

Contract Routing Form

ROUTING: **Urgent Rush**

printed on: 03/26/2019

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

Project: Forest Hill Cemetery Improvements 2019

Contract No.: 8386
 Enactment No.: RES-19-00214
 Dollar Amount: 610,233.10

File No.: 54877
 Enactment Date: 03/25/2019

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|-------------|
| City Clerk | 3.26.19 | 3.26.19 |
| Director of Civil Rights | 3/27/19 | 4.1.19 FWS |
| Risk Manager | 4.1.19 | 4.1.19 mcr |
| Finance Director | 4.1.19 | 4/1/19 mcr |
| City Attorney | 343 4.1.19 | 4-02-19 |
| Mayor | 4.02.19 | 4.2.19 |
| | | |

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

Original + 2 Copies

03/26/2019 15:24:46 enjls - Corey Stelljes

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 610,233.10
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 54877 **Version:** 1 **Name:** Awarding Public Works Contract No 8386, Forest Hill Cemetery Improvements - 2019.

Type: Resolution **Status:** Passed

File created: 2/25/2019 **In control:** Engineering Division

On agenda: 3/19/2019 **Final action:** 3/19/2019

Enactment date: 3/25/2019 **Enactment #:** RES-19-00214

Title: Awarding Public Works Contract No. 8386, Forest Hill Cemetery Improvements 2019. (13th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8386.pdf

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--|--------|
| 3/19/2019 | 1 | COMMON COUNCIL | Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 | Pass |
| 3/6/2019 | 1 | BOARD OF PUBLIC WORKS | | |
| 2/25/2019 | 1 | Engineering Division | Refer | |

The proposed resolution authorizes the award of Public Works Contract No. 8386, Forest Hill Cemetery Improvements 2019. The total estimated cost of the project is \$659,000. A companion resolution (Legistar 54949) was introduced on March 5, 2019, to authorize the transfer of \$84,000 GO Borrowing from the Beach and Shoreline program to the Forest Hill Cemetery Improvements project (Munis 17166) for this contract. If the resolution is approved, funding will be sufficient for the contract.

Awarding Public Works Contract No. 8386, Forest Hill Cemetery Improvements 2019. (13th AD)
 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 bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8386) for itemization of bids.

CDO
3-26-19

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8386
FOREST HILL CEMETERY IMPROVEMENTS 2019

PARISI CONSTRUCTION CO., INC.

\$610,233.10

Acct. No. 19014-51-130
Contingency 8%±

\$610,233.10
48,766.90

GRAND TOTAL

\$659,000.00

Jurisdiction: Wisconsin

Demographics

Company Name: Travelers Casualty and Surety Company of America
 SBS Company Number: 54218780
 Domicile Type: Foreign
 NAIC Group Number: 3548 - Travelers Grp
 Merger Flag: Yes

NAIC CoCode: 31194
 State of Domicile: Connecticut
 Organization Type: Stock

Short Name:
 FEIN: 06-0907370
 Country of Domicile: United States
 Date of Incorporation: 07/18/1974

Address

| Business Address | Mailing Address | Statutory Home Office Address | Main Administrative Office Address |
|---|---|---|---|
| 1 TOWER SQ HARTFORD, CT 06183 United States | 1 TOWER SQ HARTFORD, CT 06183 United States | 1 TOWER SQ HARTFORD, CT 06183 United States | 1 TOWER SQ HARTFORD, CT 06183 United States |

Phone, Email, Website

| Phone | Email | Website |
|--|-------------------|-------------------|
| Type: Business Primary Phone Number: (860) 277-0111 | No results found. | No results found. |

Company Type

Company Type: Property and Casualty
 Status: Active
 Effective Date: 07/01/1997
 Issue Date: 09/10/1975
 Articles of Incorporation Received: No

Status Reason:
 Legacy State ID: 110846
 Approval Date:
 Article No:

Status Date: 09/10/1975
 File Date:
 COA Number:

Appointments

Show 10 entries

Showing 1 to 1 of 4391 entries

Q vig

| License 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 | 01/24/2019 | 03/15/2020 |

First Previous 1 Next Last

Line Of Business

Show 10 entries

Showing 1 to 10 of 11 entries

Q 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 |

First Previous 1 2 Next Last

Contact

| 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 United States County 53717 |

Company Merger

| 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

| Previous Name | New Name | Effective Date |
|--|--|----------------|
| | Aetna Casualty & Surety Company of America | 08/10/1975 |
| Aetna Casualty & Surety Company of America | Travelers Casualty and Surety Company of America | 07/01/1997 |

\$610,233.10
FILE

BID OF PARISI CONSTRUCTION CO., INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

FOREST HILL CEMETERY IMPROVEMENTS 2019

CONTRACT NO. 8386

PROJECT NO.

MUNIS NO. 19014-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 19, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

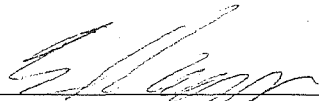
**FOREST HILL CEMETERY IMPROVEMENTS 2019
CONTRACT NO. 8386**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

RFP: EK

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: | FOREST HILL CEMETERY IMPROVEMENTS 2019 |
| CONTRACT NO.: | 8386 |
| SBE GOAL | 5% |
| BID BOND | 5% |
| SBE PRE BID MEETING (1:00 P.M.) | 2/14/19 |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 2/14/19 |
| BID SUBMISSION (2:00 P.M.) | 2/21/19 |
| BID OPEN (2:30 P.M.) | 2/21/19 |
| PUBLISHED IN WSJ | 2/7/19 & 2/14/19 |

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 - 2019 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 (City of Madison form) 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 DISCREPANCIES

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

FOREST HILL CEMETERY IMPROVEMENTS 2019 CONTRACT NO. 8386

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 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

Work shall include an extension of storm sewer to collect water in the north half of Forest Hill Cemetery and resurfacing of existing roadways disturbed by storm sewer installation.

The resurfaced roadways will require Type A concrete curb and gutter or Carlson screed asphalt curb, 18" wide and 4" high, to be installed on roadways and intersections as shown on plans and listed in typical sections. The street will be pulverized, shaped and paved with 3.5", type HMA 4 LT 58-28 asphalt per Standard Detail Drawing (S.D.D.) 4.01.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer. A significant change shall be considered more than a 30% change in quantities.

The exception is that bid items labeled as "UNDISTRIBUTED" on the proposal page shall be measured in the field. The Contractor shall notify the Engineer when each item has been placed or used so that measurement may occur.

The Carlson screed raised asphalt curb shall be paid under BID ITEM 40221- MACHINE LAID ASPHALT CURB. This shall include placement of the asphalt curb. Asphalt quantities have been calculated to include the curb material and included in BID ITEM 40202 -HMA PAVEMENT 4 LT 58-28 S.

All quantities for base course and asphalt were determined by measuring an area and multiplying it by the depth shown in the typical sections. Vertical edges were assumed for calculation purposes, no additional compensation shall be paid for extra asphalt used as a result of a non-vertical edge on the back of asphalt curb or roadway. It shall be the Contractor's responsibility to verify quantities and notify the Engineer if any changes are required.

SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The Contractor will be responsible for all layout, lines and/or grades required to complete the work for the installation of the storm sewer and roadway construction. The Contractor shall mark the trench routes, then call the Parks Division for location/route approval prior to any digging. The City of Madison Parks Division will make available to the surveyor an electronic copy of the project upon request.

Any questions regarding this project should be directed to Corey Stelljes at the Parks Division at cstelljes@cityofmadison.com or (608) 266-6518. Any questions regarding surveying issues should be directed to Dan Rodman of the Parks Division at drodman@cityofmadison.com or (608) 266-6674.

SECTION 105.12: COOPERATION BY CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)266-6674 / fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The cemetery will be open during construction. The Contractor shall construct and maintain traffic control during construction operations to the extent possible as specified in this Contract. The Contractor shall ensure that all construction fencing and barricades are erect and without gaps at the end of each work day.

A pre-construction meeting will be required prior to the start of construction.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

Matting and seeding quantities are included for all areas disturbed during site access and construction activities. All areas disturbed shall be seeded and matted and Contractor shall ensure proper establishment of seeding. Seeding, matting, and erosion control quantities shall only be paid plan quantity without measurement thereof unless mutually agreed to by Contractor and project Engineer.

For the dates listed below all construction activities shall be halted, the site and materials secured, and the site made accessible for pedestrian and vehicular traffic. The Contractor shall be required to relocate any construction equipment during the dated listed below. Parking of equipment within a defined area behind the cemetery mausoleum will be provided. This area is approximately 80'x60'. If the area is not large enough to accommodate all equipment the Contractor shall be required to store the equipment off site or to an area within the facility as allowed by the Parks Division. No construction materials shall be

allowed to be stored in this location and equipment must be immediately returned to the job site or to a location provided by the Contractor outside the time frames identified below.

DATES OF CONSTRUCTION SHUT DOWN:

Memorial Day Weekend: May 25, 2019 through May 27, 2019
July 4th Weekend: July 4, 2019 through July 7, 2019

Upon request by the Parks Division, the Contractor shall cease work in particular areas if funeral or burial services are to be held and shall move equipment from the immediate vicinity to accommodate services. When possible, the cemetery office (Darin Hall at 266-4720 or dhall@cityofmadison.com) shall provide a minimum of 48 hours notice when any planned services are to occur.

All pavement surfaces shall maintain a minimum grade of 0.5% unless approved in writing by the Engineer. Final asphalt surface grades shall be within 0.5% of specified grades shown on the plans and it shall be the Contractor's responsibility to ensure final asphalt grades are accurate and within this margin of error.

Under no circumstances shall water pond on finished asphalt surfaces. If final asphalt grades are not within the acceptable margin of error, or are found to pond water, the Contractor shall remove and replace the asphalt at no additional cost to the City.

Site access shall be from Speedway Rd only. The Contractor shall protect all other existing roadways outside project limits from damage. Existing cemetery roads outside project limits are known to be in poor condition with substandard sub grade. Cracking and rutting should be expected under heavy truck traffic. Contractor is advised to keep all materials and equipment off of existing roads outside limits. Any roadway or asphalt damaged by Contractor shall be restored at no additional cost to the City. All roadway repair required shall be determined by the Engineer. All patching shall be done with asphalt and roadways shall be restored to pre-construction condition. Stone or gravel patches or plating shall not be allowed.

All work, materials, labor, tools, equipment, disposal, and incidentals required to patch existing roadways as described above shall be considered incidental to mobilization and no additional compensation shall be provided.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall set up traffic control on Speedway Rd according to the Traffic Control Plan provided in the plan set.

Maintain local and emergency vehicle access at all times.

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

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all

signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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

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 working day prior to placement of the plates.

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

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

Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

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

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

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the Engineer that permanent signing is in place and temporary traffic control may be removed.

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

The Contractor shall submit an acceptable Cemetery Roadway Traffic Control Plan, including all necessary phases, to Corey Stelljes at cstelljes@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Parks Division to develop an approved Traffic Control Plan. Creation and submission of a Traffic Control Plan shall be included in bid item 10701- TRAFFIC CONTROL. The Contractor shall not start work on this project until Parks Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

The Contractor may close each cemetery road during construction activities but closure shall be limited to the specific road currently under active construction only. Access to all numbered sections of the cemetery must be maintained at all times. The Contractor shall restore disturbed roadways with gravel base and open them to traffic as needed to maintain access. Phasing and temporary restoration shall be outlined in the traffic control plan. All temporary restoration of roadways shall be included in this item.

The Contractor may close Street A to through traffic during storm sewer installation for a period of time not greater than 14 calendar days during storm sewer installation. Access shall be maintained to the cemetery office from Street A at all times. During these dates, one lane shall remain open and access to the office shall be open and accessible for vehicles. Temporary grading of base course is acceptable.

No disturbance, staging, equipment operation, or storage of materials is allowed outside the roadways. Contractor shall stage all equipment and materials inside the construction limits unless approved by Engineer in the Construction Scheduling and Traffic Control plan. The Contractor shall not disturb or damage any headstones or grave sites or markings. Contractor shall be liable for any damages to headstones or grave markings.

SECTION 107.13 TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are applicable to this project.

The intent of these designs is to minimize the damage to those trees that remain following construction. No trees may be removed as part of this project. Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.2 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative. The sequence to construct in these areas shall be as follows:

1. Trees within 5' of construction operations shall not be disturbed until inspected by a City of Madison Forestry Representative.
2. The Contractor shall place a yellow ribbon around the tree to highlight these trees for the equipment operator.
3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

Where it is likely that grading or trenching will encounter roots of a protected tree greater than 1 inch in diameter, the roots shall be exposed by hand cut cleanly with a saw or ax.

All trees on roadways to be resurfaced have been pruned up to a height of 12' to allow for construction equipment to operate. No additional pruning beyond this height shall be done.

The contact for City Forestry is:

Wayne Buckley- (608) 220-0637.

Protection of these trees shall be paid under Bid Item 10803- ROOT CUTTING

SECTION 107.6 DUST PROOFING

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

SECTION 108.2: PERMITS

The following permits have been obtained for this project:

1. City of Madison Erosion Control Permit
2. DNR Water Resources Application for Projects Permits (WRAPP)

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by the Contractor at all times following storm events, and this work will be paid for under the appropriate bid item. See **SECTION 210.1(a)**. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control and electrical measures and items shown on the plans, specified in these Special Provisions, or as directed by the Engineer or his designees. A copy of the permit is available at the City of Madison, Engineering Division office.

Copies of these permits will be provided to Contractor prior to start of construction. The Contractor must keep a copy of each individual permit on site at all times throughout construction.

The City's obtaining of these permits 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.

In the event any archaeological materials or human remains are encountered during the project, the contractor shall halt all construction activities within the immediate area and the Principal Investigator or the Office of Historic Preservation at the State Historical Society of Wisconsin shall be consulted prior to continuing work.

Pursuant to Federal and Wisconsin State laws, should human skeletal remains, coffin hardware or potential coffin pieces (metal or wood) be encountered during construction, all activities in the area are required to cease immediately and the State of Wisconsin Burial Sites Preservation Office shall be contacted at 608-264-6503 or 800-342-7834 for further instructions.

During the construction, Mr. Darin Hall of City Parks Division shall be given the authority to request archaeological monitoring in any areas that he feels should be supervised during ground disturbance. Monitoring shall be done by John Hodgson of Phase One Archeology. John may be contacted at

phaseonearchaeology@gmail.com or (608) 334-1828. The Contractor shall contact John at least 48 hours prior to any excavation in the area in question.

SECTION 109.2 PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from Monday through Friday 7:00 am to 7:00 pm, unless approved by the Engineer in writing.

Work on this project should be scheduled through Corey Stelljes from the Parks Division, at cstelljes@cityofmadison.com or (608) 266-6518.

SECTION 109.7: TIME OF COMPLETION

Work shall start on or after **April 15, 2019** and must be completed by **July 30, 2019**.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Excavation Cut shall consist of the loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces within the grading area. Cut (in place quantities) and fill have been estimated from these models.

All other removal and excavation items shall be paid under the appropriate bid item. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available upon request.

Existing asphalt depth is assumed to be 6" but may vary. Contractor shall remove all existing asphalt and place topsoil as needed in voids left between new and existing asphalt. Topsoil shall be paid under Bid Item 20221- TOPSOIL. Gravel shouldering shall be no wider than 1 foot.

Excess excavated material deemed unusable shall be disposed of off-site at a suitable location determined by the Contractor, at no additional cost to the City of Madison.

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is included in this bid item.

Any additional undercut required due to field conditions shall be paid for under BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED).

Test rolling for undercut determination is required at all sites and is incidental to this bid item. Test rolling shall be done with a fully loaded tri axle dump truck. Contractor shall notify Engineer at least 24 hours prior to test rolling. There shall be no rain allowed on site between test rolling and paving.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be "open" during non-work hours.

The Contractor shall be allowed to reuse gravel, and pulverize existing gravel to be used onsite. However, the Contractor shall note that the proposed subgrade shall be lower than the existing subgrade, and any reused material will have to be temporarily stored while subgrade is prepared. No additional compensation shall be paid for double handling of materials.

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

The quantity of clear stone included in this contract is sufficient to construct construction entrances and stone berm shown on plans. This item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE and clear stone berm per BID ITEM 21015 – STREET CONSTRUCTION STONE BERM. If the Contractor chooses to use additional clear stone it shall be at no additional cost to the City.

METHOD OF MEASUREMENT

Clear Stone shall be measured by the ton as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Clear Stone shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 20322 – REMOVE CONCRETE CURB & GUTTER

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to remove and dispose of existing curb. Existing curb is block style curb type consisting of concrete parking lot barriers staked into ground. Contractor shall visit site prior to bidding to review curb type.

BID ITEM 21011 – CONSTRUCTION ENTRANCE

DESCRIPTION

Work under this item shall include the placement of a stone pad and paid as a construction entrance at the location shown in the plans and in accord with the City of Madison Standard Specifications and with the approval of the Engineer.

Construction entrance shall be constructed at the size and location as approved by the Engineer. The Contractor shall place stone, ramping, and/or plating to avoid damage to concrete or asphalt. If any concrete or asphalt is damaged during construction the Contractor shall remove and replace damaged sections at no additional cost to the city. The Engineer shall determine any damaged sections to be replaced.

METHOD OF MEASUREMENT

Construction Entrance shall be measured as each pad placed in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Construction Entrance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 40311 – PULVERIZE AND SHAPE

DESCRIPTION

Work under this item shall include pulverizing and shaping all asphalt roadways in accordance with the plans, City of Madison Standard Specifications, and with the approval of the Engineer.

All storm sewer trenches shall be restored with Trench Patch Type IV. Pavement removal required to install storm sewer shall be included in BID ITEM 40311- PULVERIZE AND SHAPE.

It is anticipated that there will be excess material from pulverizing the existing asphalt. The Contractor may use this material for gravel shouldering and select backfill on site if approved by the Engineer. Excess material must be hauled off site and disposed of at a location determined by the Contractor. All costs associated with removing, handling, transporting, and disposing of excess material shall be included in this item.

Edges shall be sawcut per BID ITEM 20303 SAWCUT BITUMINOUS PAVEMENT.

METHOD OF MEASUREMENT

Pulverize and Shape shall be measured per square yard in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Pulverize and Shape shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED)

DESCRIPTION

This bid item has been included in the event that undercut is necessary for construction of the asphalt. This item may be eliminated if undercut is not required. Contractor shall determine need and quantity for undercut and notify the Engineer of intent to undercut any areas prior to beginning undercut excavation.

METHOD OF MEASUREMENT

Undercut (undistributed) shall be measured per CY in the field as listed in the proposal page.

BASIS OF PAYMENT

Undercut (undistributed) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

STORM SEWER AND SEWER STRUCTURES GENERAL

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 2049 feet of new 12", 15", and 18" storm sewer at locations shown on the plans and in accordance with the Standard Specifications.

Precast structures are only allowed where field poured structures are not specifically called for.

All storm sewer trenches shall be backfilled at the end of each working day, no trenches shall be left open while Contractor is not on site.

BID ITEM 90001- GRAVEL SHOULDERING

DESCRIPTION

The work under this item shall consist of installing a maximum 1 foot wide gravel shoulder along the sides of the cemetery roadways so that the new asphalt transitions to existing ground. The shoulder shall meet the proposed pavement grade and be flush with the asphalt pavement once completely compacted, then taper off to match existing grade. Provide aggregate shoulder material compacted to a 3:1 cross slope from the surface of the pavement edge. After final compaction, shape the shoulders to remove all longitudinal ridges to ensure proper drainage. The work shall consist of grading, installing, compacting, watering as necessary, cleaning adjacent pavement after the gravel shoulder is installed.

It is anticipated that there will be excess material from pulverizing the existing asphalt. The Contractor may use this material for gravel shouldering if approved by the Engineer. Excess material must be hauled off site and disposed of at a location determined by the Contractor. Any areas needed to be filled beyond the maximum limits of gravel shouldering shall be filled with topsoil.

MATERIALS

Gravel Shouldering shall consist of Crushed Aggregate (Gradation #5, Breaker Run) or existing pulverized gravel material from the site if approved by Engineer.

MEASUREMENT AND PAYMENT

Gravel Shouldering shall be measured by the lineal foot installed.

BASIS OF PAYMENT

Gravel Shouldering shall be paid based on price to properly install a one foot gravel shoulder along both sides of the street as described under this bid item. Payment shall be full compensation for furnishing, placing, watering, drying, compacting, and maintaining the gravel shouldering; for preparing foundation; for stockpiling, if required; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work, without damaging the new asphaltic pavement and/or the pavement markings.

BID ITEM 90002 - CONSTRUCTION FENCE (PLASTIC)- UNDISTRIBUTED

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site.

Construction fencing shall be installed as directed by Engineer to discourage access to the construction area by the general public and protect trees during the course of the project. Fencing will be maintained throughout and adjusted or removed at the request of the Engineer.

This construction fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work.

Construction fencing shall be orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

Construction fencing posts shall be installed a minimum of 10' O.C.

METHOD OF MEASUREMENT

Construction Fence (plastic) shall be measured by the Linear Foot as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Construction Fence (plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, maintenance, disposal and incidentals required to complete the work as set forth in the description.

SECTION E: BIDDERS ACKNOWLEDGEMENT
FOREST HILL CEMETERY IMPROVEMENTS 2019
CONTRACT NO. 8386

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 - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Parisi Construction (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



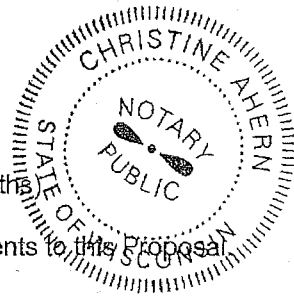
SIGNATURE

VP

TITLE, IF ANY

Sworn and subscribed to before me this 12 day of January, 2019.

(Notary Public or other officer authorized to administer oaths)
 My Commission Expires 12/4/2022
 Bidders shall not add any conditions or qualifying statements to the Proposal.



Contract 8386 – Parisi Construction Co., Inc.

Section F: Best Value Contracting (BVC)

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for BVC (click in box below to choose) *

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

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

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

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

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

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

FOREST HILL CEMETERY IMPROVEMENTS 2019
CONTRACT NO. 8386

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, Vice president

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.

Christiano Ah
Witness' Signature
2/12/19
Date

[Signature]
Bidder's Signature

**FOREST HILL CEMETERY IMPROVEMENTS 2019
CONTRACT NO. 8386**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|--------------|-----------------------|
| Bollet | Trucking | 5 % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal SBE who are NOT suppliers: | | <u>5</u> % |

SBE Subcontractors Who Are Suppliers

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|-----------------------|-----------------------|
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal Contractors who are suppliers: | _____ % x 0.6 = _____ | % (discounted to 60%) |
| Total Percentage of SBE Utilization: | <u>5</u> % | |

FOREST HILL CEMETERY IMPROVEMENTS 2019

CONTRACT NO. 8386

DATE: 2/21/19

Parisi Construction Co., Inc.

| Item | Quantity | Price | Extension |
|---|---------------|-------------|---------------------|
| Section B: Proposal Page | | | |
| 10701.0 - TRAFFIC CONTROL - LUMP SUM | 1.00 | \$2,500.00 | \$2,500.00 |
| 10803.0 - ROOT CUTTING - EACH | 39.00 | \$12.75 | \$497.25 |
| 10911.0 - MOBILIZATION - LUMP SUM | 1.00 | \$55,000.00 | \$55,000.00 |
| 20101.0 - EXCAVATION CUT - CY | 758.00 | \$29.00 | \$21,982.00 |
| 20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY | 639.00 | \$2.10 | \$1,341.90 |
| 20217.0 - CLEAR STONE - TON | 450.00 | \$18.00 | \$8,100.00 |
| 20219.0 - BREAKER RUN (UNDISTRIBUTED) - TON | 425.00 | \$16.00 | \$6,800.00 |
| 20221.0 - TOPSOIL - SY | 761.00 | \$9.10 | \$6,925.10 |
| 20302.0 - SAWCUT CONCRETE FULL DEPTH - L.F. | 79.00 | \$1.60 | \$126.40 |
| 20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F. | 432.00 | \$1.60 | \$691.20 |
| 20321.0 - REMOVE CONCRETE PAVEMENT (UNDISTRIBUTED) - SY | 100.00 | \$10.75 | \$1,075.00 |
| 20322.0 - REMOVE CONCRETE CURB & GUTTER - LF | 1142.00 | \$4.30 | \$4,910.60 |
| 20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF | 346.00 | \$2.80 | \$968.80 |
| 20701.0 - TERRACE SEEDING - SY | 761.00 | \$2.30 | \$1,750.30 |
| 21002.0 - EROSION CONTROL INSPECTION - EACH | 12.00 | \$260.00 | \$3,120.00 |
| 21011.0 - CONSTRUCTION ENTRANCE - EACH | 4.00 | \$170.00 | \$680.00 |
| 21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH | 1.00 | \$250.00 | \$250.00 |
| 21013.0 - STREET SWEEPING - LUMP SUM | 1.00 | \$3,300.00 | \$3,300.00 |
| 21015.0 - STREET CONSTRUCTION STONE BERM - EACH | 10.00 | \$180.00 | \$1,800.00 |
| 21017.0 - SILT SOCK (8 INCH) - COMPLETE (UNDISTRIBUTED) - L.F. | 250.00 | \$12.25 | \$3,062.50 |
| 21031.0 - INLET PROTECTION, TYPE C - COMPLETE - EACH | 9.00 | \$140.00 | \$1,260.00 |
| 21041.0 - INLET PROTECTION, TYPE D - COMPLETE - EACH | 17.00 | \$340.00 | \$5,780.00 |
| 21052.0 - POLYMER STABILIZATION (UNDISTRIBUTED) - S.Y. | 500.00 | \$3.40 | \$1,700.00 |
| 21061.0 - EROSION MATTING, CLASS I URBAN TYPE A - SY | 761.00 | \$3.60 | \$2,739.60 |
| 30201.0 - TYPE "A" CONCRETE CURB & GUTTER - LF | 1595.00 | \$20.25 | \$32,298.75 |
| 30208.0 - HAND FORMED CONCRETE CURB & GUTTER - LF | 24.00 | \$51.00 | \$1,224.00 |
| 30301.0 - 5 INCH CONCRETE SIDEWALK - SF | 346.00 | \$8.00 | \$2,768.00 |
| 30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - SF | 56.00 | \$44.75 | \$2,506.00 |
| 40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON | 1303.00 | \$78.00 | \$101,634.00 |
| 40218.0 - TACK COAT - GAL | 621.00 | \$2.30 | \$1,428.30 |
| 40221.0 - MACHINE LAID ASPHALT CURB - LF | 2479.00 | \$1.60 | \$3,966.40 |
| 40231.0 - ASPHALT DRIVE & TERRACE - SY | 45.00 | \$31.00 | \$1,395.00 |
| 40311.0 - PULVERIZE AND SHAPE - SY | 6145.00 | \$3.60 | \$22,122.00 |
| 40321.0 - UNDERCUT (UNDISTRIBUTED) - CY | 213.00 | \$25.00 | \$5,325.00 |
| 50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F. | 2049.00 | \$1.00 | \$2,049.00 |
| 50225.0 - UTILITY TRENCH PATCH TYPE III - T.F. | 106.00 | \$51.00 | \$5,406.00 |
| 50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F. | 1943.00 | \$5.00 | \$9,715.00 |
| 50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F. | 497.00 | \$110.00 | \$54,670.00 |
| 50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F. | 284.00 | \$56.00 | \$15,904.00 |
| 50433.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F. | 390.00 | \$63.00 | \$24,570.00 |
| 50434.0 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F. | 878.00 | \$97.00 | \$85,166.00 |
| 50723.0 - 3'X3' STORM SAS - EACH | 12.00 | \$3,100.00 | \$37,200.00 |
| 50725.0 - 5'X5' STORM SAS - EACH | 1.00 | \$5,600.00 | \$5,600.00 |
| 50741.0 - TYPE H INLET - EACH | 14.00 | \$2,600.00 | \$36,400.00 |
| 50801.0 - UTILITY LINE OPENING (ULO) - EACH | 4.00 | \$820.00 | \$3,280.00 |
| 60236.0 - FURNISH & INSTALL 1 INCH PVC (SCHEDULE 40) CONDUIT - LF | 100.00 | \$20.50 | \$2,050.00 |
| 70106.0 - ROCK EXCAVATION (UNDISTRIBUTED) - CY | 30.00 | \$110.00 | \$3,300.00 |
| 90001.0 - GRAVEL SHOULDERING - L.F. | 2479.00 | \$5.00 | \$12,395.00 |
| 90002.0 - CONSTRUCTION FENCING (UNDISTRIBUTED) - L.F. | 250.00 | \$6.00 | \$1,500.00 |
| 49 Items | Totals | | \$610,233.10 |



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

Assistant City Engineer

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

Principal Engineer 2

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

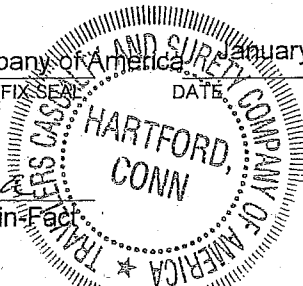
PRINCIPAL

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

By: [Signature], president
SIGNATURE AND TITLE

SURETY

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

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


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

January 4, 2018
DATE

Joseph L. Vigna
AGENT SIGNATURE

20975 Swenson Drive - Suite 175
ADDRESS

Waukesha, Wisconsin 53186
CITY, STATE AND ZIP CODE

262-317-8045
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269865

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

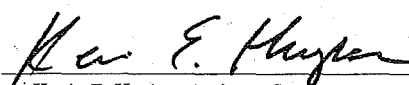
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

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


Kevin E. Hughes, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 20 day of March in the year Two Thousand and Nineteen between PARISI CONSTRUCTION CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 19, 2019, 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:

**FOREST HILL CEMETERY IMPROVEMENTS 2019
CONTRACT NO. 8386**

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 SIX HUNDRED TEN THOUSAND TWO HUNDRED THIRTY-THREE AND 10/100 (\$610,233.10) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualification 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 Contractor 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 ten thousand dollars (\$10,000), 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.

FOREST HILL CEMETERY IMPROVEMENTS 2019
CONTRACT NO. 8386

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

Countersigned:

PARISI CONSTRUCTION CO., INC.

Christine Ahern 3/7/19
 Witness Date
[Signature] 3/7/19
 Witness Date

Company Name _____
[Signature] 3/7/19
 President Date
[Signature] 3/7/19
 Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
 Finance Director
 Signed this 1st day of April, 2019
[Signature]
 Witness
[Signature] 3-26-19
 Witness

[Signature]
 City Attorney
[Signature]
 Mayor Date
[Signature] for 3-26-19
 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 SIX HUNDRED TEN THOUSAND TWO HUNDRED THIRTY-THREE AND 10/100 (\$610,233.10) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

FOREST HILL CEMETERY IMPROVEMENTS 2019
CONTRACT NO. 8386

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 20th day of March, 2019

Countersigned:

Christine Ahern

Witness

Secretary

Approved as to form:

[Signature]
City Attorney

PARISI CONSTRUCTION CO., INC.

Company Name (Principal)

[Signature]
President

Seal

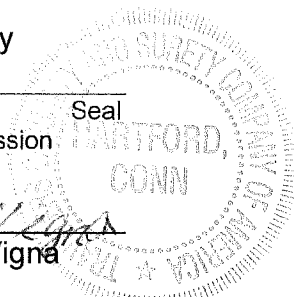
Travelers Casualty and Surety
Company of America

Surety

Salary Employee Commission

Seal

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 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 20, 2019

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 **20th** day of **March**, 2019



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.**