\$16.25	\$40,625.00
40201 - HMA PAVEMENT 3 LT 58-28 S - TON	800.00	\$65.00	\$52,000.00
60841 - PAVEMENT MARKING PAINT, DOUBLE LINE, 4-INCH - L.F.	250.00	\$1.60	\$400.00
60843 - PAVEMENT MARKING PAINT, LINE, 8-INCH - L.F.	125.00	\$0.90	\$112.50
60852 - PAVEMENT MARKING PAINT, CROSSWALK, 6-INCH - L.F.	625.00	\$8.50	\$5,312.50
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK,	70.00	\$17.00	\$1,190.00
60858 - PAVEMENT MARKING PAINT, STOP LINE, 24-INCH - L.F.	100.00	\$19.75	\$1,975.00
60901 - TEMPORARY PAVEMENT MARKING PAINT, DOUBLE LINE, 4-	600.00	\$2.10	\$1,260.00
90001 - SIDEWALK CURB - L.F.	70.00	\$53.00	\$3,710.00
90002 - TREE TRIMMING - STA	3.00	\$1,000.00	\$3,000.00
90003 - RAMPING SAS AND CURB RAMPS - EACH	25.00	\$0.95	\$23.75
90004 - MARKING FOR SPEED HUMPS - EACH	4.00	\$360.00	\$1,440.00
20217 - CLEAR STONE - TON	500.00	\$15.50	\$7,750.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	4.00	\$360.00	\$1,440.00
20503 - ADJUST INLET - EACH	10.00	\$370.00	\$3,700.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$150.00	\$150.00
21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$150.00	\$150.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$1,500.00	\$1,500.00
21015 - STREET CONSTRUCTION STONE BERM - EACH	7.00	\$180.00	\$1,260.00
21041 - INLET PROTECTION TYPE D - COMPLETE - EACH	14.00	\$140.00	\$1,960.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	356.00	\$65.00	\$23,140.00
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	125.00	\$66.00	\$8,250.00
50741 - TYPE H INLET - EACH	4.00	\$2,500.00	\$10,000.00
20312 - REMOVE CATCHBASIN - EACH	1.00	\$580.00	\$580.00
20313 - REMOVE INLET - EACH	1.00	\$580.00	\$580.00
20314 - REMOVE STORM SEWER PIPE - L.F.	19.00	\$22.25	\$422.75
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	599.00	\$1.00	\$599.00
50227 - UTILITY TRENCH PATCH TYPE IV - T.F.	1682.00	\$1.00	\$1,682.00
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	118.00	\$72.00	\$8,496.00

FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018
 CONTRACT NO. 8114
 DATE: 5/3/18

Parisi Construction Co.,
 Inc.

Item	Quantity	Price	Extension
50723 - 3'X3' STORM SAS - EACH	1.00	\$3,700.00	\$3,700.00
50792 - STORM SEWER TAP - EACH	1.00	\$1,300.00	\$1,300.00
50793 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	3.00	\$1,300.00	\$3,900.00
50801 - UTILITY LINE OPENING (ULO) - EACH	2.00	\$750.00	\$1,500.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	1.00	\$580.00	\$580.00
20314 - REMOVE SANITARY SEWER PIPE - L.F.	24.00	\$46.25	\$1,110.00
20331 - ABANDON SEWER ACCESS STRUCTURE - EACH	7.00	\$580.00	\$4,060.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	18.32	\$82.00	\$1,502.24
20336 - PIPE PLUG - EACH	10.00	\$150.00	\$1,500.00
50201 - ROCK EXCAVATION - C.Y.	715.00	\$1.00	\$715.00
50212 - SELECT BACKFILL FOR SANITARY SEWER - T.F.	1747.00	\$0.01	\$17.47
50226 - UTILITY TRENCH PATCH TYPE III - S.Y.	41.00	\$120.00	\$4,920.00
50302 - 10 INCH PVC SANITARY SEWER PIPE - L.F.	1384.00	\$96.00	\$132,864.00
50353 - SANITARY SEWER LATERAL - L.F.	363.00	\$15.75	\$5,717.25
50356 - RECONNECT SANITARY SEWER LATERAL - EACH	11.00	\$2,300.00	\$25,300.00
50361 - WASTEWATER CONTROL - EACH	1.00	\$500.00	\$500.00
50390 - SEWER ELECTRONIC MARKERS - EACH	25.00	\$44.25	\$1,106.25
50701 - 4' DIA. SANITARY SAS - EACH	11.00	\$4,100.00	\$45,100.00
50791 - SANITARY SEWER TAP - EACH	7.00	\$6,100.00	\$42,700.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	240.00	\$130.00	\$31,200.00
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	1500.00	\$120.00	\$180,000.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	8.00	\$2,600.00	\$20,800.00
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	5.00	\$4,900.00	\$24,500.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	5.00	\$5,300.00	\$26,500.00
70057 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	1.00	\$2,500.00	\$2,500.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	6.00	\$2,200.00	\$13,200.00
70081 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$2,200.00	\$2,200.00
70082 - CUT OFF EXISTING WATER MAIN - EACH	2.00	\$2,200.00	\$4,400.00
70090 - ABANDON WATER VALVE BOX - EACH	10.00	\$300.00	\$3,000.00
70101 - FURNISH AND INSTALL STYROFOAM - L.F.	24.00	\$23.25	\$558.00
81 Items	Totals		\$1,259,741.21



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

Assistant City Engineer

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

Principal Engineer 2

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

Principal Engineer 1

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

Facilities & Sustainability

Jeanne E. Hoffman, Manager

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

Parisi Construction Co., Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

Parisi Construction Co., Inc.
COMPANY NAME

AFFIX SEAL

DATE

January 8, 2018

By:

SIGNATURE AND TITLE

[Handwritten Signature], president

SURETY

Travelers Casualty and Surety Company of America
COMPANY NAME

AFFIX SEAL

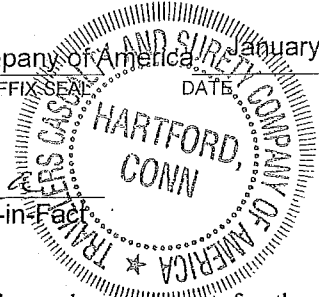
DATE

January 4, 2018

By:

SIGNATURE AND TITLE

Joseph L. Vignola
Attorney-in-Fact



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

AGENT SIGNATURE

Joseph L. Vignola

20975 Swenson Drive - Suite 175
ADDRESS

Waukesha, Wisconsin 53186
CITY, STATE AND ZIP CODE

262-317-8045
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269865

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

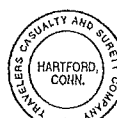
Anthony S. Von Rueden, Todd Looker, Robert E Flath, Dennis M Barton, Joseph L Vigna, and Elizabeth M Fedyn

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

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

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of June 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 JUNE 5, 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:

FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8114

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-NINE THOUSAND SEVEN HUNDRED FORTY-ONE AND 21/100 (\$1,259,741.21) 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.

**FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8114**

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 Aha 5/17/18
 Witness Date
[Signature] 5/17/18
 Witness Date

PARIS CONSTRUCTION CO., INC.

[Signature] 5/17/18
 Company Name Date
[Signature] 5/17/18
 President Date
[Signature] 5/17/18
 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 2nd day of July

[Signature]
 Witness

[Signature] 2018
 Mayor Date
[Signature] 02 July 2018
 Date

[Signature]
 Witness

[Signature] 6-13-2018
 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-NINE THOUSAND SEVEN HUNDRED FORTY-ONE AND 21/100 (\$1,259,741.21) 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:

**FREY STREET AND SAWYER TERRACE ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8114**

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 6th day of June, 2018

Countersigned:

Christine Ahern
Witness

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

Secretary

Approved as to form:

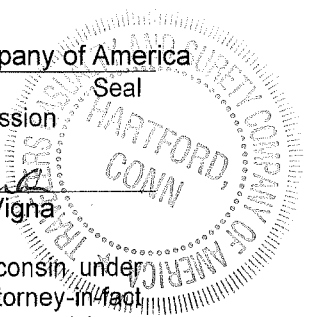
Patricia Spaten
for City Attorney

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.

June 6, 2018
Date

Joseph L. Vigna
Agent Signature Joseph L. Vigna





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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOSEPH L VIGNA** of **MILWAUKEE Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

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

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **June**, 2018



Kevin E. Hughes, Assistant Secretary

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