

Contract Routing Form

ROUTING: Routine

printed on: 04/26/2022

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

Project: South Owen Drive, Keating Terrace and Caromar Drive Resurfacing Assessment District - 2022

Contract No.: 8622
Enactment No.: RES-22-00287
Dollar Amount: 1,818,181.81

File No.: 70730
Enactment Date: 04/25/2022

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4/26/2022	4/26/2022
Director of Civil Rights	4/29/2022	4/27/2022
Risk Manager	4/28/22	4/28/22 mac
Finance Director	4/28/22	
City Attorney	5/3/22	5/3/22
Mayor	5/3/22	5/3/22

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

Original + 2 Copies

04/26/2022 13:31:22 enjls - Steve Sonntag 267-1997



Legislation Details (With Text)

File #: 70730 **Version:** 1 **Name:** Awarding Public Works Contract No. 8622, South Owen Drive, Keating Terrace and Caromar Drive, Resurfacing Assessment District - 2022.

Type: Resolution **Status:** Passed

File created: 3/28/2022 **In control:** Engineering Division

On agenda: 4/19/2022 **Final action:** 4/19/2022

Enactment date: 4/25/2022 **Enactment #:** RES-22-00287

Title: Awarding Public Works Contract No. 8622, South Owen Drive, Keating Terrace and Caromar Drive, Resurfacing Assessment District - 2022. (11th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8622_BidOpeningTab.pdf, 2. 8622 contract.pdf

Date	Ver.	Action By	Action	Result
4/19/2022	1	COMMON COUNCIL		
4/6/2022	1	BOARD OF PUBLIC WORKS		
3/28/2022	1	Engineering Division	Refer	

Fiscal Note

The proposed resolution authorizes awarding the contract for South Owen Drive, Keating Terrace and Caromar Drive, Resurfacing Assessment District - 2022 at a total estimated cost of \$1,963,620 including contingency. Funding for the project is available in MUNIS 13706 and 14034. No additional appropriation is required.

Title

Awarding Public Works Contract No. 8622, South Owen Drive, Keating Terrace and Caromar Drive, Resurfacing Assessment District - 2022. (11th AD)

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low 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. 8622) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8622
SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE RESURFACING ASSESSMENT
DISTRICT - 2022

PARISI CONSTRUCTION, LLC

\$1,818,181.81

Acct. No. 13706-402-170: 54410 (91350)	\$ 657,861.85
Contingency 8%±	<u>52,628.15</u>
Sub-Total	\$ 710,490.00

Acct. No. 13706-402-174: 54445 (91345)	\$ 95,893.50
Contingency 8%±	<u>7,666.50</u>
Sub-Total	\$ 103,560.00

Acct. No. 13706-402-174-84800: 54445 (91345)	\$ 64,919.80
Contingency 8%±	<u>5,190.20</u>
Sub-Total	\$ 70,110.00

Acct. No. 14034-84-174-84100: 54445 (91345)	\$ 9,749.25
Contingency 8%±	<u>780.75</u>
Sub-Total	\$ 10,530.00

Acct. No. 14034-84-174-84500: 54445 (91345)	\$ 27,900.00
Contingency 8%±	<u>2,230.00</u>
Sub-Total	\$ 30,130.00

Acct. No. 13706-84-174: 54445 (91345)	\$ 295,513.00
Contingency 8%±	<u>23,637.00</u>
Sub-Total	\$ 319,150.00

Acct. No. 13706-83-173: 54445 (91345)	\$ 666,344.41
Contingency 8%±	<u>53,305.59</u>
Sub-Total	\$ 719,650.00

GRAND TOTAL	<u>\$1,963,620.00</u>
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Demographics

Company Name: Western Surety Company
SBS Company Number: 54219777
Domicile Type: Foreign
NAIC Group Number: 218 - CNA INS GRP
Merger Flag: No

NAIC CoCode: 13188
State of Domicile: South Dakota
Organization Type: Stock

Short Name:
FEIN: 46-0204900
Country of Domicile: United States
Date of Incorporation: 07/10/1900

Address

Business Address
 151 N FRANKLIN ST
 CHICAGO, IL 60606
 United States

Mailing Address
 151 N FRANKLIN ST
 CHICAGO, IL 60606
 United States

Statutory Home Office Address
 101 S REID ST
 SIOUX FALLS, SD 57103
 United States

Main Administrative Office Address
 151 N FRANKLIN ST
 CHICAGO, IL 60606
 United States

Phone, Email, Website

Phone

Type	Number
Business Primary Phone	(312) 822-5000
Fax Phone	(312) 260-4376

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Effective Date: 05/29/1942
Issue Date: 05/29/1942
Articles of Incorporation Received: No

Status Reason:
Legacy State ID: 111843
Approval Date:
Article No:

Status Date: 05/29/1942
Expiration Date:
File Date:
COA Number:

Appointments

Show 10 entries

Showing 1021 to 1030 of 2541 entries



Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
MARY SLABY	6498851	6498851	Intermediary (Agent) Individual	Casualty	10/25/2000	02/23/2022	03/15/2023
THOMAS SHEEHAN	39688	39688	Intermediary (Agent) Individual	Casualty	09/05/2000	02/23/2022	03/15/2023
MARY BROWN	6505491	6505491	Intermediary (Agent) Individual	Casualty	01/27/1995	02/23/2022	03/15/2023
ROBERT HAMILTON	6453779	6453779	Intermediary (Agent) Individual	Casualty	06/25/2012	02/23/2022	03/15/2023
DEBRA MEUNIER	6502264	6502264	Intermediary (Agent) Individual	Casualty	08/02/2012	02/23/2022	03/15/2023
ROBERT VANHANDEL	6455492	6455492	Intermediary (Agent) Individual	Casualty	04/23/2010	02/23/2022	03/15/2023
TRUDY SZALEWSKI	6502661	6502661	Intermediary (Agent) Individual	Casualty	05/27/2008	02/23/2022	03/15/2023
LAWRENCE DAVIS	365073	365073	Intermediary (Agent) Individual	Casualty	08/07/2007	02/23/2022	03/15/2023
STEVEN BECHARD	6508374	6508374	Intermediary (Agent) Individual	Casualty	12/04/2012	02/23/2022	03/15/2023
MICHAEL THOMSON	6453849	6453849	Intermediary (Agent) Individual	Casualty	02/10/1995	02/23/2022	03/15/2023

[First](#)
[Previous](#)
[101](#)
[102](#)
[103](#)
[104](#)
[105](#)
[Next](#)
[Last](#)

Line Of Business

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	05/29/1942
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	05/29/1942
Surety Insurance	Surety Insurance	05/29/1942

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

Company Merger

No results found.

Name Change History

\$1,818,181.81
FILE COPY

BID OF PARISI CONSTRUCTION , LLC

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE
RESURFACING ASSESSMENT DISTRICT - 2022

CONTRACT NO. 8622

PROJECT NO. 13706

MUNIS NO. 13706

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 19, 2022

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE
RESURFACING ASSESSMENT DISTRICT - 2022
CONTRACT NO. 8622**

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This Proposal, and Agreement have
been prepared by:

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



for:

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

RFP: sms

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE RESURFACING ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	8622
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	3/17/2022
BID SUBMISSION (2:00 P.M.)	3/24/2022
BID OPEN (2:30 P.M.)	3/24/2022
PUBLISHED IN WSJ	3/10/2022 & 3/17/2022

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at (608) 261-9162 or by email, jtorresmeza@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 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/engineering/developers-contractors/standard-specifications.

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 Hydro Excavating
 243 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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. 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

SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE RESURFACING ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8622

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 \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 **SCOPE OF WORK**

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

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

South Owen Drive, Keating Terrace and Caromar Drive

Work shall include removing and replacing curb & gutter, drive aprons and sidewalks that are in poor condition, storm sewer improvements and sanitary replacements. The street will be paved with 2.50" Bituminous lower layer, 3 LT 58-28S and 2.00" Bituminous upper layer, 4 LT 58-28S.

SECTION 104.4 **INCREASED OR DECREASED QUANTITIES**

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It was anticipated that 106 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacement and 53 SF for the private storm connection. It is also anticipated that there will be 20' of curb & gutter replaced for each lateral and private storm connection that is installed with this project.

SECTION 104.10 CLEANING UP

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

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

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial driveways within the project limits at all times. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating.

Storm and sanitary sewer work in this contract includes utility crossings that will potentially require utility relocations in order to resolve conflicts. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. MG&E will complete gas main replacement in selected locations along the limits of the project.

City of Madison Water Utility has facilities within the project limits that may need to be adjusted. The contact for Madison Water Utility (MWU) is Jeff Belshaw at 608-261-9835 or jbelshaw@madisonwater.org. The Contractor shall contact Jeff Belshaw at least 7 days prior to performing any work on the MWU water main. The Contractor shall work with the MWU to arrange for an MWU construction inspector to be on-site any time work on the MWU water main is being performed.

A representative from Our Lady Queen of Peace Parish will be invited to the pre-construction meeting for this project. The representative shall be kept informed of the schedule of the proposed storm sewer installation along S. Owen Drive to allow for coordination of work on private storm sewer that will connect to proposed storm inlets S16-A, S17-A, S18-A, and S19-A. Contact information is as follows: Jeanne McLellan, Parish Administrator; phone: 608-231-4604; email: jeanne.mclellan@gopc.org.

Private utility contacts are listed below, if conflicts arise during construction:

Madison Gas & Electric (Gas)

Roger Ahles; office: (608) 252-5682, email: rahles@mge.com

AT&T

Ryan Denewellis; office: (608) 252-2879, cell: (608) 358-6285, email: rd1238@att.com

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall also submit an acceptable Traffic Control Plan, including all necessary phases, to Alexandra Heinritz aheinritz@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

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

All streets within the project may be closed to through traffic for the duration of construction.

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

Provide access for all mail deliveries.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets.

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

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

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

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

NOTIFICATION WHEN CLOSING STREET

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

OPENING OF SECTION OF STREET TO TRAFFIC

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

Contact Alexandra Heinritz, Traffic Engineering Division, aheinritz@cityofmadison.com

SECTION 108.2 PERMITS

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

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or their designees. This work will be paid for under the appropriate contract bid

items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit will be provided at the preconstruction meeting and is available at the City of Madison, Engineering Division office.

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

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor may begin work on or after June 13, 2022. All work shall be completed on or before August 31, 2022.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

This contract must start after Madison Metropolitan School District (MMSD) completion of the 2021-2 school year and be completed by the beginning of the 2022-23 school year due to bussing needs. In order to meet this timeframe multiple crews will be required to meet this timeframe. The contractor needs to coordinate with utilities for work being performed on their facilities. No time extensions will be given for coordinating with the utilities and for providing time and space for the private utilities to complete their work within the contract duration.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2022 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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

BID ITEM 21110 – TERRACE RAINGARDEN

DESCRIPTION

Work under this item shall include all work labor, and incidentals required to construct the rain garden system meeting the sizes, locations, specifications, and detail drawings contained in this document and in the plan set including all work required for concrete flume, engineered soil, and clear stone.

The Contractor shall review the drawings for each system as well as all the detail drawings. The size of each garden is specific as is the means of providing stormwater to the system. This item does not include planting of the rain garden system. Planting will be completed by others.

The City reserves the right to add or remove rain gardens from the contract. The Contractor shall not be compensated in any matter for the removal or addition of rain gardens from the contract. The addition of rain gardens shall be consistent with the already designed gardens as indicated in the plan set.

Each raingarden shall receive hand poured curb to proper drainage from the flow line to the raingarden. Excavation of curb and gutter shall be performed under **BID ITEM 20322 – REMOVE CONCRETE CURB & GUTTER**. Installation of new hand formed curb and gutter as shown in the detail drawings shall be performed under **BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER**.

MATERIALS

Materials shall conform to Article 211.2 of the latest edition of the Standard Specifications for Public Works Construction.

Planting Mix topsoil shall conform to 202.2 (f) Planting Mix Topsoil and shall be placed 6" deep alongside slopes of terrace raingarden as indicated in detail drawing.

CONSTRUCTION

Construction shall conform to Article 211.3 Construction Methods and these special provisions. The Contractor shall be responsible for disposing all excavated material offsite at a location determined by the Contractor at no additional cost to the City.

Standard excavation shall begin at the top of basin as shown on the plans and shall be on a continuous slope from the existing elevation to the finish horizontal location and elevation as shown as the bottom of basin on the plans. The top of basin shall be graded to grading limits as defined on the plans and shown in the detail drawings to ensure a 1' flat buffer between the curb/sidewalk and top of basin. The Contractor shall be responsible for restoring the 1' buffer area with terrace seed and shall be included in this bid item.

Excavation below finish grade and replacement of existing material with engineered soil is required at the bottom of basin as shown on plans. Excavation below finish grade at the bottom of basin shall consist of two (2) feet of excavation below the finish grade shown on the detail drawings. This volume shall then be filled with engineered soil, as defined in 211.2(a), to the finish grade noted on the plans.

The Contractor shall be allowed to use existing excavated topsoil and fill along sideslips, up to 6 inches below final grade. The Contractor shall use Planting Mix topsoil at depth of 6" to meet final grades.

Clear stone shall be placed around the concrete flume and shall provide adequate drainage for the flume. A layer of filter fabric shall be placed between the existing soil and clear stone. The Contractor for providing all materials to construct the terrace raingarden as defined in the Standard Specifications and these special provisions. All finishing work required to provide a finished engineered soil layer prior to placement of landscape fabric shall be included in this bid item. No stone shall be above the bottom elevation of the concrete flume – to ensure water to the raingarden terrace is not blocked.

Utilities

The Contractor shall be required to complete utility locates as identified on plans where there are utilities. The Contractor shall follow all other applicable requirements of Article 211.3(b). Utility locates shall be paid **under BID ITEM 50801 – UTILITY LINE OPENING (ULO)**.

MGE: ULO's may not be required for MG&E gas main, pending potential relocation. Quantities for ULO's for gas have been included in the proposal page but may be removed.

ATT Fiber: There is existing fiber onsite. The City obtained preliminary approval from AT&T (Ryan Denewellis rd1238@att.com) for installation of raingardens over existing fiber. ATT has commented that generally their fiber is buried 3' deep. The Contractor shall contact ATT if any fiber is encountered during utility locates.

METHOD OF MEASUREMENT

Terrace Rain Garden shall be measured by the square foot of garden installed in the field. This measurement shall begin at the grading limits of the Rain Garden as shown on the detail drawing included in the plan set or as directed in the field.

BASIS OF PAYMENT

Terrace Rain Garden shall be measured as described above which shall be full compensation for all work, materials and incidentals necessary to install the rain garden as described above. Planting shall be completed by others. Payment for excavation of curb, hand formed curb, shall be paid under their respective bid items.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The storm and sanitary sewer designer for the project is Matt Allie and may be contacted at (608) 266-4058 or MAllie@cityofmadison.com.

SANITARY SEWER GENERAL

Sanitary sewer pipe work will include installation of approximately 2,254 feet of new 8" diameter ASTM D3034 SDR-35 main on Caromar Drive, Keating Terrace, and S. Owen Drive. Sanitary sewer pipe work shall include installing new sewers at the sizes and location specified on the plan set and in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (BID ITEMS 50301) and Sanitary Lateral (BID ITEM 50353).

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

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

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

STORM SEWER GENERAL

Storm sewer installation shall include pipe work on Caromar Drive, Keating Terrace, and S. Owen Drive. Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a

concrete collar. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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

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

BID ITEM 50227 – UTILITY TRENCH PATCH TYPE IV

Utility Trench Patch Type IV is required on the street in this contract and areas that will be pulverized for work relating to underground utility excavation.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

SECTION 507.3(d) STORM SEWER CONNECTIONS – NEW PIPE CONNECTIONS

Where a new public TYPE II or III storm pipe is being connected into new precast H inlet concrete structure the contractor shall provide a Kor-N-Seal or approved prefabricated connection to connect the new pipe to new H inlet structure as detailed in Standard Detail Drawing 5.7.31, Flexible Pipe to SAS Connector.

Where a new public TYPE I storm pipe is being connected into a new precast concrete structure the contractor shall be made with the use of concrete collar. The work shall be done in accord with Standard Detail Drawing 5.4.5 Concrete Collar.

Where any type of new public storm pipe is being connected into new poured-in-place concrete structure the contractor shall pour structure around new pipe connection as detailed in Standard Detail Drawing 5.7.3, Storm Sewer Field Poured SAS and Catch Basins.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

BID ITEM 90010 – PERMEABLE ARTICULATING CONCRETE BLOCK (P-ACB)

DESCRIPTION

This work shall consist of providing, installing and sealing permeable articulation concrete blocks at the locations indicated on the plans and per the detail drawings. The permeable articulating concrete block shall be installed per the manufacturer's specification, including any finishing necessary to complete the installation. The permeable articulation concrete blocks shall meet the following specifications at a minimum.

General

Permeable Articulating Concrete Blocks (P-ACB) shall be premanufactured of individual concrete blocks with specific stormwater runoff and storage capacities. Blocks shall be hand-placed or mechanically installed with the use of a clamping or suction lifting device.

Individual blocks in the P-ACB shall be staggered, beveled, and interlocked for enhanced stability. The blocks shall be constructed of closed cell blocks with an arched storage chamber for additional stormwater runoff.

Each row of blocks shall be laterally offset by one-half block width from the adjacent row so that any given block is interlocked to four other blocks (two in the row above and two in the row below). Six adjacent blocks shall also surround each block.

Each block shall incorporate interlocking surfaces that prevent lateral displacement of the blocks. The interlocking surfaces shall not protrude beyond the perimeter of the blocks to such an extent that they reduce the flexibility or articulating capability of the system. Backfilling of the joints between the P-ACB with rock chips or sand is not required and shall not be done or included in the Work.

Infiltration Performance: The P-ACB will only be accepted when accompanied by documented third party infiltration performance characteristics based on ASTM C1701/C1701M-09, or C1781. The infiltration rate shall be no less than 1,000 inches per hour on an outdoor working surface, with typical base material utilized for the test.

Structural Performance: The design of the P-ACB shall be capable of supporting AASHTO H-25 and HS-25 truck loading. The blocks shall be analyzed as unreinforced concrete arches supporting a uniform truck tire load with impact per AASHTO standards. The subgrade soil, geosynthetic and base preparation for the P-ACB shall be properly designed by a Registered Professional Engineer and inspected by the ENGINEER or the Resident Project Representative during and following the installation of the Work.

Cellular Concrete Blocks

Materials

Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:

Portland Cements - Specification C 150, for Portland Cement.

Blended Cements - Specification C 595, for Blended Hydraulic Cements.

Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.

Pozzolans - Specifications C 618, for Fly Ash and Raw or Calcinated Natural Pozzolans for use in Portland Cement Concrete.

Aggregates shall conform to the following ASTM specifications.
Normal Weight - Specification C 33, for Concrete Aggregates.

Visual Inspection

All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of

handling in shipment and delivery, shall not be deemed grounds for rejection. Cracks exceeding 0.25 inches in width and/or 1.0 inch in depth shall be deemed grounds for rejection.

Physical Requirements

At the time of delivery to the work site, the units shall conform to the physical requirements prescribed in Table 1, Physical Characteristics.

TABLE 1: PHYSICAL CHARACTERISTICS		
Item	Description	Values
Dimensions	Length x Width x Height	12" x 12" x 5.65" (+/- 1/8")
Compressive Strength	ASTM D-6684 / C-140	Avg. of Three: 4,000 psi min. Individual units: 3,500 psi min.
Block Weight		Arched Block: 45-50 lbs/sf Solid Block: 55-60 lbs/sf
Loading Capabilities	Truck Load Traffic Rating	AASHTO H-20, HS-20, HS-25
Joint Filler Between Blocks	Material Used	NONE Required
Percent Open Space		Surface: 7% Storage: 20%
Water Absorption (%) Density(lbs/cf)	ASTM D-6684 Table 1 / ASTM C-140	9.1% Avg. of Three, 11.7% Individual 130 Avg of Three, 125 Individual
Storage Capacity	Above Aggregate Within Arch	0.0833 cf/block
Post-Installation, Verified Surface Infiltration Rate	ASTM C1701/C1701M-09 ASTM C1781	Ave of three tests: 1,000 inches/hour/sf (MIN. 3 tests)

Manufacturer

The Permeable Articulating Concrete Blocks shall be **PaveDrain®** or pre-approved equal, as represented or distributed by:

NATIONAL
PaveDrain,LLC
 PH.(888) 575-5339
info@pavedrain.com
www.pavedrain.com

"Or-Equal" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. A proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
- b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and

(ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

CONSTRUCTION METHODS

A. Foundation and Preparation

General. Areas on which permeable articulating concrete blocks are to be placed shall be constructed to the lines and grades shown on the Drawings and to the tolerances specified in the Contract Documents. Any proposed changes shall be reviewed and approved by the ENGINEER. The quantity of excavation to the subgrade level has been included with the plan quantity of excavation cut.

Geotextile Separator and Geogrid Stabilization. Monofilament or multifilament geotextile, that include Mirafi RS380i or its equivalent, or other geotextile material as shown on the Drawings shall be installed on the bottom and sides of the excavation to prevent in – situ soil contamination of the clean aggregate subbase. A geogrid shall be installed on top of the base for stabilization, but is not recommended on the sides of the aggregate sub base to separate the in-situ soils from the clean sub base aggregate.

Aggregate Subbase. The top 4-6" of the stone base shall be AASHTO #57 aggregate; this is the leveling course directly beneath the P-ACB blocks. Additional aggregate depth shall consist of AASHTO #2 or #3 or as shown on Drawings. All aggregate shall be clean, angular on all sides with no less than 90% fractured faces. **Do not use rounded river gravel or fractured river gravel for any application.**

AASHTO No. 57 Base Grading Requirements

<u>Sieve Size</u>	<u>Percent Passing</u>
37.5 mm (1 1/2 in.)	100
25 mm (1 in.)	95 to 100
12.5 mm (1/2 in.)	25 to 60
4.75 mm (No. 4)	0 to 10
2.36 mm (No. 8)	0 to 5

AASHTO No. 2 Subbase Grading Requirements

<u>Sieve Size</u>	<u>Percent Passing</u>
75 mm (3 in.)	100
63 mm (2 1/2 in.)	90 to 100
50 mm (2 in.)	35 to 70
37.5 mm (1 1/2 in.)	0 to 15
19 mm (3/4 in.)	0 to 5

Compaction: Standard compaction methods.

95 percent maximum density determined by Modified Proctor.

Allow ENGINEER to inspect prepared base course and to witness proof roll test by a fully loaded dump truck. Reconstruct where deflection is greater than ½ inch.

Allowable deviation from design grade: ½ inch.

The base course shall be firm and non-yielding, compacted until it does not creep or weave in front of the roller or compacting vehicle.

The aggregate bedding layer shall be compacted to a smooth plane surface to ensure positive contact is achieved between the legs of the permeable articulating concrete blocks and the compacted aggregate subbase layer and the Geogrid Separator.

AASHTO #2 or #3 subbase aggregate shall be compacted in 6-8" lifts with a roller-compact. The AASHTO #57 aggregate leveling subbase shall be rolled and then compacted with a minimum 10,000 psi plate compactor in both the perpendicular and parallel directions in the area of coverage. The CONTRACTOR shall compact a 2" layer of the AASHTO #57 Aggregate into AASHTO #2 or #3 aggregate.

Geogrid Separator. Install Miragrid BXG110, Tensar BX-1100, (or equal) geogrid separator shall be directly on top of the compacted leveling course. The geogrid separator may be installed prior to the compaction of the leveling course. This will create a "snow shoe" effect and minimize damage from foot traffic prior to placement of the P-ACB.

8", Drilled and wrapped Schedule 40 PVC underdrain shall be installed 1 foot from the bottom of the 3" clear stone base and connected to the storm sewer system with a core n boot connection to the specified inlet in the plan.

Inspection. Immediately prior to placing the P-ACB the prepared area shall be inspected by the ENGINEER. No blocks shall be placed thereon until that area has been approved by the ENGINEER.

B. Placement of Permeable Articulating Concrete Blocks

General. Permeable articulating concrete blocks shall be constructed within the specified lines and grades shown on the Drawings.

Placement. The P-ACB shall be placed on the geogrid separator so as to produce a smooth plane surface. No individual block within the plane of placed articulating concrete mats shall protrude more than one-quarter of an inch unless otherwise specified by the ENGINEER.

Consultation. The Supplier will provide design and construction advice during the design and installation phases of the project. The Supplier will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

Finishing. The joints between the P-ACB shall **not** be backfilled with smaller aggregates or sand in order to function properly. The joints shall be left open. This includes following maintenance of the P-ACB. If the joints are filled with smaller aggregates or sand, the CONTRACTOR shall be responsible for the removal of the material and perform infiltration tests to assure that the P-ACB meets the minimum infiltration tests described in this specification.

Sealing. Upon finishing the placement and removal of any small aggregates in the ¼" gaps, a clear 40% silane penetrating sealer/ water repellent shall be applied at the manufactures recommended rate.

Post Installation Certification. Upon completion of the P-ACB installation, the surface infiltration rate of the pavement shall be verified by ASTM C1701M-09 or ASTM C1781 to confirm the required infiltration rate of the pavement (per Table 1). If the system fails to perform as required in section Table 1 of this spec, it shall be removed and replaced at the supplier's cost.

METHOD OF MEASUREMENT

The permeable articulation concrete blocks will be measured by the square foot acceptably installed.

BASIS OF PAYMENT

The area, measured as provided above, shall be paid for at the contract unit price per square foot for permeable articulation concrete blocks, which price shall be full compensation for furnishing all materials; for preparation of subgrade, backfilling, and disposal of surplus material; for placing, finishing, jointing, for providing and placing base materials, providing and placing the underdrain and fabrics, sealing the blocks; and for all labor, tools, equipment and incidentals necessary to complete the work and restore the site of the work.

BID ITEM 90011 – POLYMERIC SAND GAP FILLING

DESCRIPTION

Work under this item shall include all work to prepare the gap between the pavers and the curb, and place granite chips to within 2" of the surface and place 2" of polymeric sand in the gap between the paver and the curb, all materials (including but not limited to granite chips and polymeric sand), labor, and incidentals required to fill the gap in the plan set.

MATERIALS

Polymeric sand and granite chips

CONSTRUCTION

After the pavers have been set and inspected for vertical tolerance of $\frac{1}{2}$ " +/- the curb elevation, place approximately 3.5 " of granite chips in the gap between the nearest blocks and the curb. This gap will vary in width depending on curb wobble. After the granite chips have been placed, polymeric sand shall be placed on top of the chips so that it is flush with the curb and moistened to manufacturer's specifications. Care shall be taken to not place polymeric sand anywhere but the gap between the curb and the closest paver.

METHOD OF MEASUREMENT

Polymeric sand gap filling of the gap between the last row of pavers and the curb shall be measured by linear foot.

BASIS OF PAYMENT

Polymeric sand filling shall be measured as described above which shall be full compensation for all work, materials and incidentals necessary to install the polymeric sand as described above.

BID ITEM 90012 – RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water lateral services as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not be limited to, installation of vertical offsets to go beneath the proposed storm sewer, or horizontal offsets to go around the proposed storm sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size and material, valves and other materials to complete the work.

Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

Contact Jeff Belshaw (jbelshaw@madisonwater.org, (608) 261-9835) for coordination if water service relocation may be necessary.

METHOD OF MEASUREMENT

RELOCATE WATER LATERAL SERVICE shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

RELOCATE WATER LATERAL SERVICE shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including sub-base, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90013 – RELOCATE WATER MAIN (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

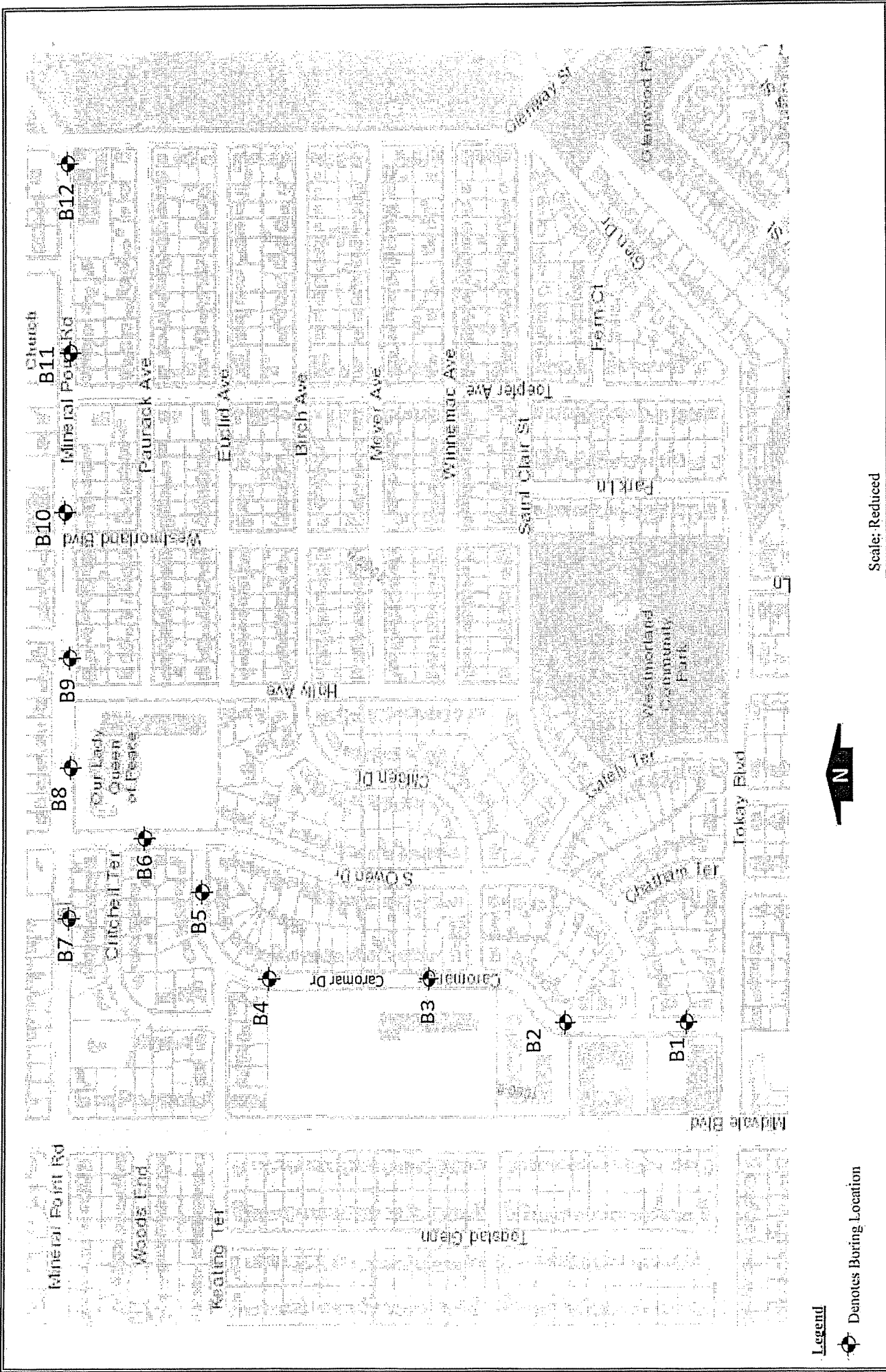
Contact Jeff Belshaw (jbelshaw@madisonwater.org, (608) 261-9835) for coordination if water service relocation may be necessary.

METHOD OF MEASUREMENT


RELOCATE WATER MAIN shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT


RELOCATE WATER MAIN shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.



Scale: Reduced

Soil Boring Location Map Mineral Point Road Area Madison, WI	
	
Date: 10/2021	Job No. C21051-18

Legend

 Denotes Boring Location

Notes

1. Boring locations are approximate



LOG OF TEST BORING

Project Mineral Point Road
 Location Caromar: 165'N of Tokay, 10'W of Centerline
Madison, WI

Boring No. 1
 Surface Elevation (ft) 1001±
 Job No. C21051-18
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (tsf)	W	LL	PL
					4.5 in. Asphalt Pavement/7.5 in. Base Course					
1		10	M	10	Stiff, Brown Lean CLAY (CL)	(1.5)				
2		18	M	10	Loose to Dense, Brown Fine to Medium SAND, Some Silt and Gavel, Scattered Cobbles and Boulders (SM)					
3		18	M	21						
4		18	M	25						
5		18	M	24						
6		18	M	40						
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	_____	Start	10/14/21	End	10/14/21	
Time After Drilling	_____	_____	_____	_____	Driller	BSD	Chief	MC	Rig CME-55
Depth to Water	_____	_____	_____	_____	Logger	KD	Editor	ESF	
Depth to Cave in	_____	_____	_____	_____	Drill Method	2.25" HSA; Autohammer			
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>									



LOG OF TEST BORING

Project Mineral Point Road
 Caromar: 320'N of Owen, 10'W of Centerline
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 997±
 Job No. C21051-18
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	RECYCLED Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LI
					3.5 in. Asphalt Pavement/8 in. Base Course					
1	10	M	9		Medium Stiff, Brown Lean CLAY (CL)	(0.75)				
2	16	M	22		Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gavel, Scattered Cobbles and Boulders (SM)					
3	6	M	20							
4	18	M	31							
5	18	M	25							
6	14	M	56							
						End Boring at 15 ft				
					Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS				
While Drilling	<input checked="" type="checkbox"/> NW	Upon Completion of Drilling _____		
Time After Drilling	_____	_____	_____	_____
Depth to Water	_____	_____	_____	_____
Depth to Cave in	_____	_____	_____	_____

GENERAL NOTES				
Start	<u>10/14/21</u>	End	<u>10/14/21</u>	
Driller	<u>BSD</u>	Chief	<u>MC</u>	Rig <u>CME-55</u>
Logger	<u>KD</u>	Editor	<u>ESF</u>	
Drill Method	<u>2.25" HSA; Autohammer</u>			

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



LOG OF TEST BORING

Project Mineral Point Road
 Caromar: 270'N of Clifden, 10'W of Centerline
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 996±
 Job No. C21051-18
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					X	4 in. Asphalt Pavement/6 in. Base Course				
1	12	M	7		/	Stiff, Brown Lean CLAY (CL - Possible Fill)				
					-	(1.25)				
2	18	M	20		-					
3	8	M	64/9"		-					
4	6	M	57/9"		-					
5	12	M	28		-					
6	18	M	43		-					
				15		End Boring at 15 ft				
						Borehole backfilled with bentonite chips and asphalt patch				

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 10/14/21 End 10/14/21
 Driller BSD Chief MC Rig CME-55
 Logger KD Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Mineral Point Road
Caromar: 250'S of Keating, 10'W of Centerline
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) 996±
 Job No. C21051-18
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	4.5 in. Asphalt Pavement/8 in. Base Course					
1	14	M	7	7	FILL: Medium Stiff Brown Clay with Traces of Sand and Gravel to 4'	(0.9)				
2	16	M	10	10	Loose to Medium Dense Brown Sand with Silt and Gravel to 5'					
3	0	M	75	15	Very Dense to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gavel, Scattered Cobbles and Boulders (SM)					
4	18	M	16	16						
5	18	M	18	18	Medium Dense, Reddish-Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
6	18	M	18	18						
				15	End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch					
				20						

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/> NW	Upon Completion of Drilling			Start	10/14/21	End	10/14/21	
Time After Drilling					Driller	BSD	Chief	MC	Rig CME-55
Depth to Water					Logger	KD	Editor	ESF	
Depth to Cave in					Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Mineral Point Road
 Keating: 200'W of Owen, 5'S of Centerline
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) 1000±
 Job No. C21051-18
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LI
				0	X	6 in. Asphalt Pavement/6 in. Base Course				
1	8	M	9	9	Hatched	Very Stiff, Brown Lean CLAY (CL)				
				5	Dashed	Loose, Brown Clayey Fine SAND, Trace Gravel (SC)				
2	16	M	6	6	Dotted	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gavel, Scattered Cobbles and Boulders (SM)				
				10	Dotted	Becoming Very Dense Near 14'				
3	18	M	10	10	Dotted					
4	18	M	16	16	Dotted	End Boring at 15 ft				
5	18	M	19	19	Dotted					
6	12	M	53	15	Dotted	Borehole backfilled with bentonite chips and asphalt patch				
				20	Dotted					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 10/14/21 End 10/14/21
 Driller BSD Chief MC Rig CME-55
 Logger KD Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Mineral Point Road
 Owen: 160'N of Keating, 15'E of Centerline
 Location Madison, WI

Boring No. 6
 Surface Elevation (ft) 1008±
 Job No. C21051-18
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (tsf)	W	LL	PL	LI
					X	5 in. Asphalt Pavement/7 in. Base Course				
1	7	M	8		/	Stiff, Brown Lean CLAY (CL)				
					-	Loose to Medium Dense, Brown Clayey Fine SAND, Trace Gravel (SC)				
2	13	M	10		-	(1.75)				
				5	-					
3	20	M	13		-	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gavel, Scattered Cobbles and Boulders (SM)				
4	20	M	16		-					
				10	-					
5	24	M	49		-	Dense to Very Dense, Light Brown Silty Fine SAND, Some Gravel, Scattered Cobbles and Boulders (SM)				
6	13	M	62		-					
				15	-					
					-	End Boring at 15 ft				
					-	Borehole backfilled with bentonite chips and asphalt patch				
					-					
				20	-					

WATER LEVEL OBSERVATIONS				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	
Time After Drilling				
Depth to Water				▼
Depth to Cave in				

GENERAL NOTES				
Start	10/21/21	End	10/21/21	
Driller	BSD	Chief	MC	Rig CME-55
Logger	MA	Editor	ESF	
Drill Method	2.25" HSA; Autohammer			

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



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

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Deputy Division Manager
 Kathleen M. Cryan

Principal Engineer 2
 Christopher J. Petykowski, P.E.
 John S. Fahrney, P.E.
 Janet Schmidt, P.E.

Principal Engineer 1
 Christina M. Bachmann, P.E.
 Mark D. Moder, P.E.
 James M. Wolfe, P.E.

Principal Architect 2
 Bryan Cooper, AIA

Financial Manager
 Steven B. Danner-Rivers

March 22, 2022

**NOTICE OF ADDENDUM
 ADDENDUM NO. 1
 CONTRACT NO. 8622, PROJECT NO. 13706
 S. OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE
 RESURFACING ASSESSMENT DISTRICT - 2022**

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

PLANS:

REMOVE

Remove sheets D-3 and GI-2

INSERT

Insert sheets D-3 and GI-2

Sheet D-3 is being revised to show the correct dimensions of the concrete flume.

Sheet GI-2 is being revised to show the correct address and rain garden revisions.

PROPOSAL:

ACTION	BID ITEM	DESCRIPTION
MODIFY	21110	TERRACE RAIN GARDEN

Please see Bid Express for Revised bid item quantities.

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

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

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

Sincerely,

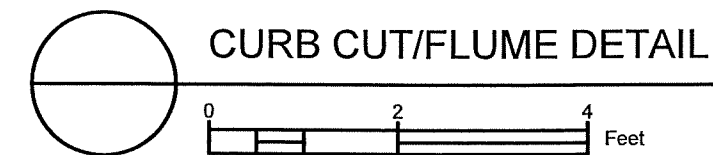
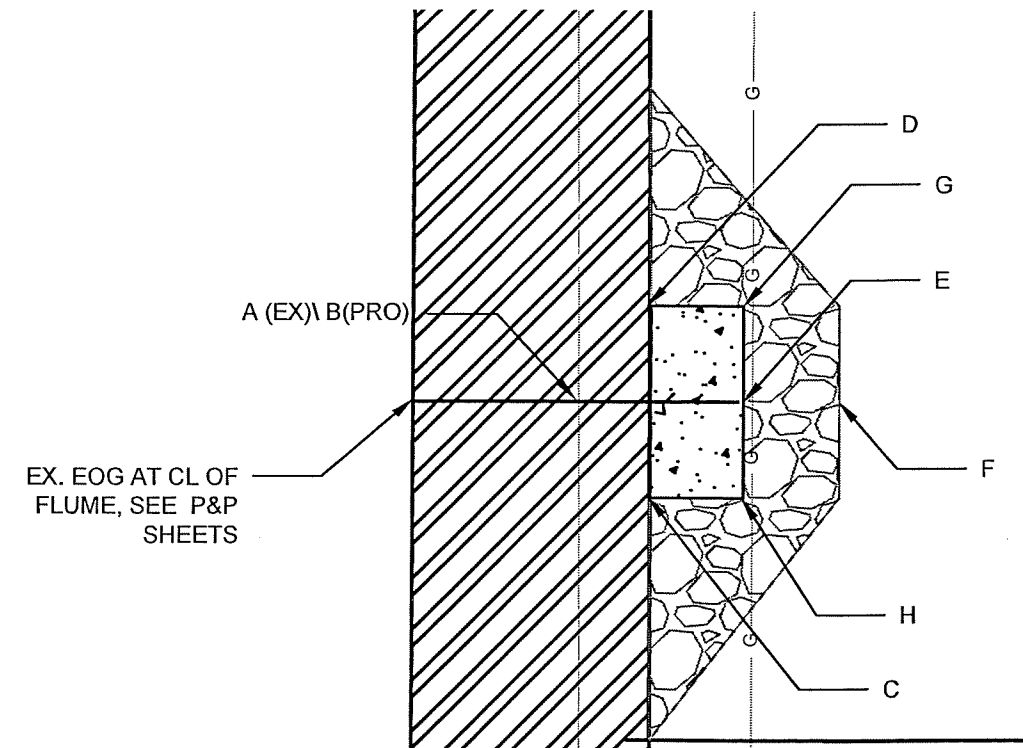
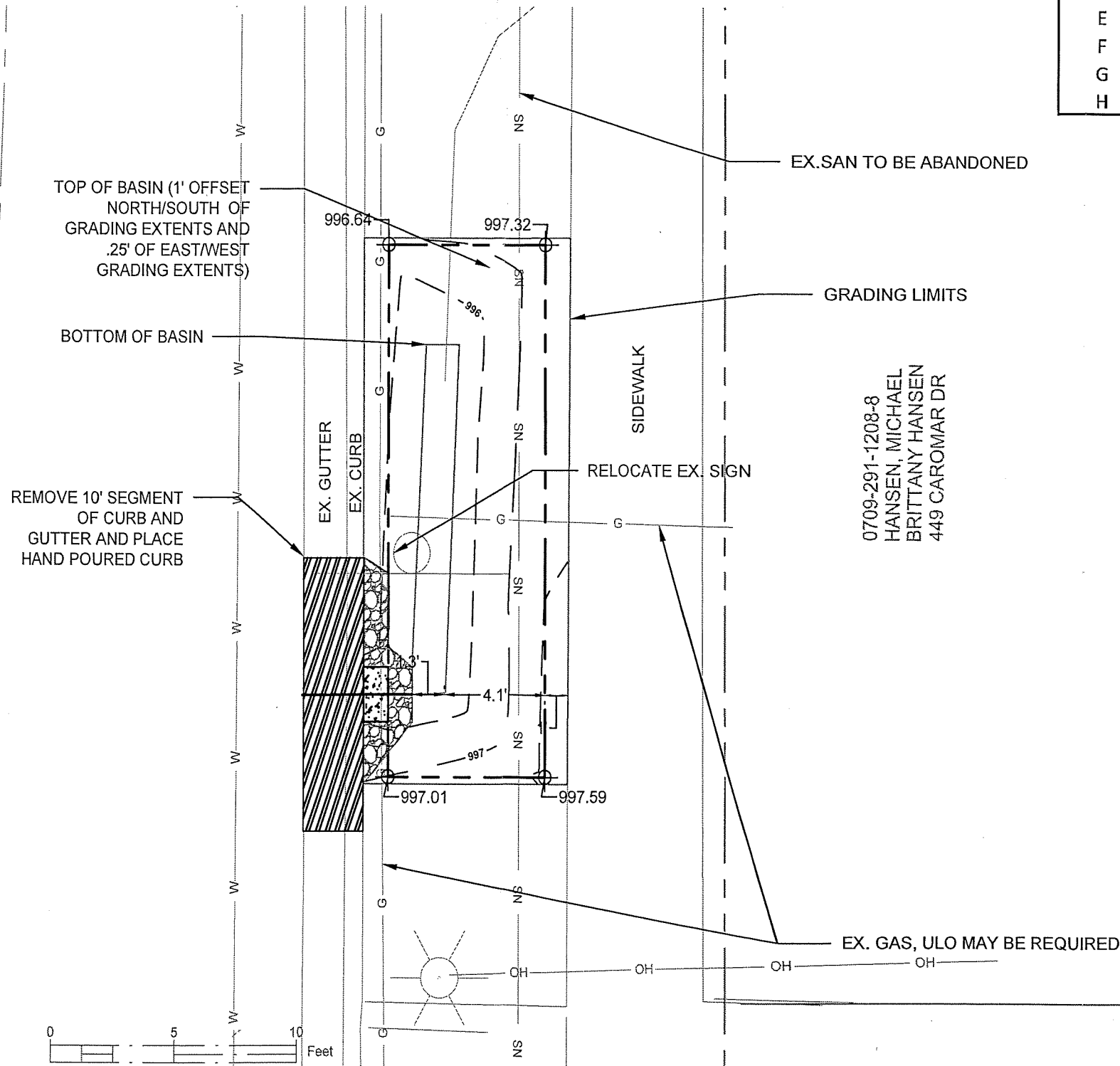
For:

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

REVISED 3/21/2022 SCL
 REPLACED PLAN WITH CORRECT ADDRESS AND RAINGARDEN

DETAIL POINT ELEVATIONS/DESCRIPTIONS

Point	Point Description	Distance from Existing FlowLine (ft)	Elevation
	Ex. EOG at CL of Flume	+0.125	996.57
A	Ex. Flow Line at CL of Flume	0	996.45
B	Pro. Gutter Flow Line at CL of Flume	-0.17	996.28
C	Edge of Flume @ Gutter (Uphill)	varies	996.49
D	Edge of Flume @ Gutter (Downhill)	varies	996.41
E	Bottom of Flume at CL	-0.25	996.20
F	Bottom of Stone/Pond	-0.25	996.20
G	Edge of Flume @ Bottom of Basin (Uphill)	varies	996.41
H	Edge of Flume @ Bottom of Basin (Downhill)	varies	996.32



13706
 RAINGARDEN TERRACE 449 CAROMAR DR
 S. OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE RES - 2022
 MADISON, WI
 CONTRACT NO: 8622

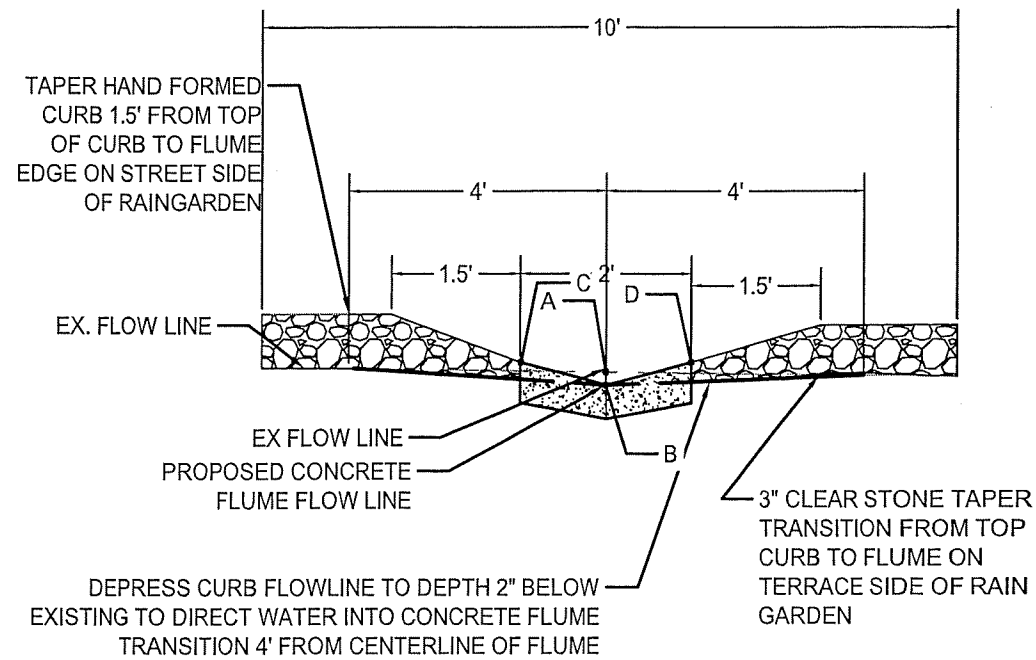


13706
 GI-2

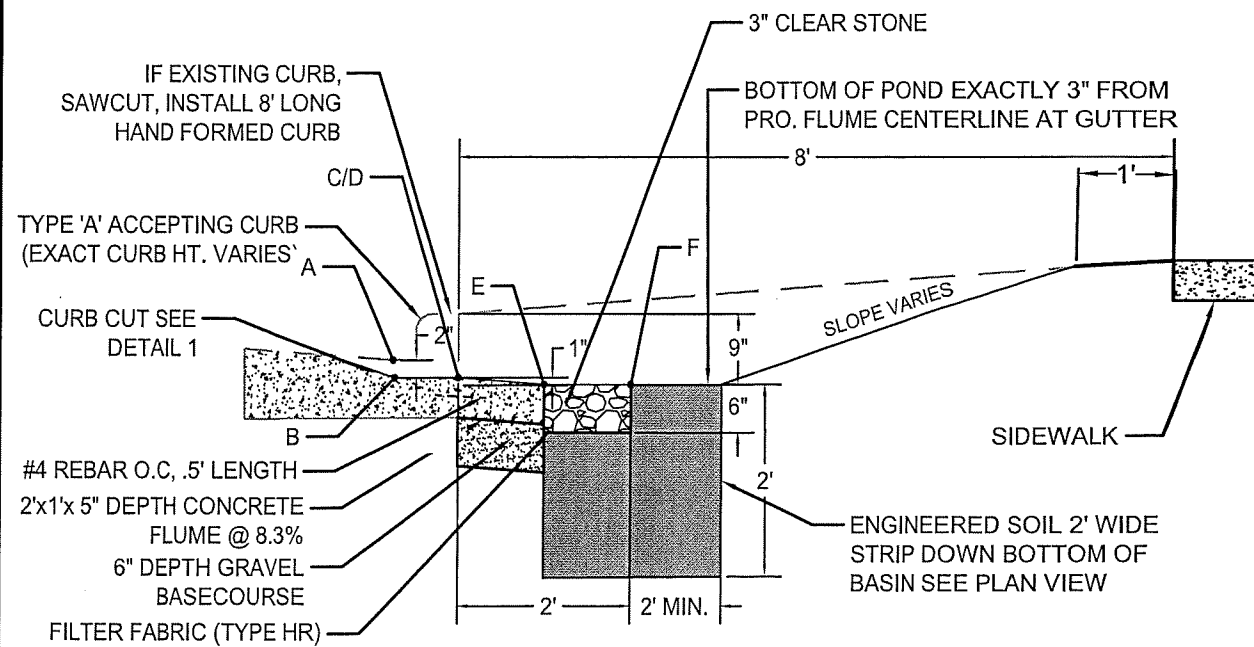
ADDENDA 1
 REVISION
 DATE: 3/21/22
 BY: SCL
 DESIGNED BY: SMS
 DATE: 3/21/2022 8:50 AM
 13706
 Scale: 1"=10'

REVISIT

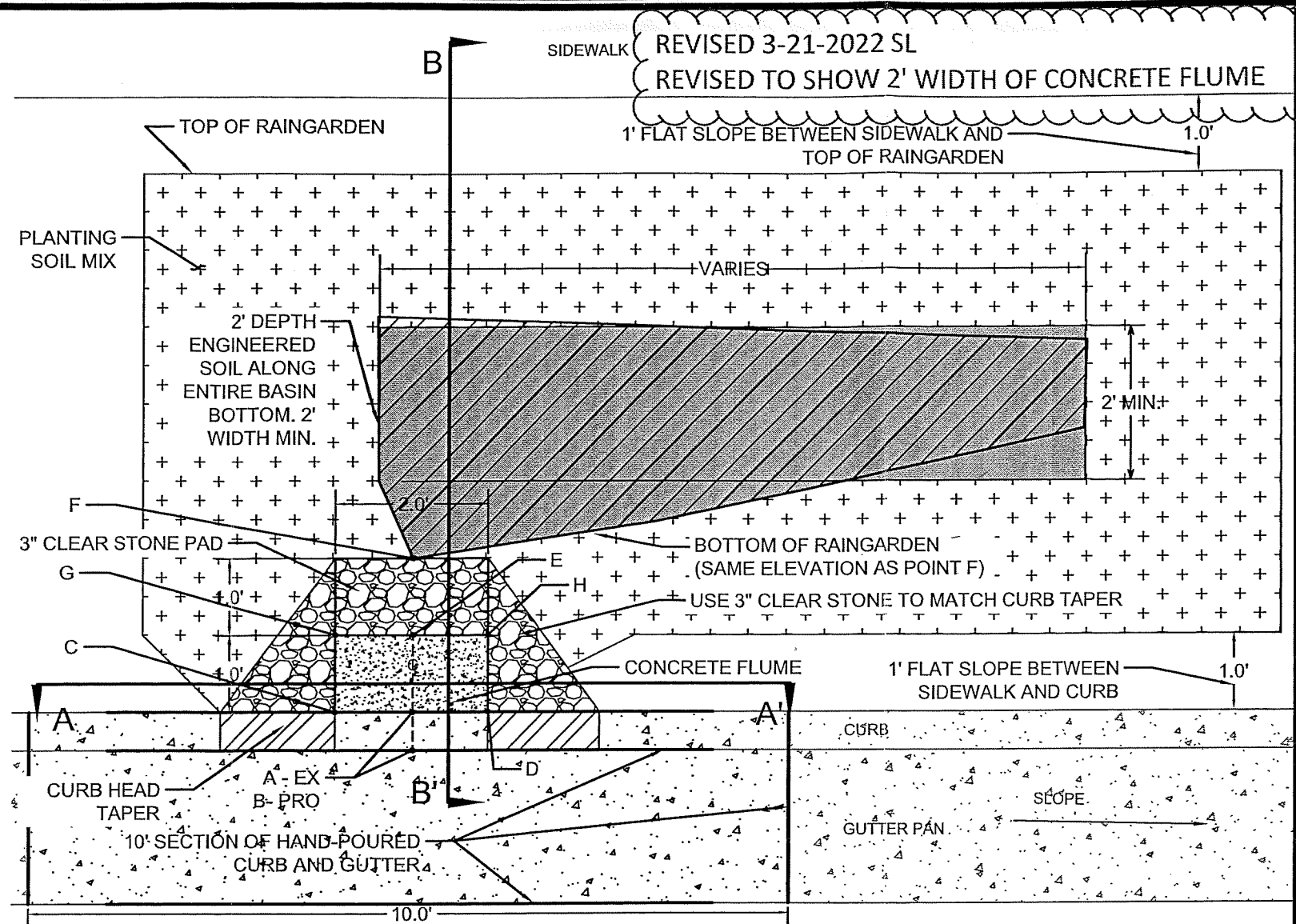
- 1.) ENGINEERED SOIL: SEE STANDARD SPECIFICATIONS
70-85% PRE WASHED COURSE SAND
15-30% COMPOST PER SPECIAL PROVISIONS
- 2.) SEE PLANS FOR SITE SPECIFIC LOCATIONS AND ELEVATIONS
- 3.) 3" CLEAR STONE IS NOT TO HAVE ANY PORTION ABOVE CONCRETE FLUME ON DOWNSTREAM TO BASIN.



1 SECTION A-A' NOT TO SCALE



2 SECTION B-B'



3 PLAN VIEW

DETAIL POINT ELEVATIONS/DESCRIPTIONS			FIELD VERIFY CURB HEIGHT. ADJUST IF CURB TO FLUME LINE IS NOT 6 INCHES.	
Point	Point Description	Required Target Distance from Existing FlowLine (ft)	(ft)	(inches)
A	Ex. Flow Line at CL of Flume	0	-0.5	-6
B	Pro. Gutter Flow Line at CL of Flume	-0.17	-0.67	-8
C	Edge of Flume @ Gutter (Uphill)	varies	varies	
D	Edge of Flume @ Gutter (Downhill)	varies	varies	
E	Bottom of Flume at CL	-0.25	-0.75	-9.00
F	Bottom of Stone/Pond	-0.25	-0.75	-9.00
G	Edge of Flume @ Outfall (Uphill)	varies	0.00	varies
H	Edge of Flume @ Outfall (Downhill)	varies	0.00	varies

ADDENDA 1	REVISION	DATE	BY
		03/21/22	SCL
MARK	DESIGNED BY: SMS	DATE: 3/21/2022 8:42 AM	SCALE: D-3
		13706	

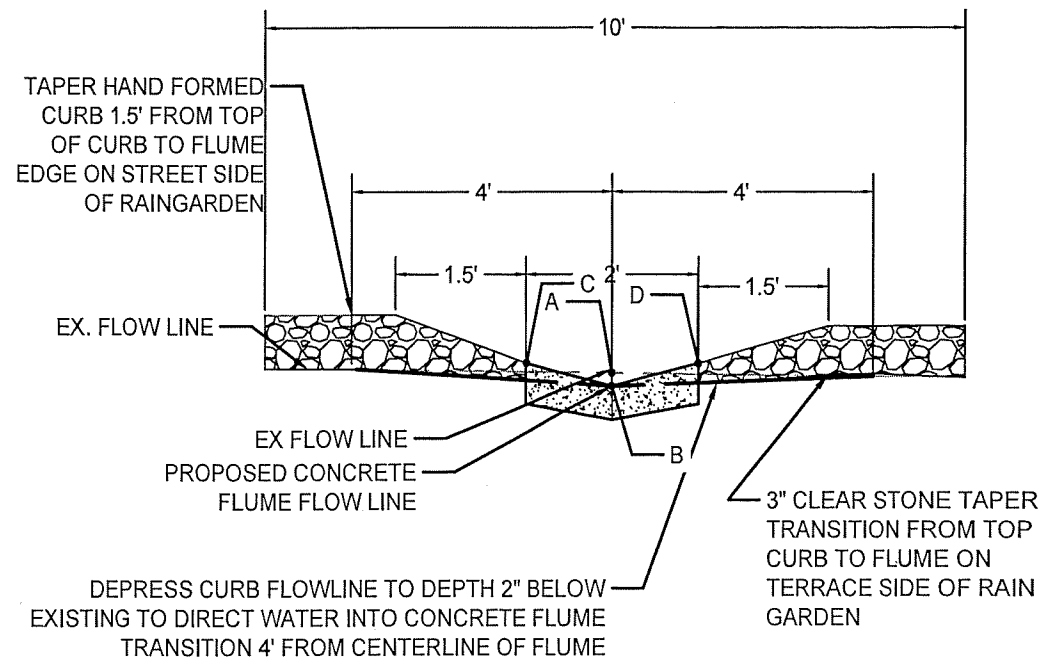
13706
MADISON, WI
CONTRACT NO: 8622

TERRACE RAIN GARDEN DETAIL
S. OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE RES - 2022
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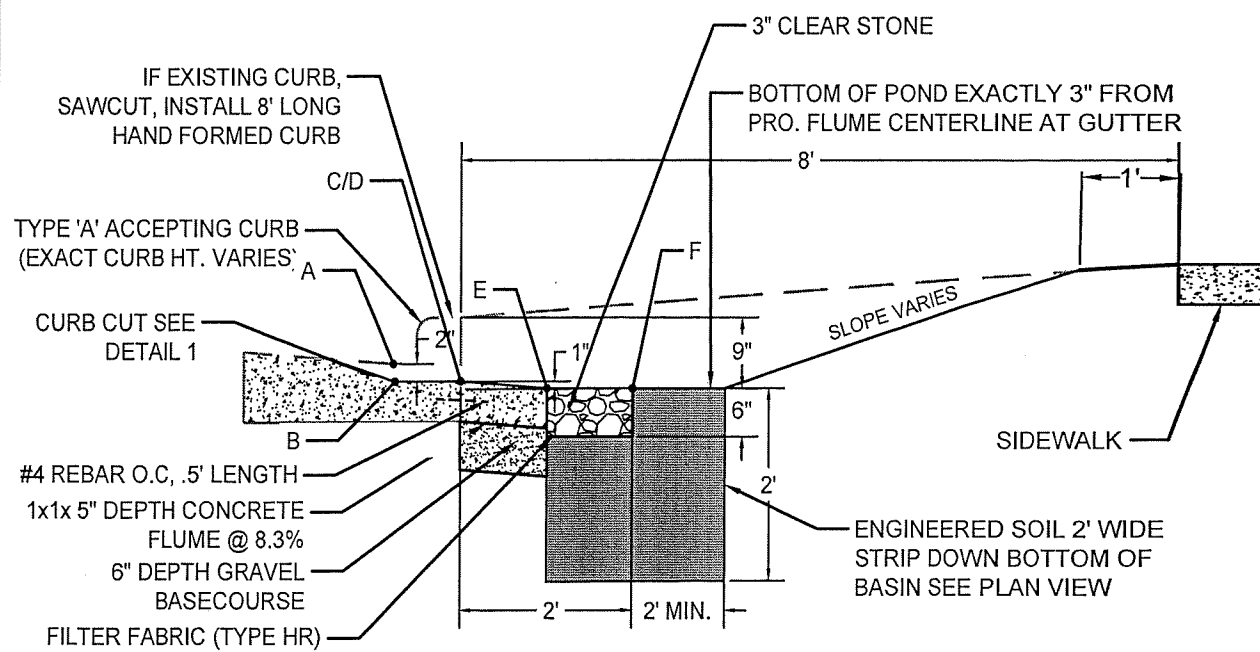
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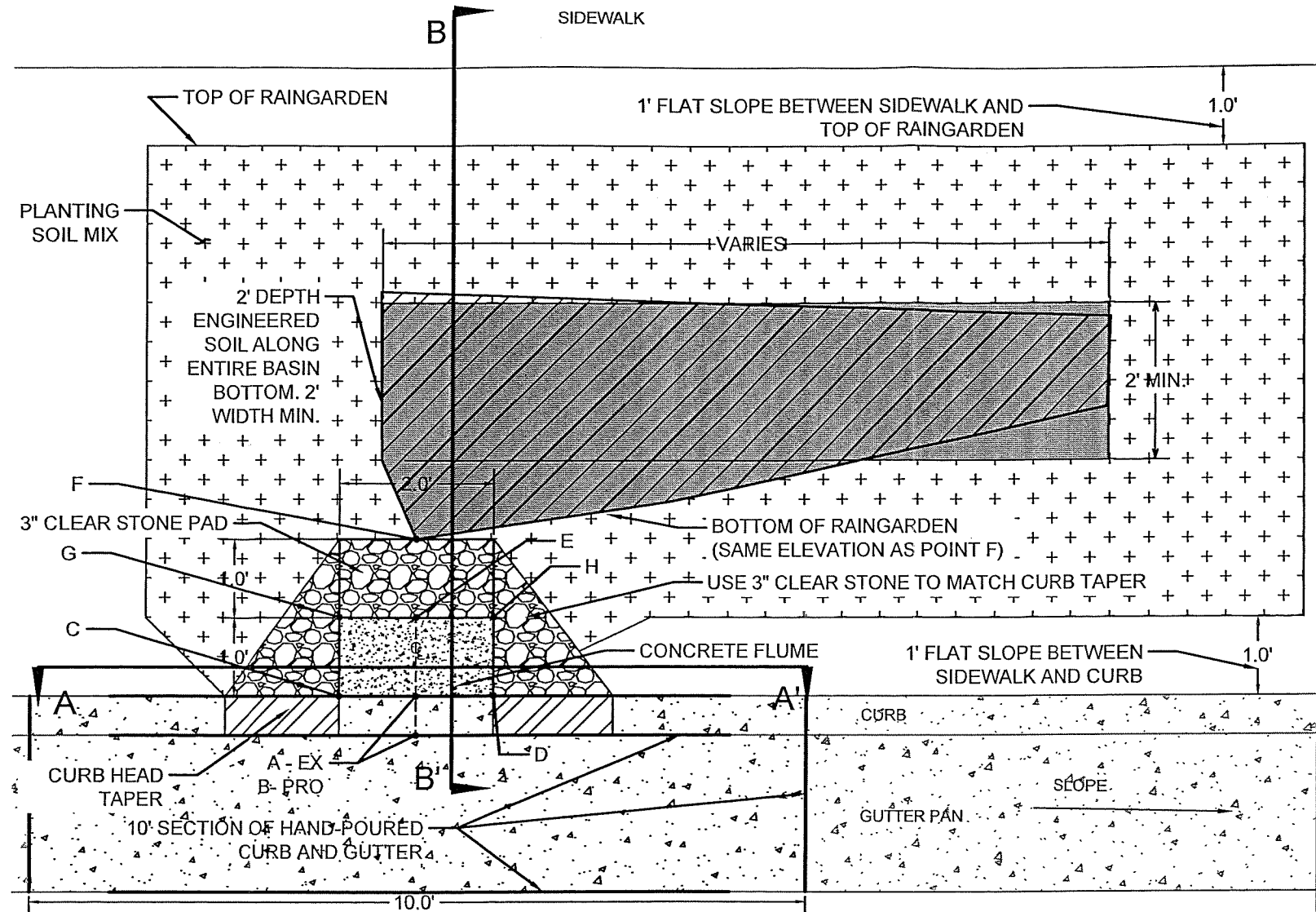
- ENGINEERED SOIL: SEE STANDARD SPECIFICATIONS
70-85% PRE WASHED COURSE SAND
15-30% COMPOST PER SPECIAL PROVISIONS
- SEE PLANS FOR SITE SPECIFIC LOCATIONS AND ELEVATIONS
- 3" CLEAR STONE IS NOT TO HAVE ANY PORTION ABOVE CONCRETE FLUME ON DOWNSTREAM TO BASIN.



1 SECTION A-A' NOT TO SCALE



2 SECTION B-B'



3 PLAN VIEW

DETAIL POINT ELEVATIONS/DESCRIPTIONS			FIELD VERIFY CURB HEIGHT. ADJUST IF CURB TO FLINE LINE IS NOT 6 INCHES.	
Point	Point Description	Required Target Distance from Existing FlowLine (ft)	(ft)	(inches)
A	Ex. Flow Line at CL of Flume	0	-0.5	-6
B	Pro. Gutter Flow Line at CL of Flume	-0.17	-0.67	-8
C	Edge of Flume @ Gutter (Uphill)	varies	varies	
D	Edge of Flume @ Gutter (Downhill)	varies	varies	
E	Bottom of Flume at CL	-0.25	-0.75	-9.00
F	Bottom of Stone/Pond	-0.25	-0.75	-9.00
G	Edge of Flume @ Outfall (Uphill)	varies	0.00	varies
H	Edge of Flume @ Outfall (Downhill)	varies	0.00	varies

REVISION	DATE	BY

13706
MADISON, WI
8622
CONTRACT NO:

TERRACE RAIN GARDEN DETAIL
S. OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE RES - 2022
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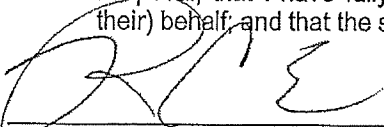
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SECTION E: BIDDERS ACKNOWLEDGEMENT

SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE
RESURFACING ASSESSMENT DISTRICT - 2022
CONTRACT NO. 8622

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 - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Paris Construction LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



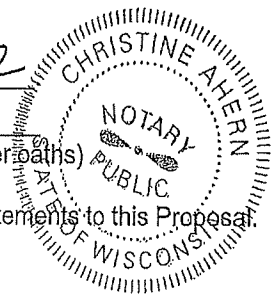
 SIGNATURE
president

 TITLE, IF ANY

Sworn and subscribed to before me this 14 day of March, 2022



 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 12/14/2022
 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8622 – Parisi Construction, LLC

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

SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE
RESURFACING ASSESSMENT DISTRICT - 2022
CONTRACT NO. 8622

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 LLC
Address: 508 S. Nine mound Rd Verona, WI 53593
Telephone Number: 608 848-5991 Fax Number: 608 848-5992
Contact Person/Title: Bob Endres, president

Prime Bidder Certification

I, Robert Endres, president of
Name Title
Parisi Construction LLC certify that the information
Company

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

Christine Mher
Witness' Signature

[Signature]
Bidder's Signature

03-24-2022
Date

SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE RESURFACING ASSESSMENT DISTRICT - 2022

CONTRACT NO. 8622

DATE: 3/24/22

Parisi Construction, LLC

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$3,200.00	\$3,200.00
10770.0 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS (UNDISTRIBUTED) - EACH	2.00	\$150.00	\$300.00
10801.0 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) - L.F.	150.00	\$15.50	\$2,325.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	150.00	\$15.50	\$2,325.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$152,164.19	\$152,164.19
20101.0 - EXCAVATION CUT - C.Y.	1030.00	\$25.75	\$26,522.50
20217.0 - CLEAR STONE - TON	725.00	\$20.00	\$14,500.00
20219.0 - BREAKER RUN - TON	1360.00	\$13.75	\$18,700.00
20221.0 - TOPSOIL - S.Y.	1335.00	\$10.50	\$14,017.50
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	120.00	\$5.30	\$636.00
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	79.33	\$12.00	\$951.96
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	3920.00	\$4.20	\$16,464.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	10920.00	\$2.10	\$22,932.00
20401.0 - CLEARING - I.D.	56.00	\$100.00	\$5,600.00
20403.0 - GRUBBING - I.D.	56.00	\$26.25	\$1,470.00
20701.0 - TERRACE SEEDING - S.Y.	1335.00	\$2.00	\$2,670.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	1335.00	\$2.00	\$2,670.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	1550.00	\$22.00	\$34,100.00
30208.0 - HAND FORMED CURB AND GUTTER(UNDISTRIBUTED) - L.F.	2370.00	\$37.00	\$87,690.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	8040.00	\$7.50	\$60,300.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	2880.00	\$8.50	\$24,480.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	176.00	\$50.00	\$8,800.00
40201.0 - HMA PAVEMENT 3 LT 58-28 S - TON	1440.00	\$70.00	\$100,800.00
40202.0 - HMA PAVEMENT 4 LT 58-28S - TON	1155.00	\$77.00	\$88,935.00
40211.0 - TACK COAT - GAL	925.00	\$2.90	\$2,682.50
40311.0 - PULVERIZE AND SHAPE - SY	9445.00	\$2.30	\$21,723.50
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EACH	28.00	\$340.00	\$9,520.00
40410.0 - CONCRETE SPEED HUMP - S.Y.	79.33	\$100.00	\$7,933.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	450.00	\$5.00	\$2,250.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	100.00	\$20.00	\$2,000.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	300.00	\$15.50	\$4,650.00
20217.0 - CLEAR STONE - TON	530.00	\$17.75	\$9,407.50
21002.0 - EROSION CONTROL INSPECTION - EACH	10.00	\$310.00	\$3,100.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$150.00	\$300.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	5.00	\$220.00	\$1,100.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$6,200.00	\$6,200.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	18.00	\$150.00	\$2,700.00
21046.0 - INLET PROTECTION, TYPE D - PROVIDE & INSTALL - EACH	1.00	\$150.00	\$150.00
21047.0 - INLET PROTECTION, TYPE D - MAINTAIN - EACH	1.00	\$53.00	\$53.00
21048.0 - INLET PROTECTION, TYPE D - REMOVE - EACH	1.00	\$53.00	\$53.00
21049.0 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	31.00	\$170.00	\$5,270.00

SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE RESURFACING ASSESSMENT DISTRICT - 2022

CONTRACT NO. 8622

DATE: 3/24/22

Parisi Construction, LLC

Item	Quantity	Price	Extension
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	31.00	\$53.00	\$1,643.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	31.00	\$53.00	\$1,643.00
50401.0 - 12 INCH RCP STORM SEWER PIPE - L.F.	309.00	\$86.00	\$26,574.00
50741.0 - TYPE H INLET - EACH	13.00	\$2,900.00	\$37,700.00
90010.0 - PERMEABLE ARTICULATING CONCRETE BLOCK (P-ACB) - SF	2024.00	\$31.50	\$63,756.00
90011.0 - POLYMERIC SAND GAP FILLING - L.F.	506.00	\$2.30	\$1,163.80
21110.0 - TERRACE RAINGARDEN - SF	619.00	\$15.75	\$9,749.25
50726.0 - 6'X6' STORM SAS - EACH	3.00	\$9,300.00	\$27,900.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	5.00	\$640.00	\$3,200.00
20313.0 - REMOVE INLET - EACH	8.00	\$640.00	\$5,120.00
20314.0 - REMOVE PIPE - L.F.	176.00	\$36.00	\$6,336.00
20336.0 - PIPE PLUG (STORM) - EACH	4.00	\$150.00	\$600.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1645.00	\$0.01	\$16.45
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	1596.00	\$10.50	\$16,758.00
50301.0 - 8" PVC SANITARY SEWER PIPE SDR-35 - L.F.	10.00	\$154.00	\$1,540.00
50402.0 - 15 INCH RCP STORM SEWER PIPE - L.F.	471.00	\$72.00	\$33,912.00
50403.0 - 18 INCH RCP STORM SEWER PIPE - L.F.	246.00	\$74.00	\$18,204.00
50404.0 - 21 INCH RCP STORM SEWER PIPE - L.F.	547.00	\$85.00	\$46,495.00
50405.0 - 24 INCH RCP STORM SEWER PIPE - L.F.	33.00	\$120.00	\$3,960.00
50435.0 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	39.00	\$120.00	\$4,680.00
50723.0 - 3'X3' STORM SAS - EACH	13.00	\$3,400.00	\$44,200.00
50792.0 - STORM SEWER TAP (UNDISTRIBUTED) - EACH	1.00	\$1,300.00	\$1,300.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	1.00	\$2,000.00	\$2,000.00
50794.0 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	6.00	\$2,000.00	\$12,000.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	21.00	\$590.00	\$12,390.00
70101.0 - FURNISH AND INSTALL STYROFOAM - EACH	14.00	\$24.00	\$336.00
90012.0 - RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED) - EACH	7.00	\$2,300.00	\$16,100.00
90013.0 - RELOCATE WATER MAIN (UNDISTRIBUTED) - EACH	8.00	\$4,800.00	\$38,400.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	11.00	\$640.00	\$7,040.00
20314.0 - REMOVE PIPE (SANITARY) - L.F.	400.00	\$25.25	\$10,100.00
20331.0 - ABANDON SEWER ACCESS STRUCTURE (SANITARY) - EACH	2.00	\$640.00	\$1,280.00
20335.0 - ABANDON SEWER WITH SLURRY - C.Y.	10.00	\$230.00	\$2,300.00
20336.0 - PIPE PLUG (SANITARY) (UNDISTRIBUTED) - EACH	4.00	\$150.00	\$600.00
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	1.00	\$430.00	\$430.00
50212.0 - SELECT FILL FOR SANITARY SEWER MAIN - T.F.	3216.00	\$0.01	\$32.16
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	2747.00	\$10.50	\$28,843.50
50301.0 - 8" PVC SANITARY SEWER PIPE SDR-35 - L.F.	2254.00	\$125.00	\$281,750.00
50353.0 - SANITARY SEWER LATERAL SDR-35 - L.F.	962.00	\$17.00	\$16,354.00
50356.0 - RECONNECT SANITARY LATERAL - EACH	30.00	\$4,300.00	\$129,000.00
50361.0 - WASTEWATER CONTROL - EACH	1.00	\$770.00	\$770.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	92.00	\$55.00	\$5,060.00
50701.0 - 4' DIAMETER SAS - EACH	17.00	\$5,000.00	\$85,000.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	5.00	\$500.00	\$2,500.00
50791.0 - SANITARY SEWER TAP - EACH	9.00	\$4,200.00	\$37,800.00
85 Items	Totals		\$1,818,181.81

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, LLC
COMPANY NAME AFFIX SEAL

January 13, 2021
DATE

By: [Signature]
SIGNATURE AND TITLE
president

SURETY

Western Surety Company
COMPANY NAME AFFIX SEAL

January 11, 2022
DATE

By: [Signature]
SIGNATURE AND TITLE
Trudy A. Szalewski, Attorney-in-fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6502661 for the year 2022 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 11, 2022
DATE

[Signature]
AGENT SIGNATURE Trudy A. Szalewski

10700 Research Drive - #450
ADDRESS

Milwaukee, WI 53226
CITY, STATE AND ZIP CODE

414-225-5394
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.

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) 1/11/2022 to 1/10/2024
NAME OF SURETY Western Surety Company
NAME OF CONTRACTOR Parisi Construction, LLC
CERTIFICATE HOLDER City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

January 13, 2022

DATE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Andrew Marks, Individually of Milwaukee, Wisconsin**

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2021.



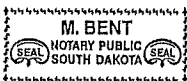
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of January 2022



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION H: AGREEMENT

THIS AGREEMENT made this 20th day of April in the year Two Thousand and Twenty-Two between **PARISI CONSTRUCTION, LLC** 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 **APRIL 19, 2022**, 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:

SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE RESURFACING ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8622

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION EIGHT HUNDRED EIGHTEEN THOUSAND ONE HUNDRED EIGHTY-ONE AND 81/100 (\$1,818,181.81)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

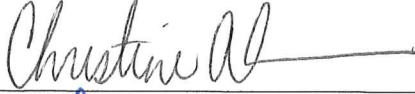


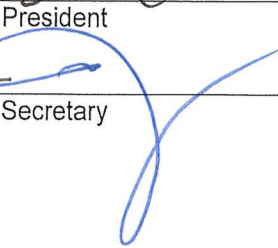


To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE
RESURFACING ASSESSMENT DISTRICT - 2022
CONTRACT NO. 8622**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:


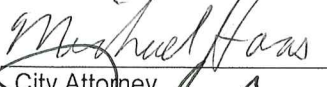
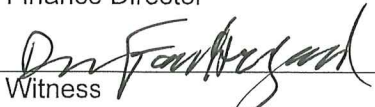


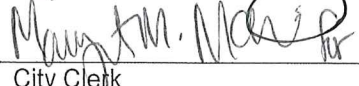
PARISI CONSTRUCTION, LLC

	4/7/2022 Date	Company Name 	4/7/2022 Date
Witness 	4/7/2022 Date	President 	4/7/2022 Date
Witness 	4/7/2022 Date	Secretary 	4/7/2022 Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	4-29-2022 Date	Approved as to form: 	5/3/22 Date
Finance Director	4-29-2022 Date	City Attorney	5/3/22 Date
	5/3/22 Date		5/3/22 Date
Witness	5/3/22 Date	Mayor	5/3/22 Date
	4-26-2022 Date		4/26/22 Date
Witness	4-26-2022 Date	City Clerk	4/26/22 Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **PARISI CONSTRUCTON, LLC** as principal, and Western Surety Company Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION EIGHT HUNDRED EIGHTEEN THOUSAND ONE HUNDRED EIGHTY-ONE AND 81/100 (\$1,818,181.81)** 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:

**SOUTH OWEN DRIVE, KEATING TERRACE AND CAROMAR DRIVE
RESURFACING ASSESSMENT DISTRICT - 2022
CONTRACT NO. 8622**

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 April 2022

Countersigned:

Christine Ahern
Witness

PARISI CONSTRUCTON, LLC
Company Name (Principal)
[Signature]
President Seal

[Signature]
Secretary

Approved as to form:

Michael Haas
City Attorney

Western Surety Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Trudy A. Szalewski

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6502661 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

4/20/2022
Date

[Signature]
Agent Signature Trudy A. Szalewski

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Andrew Marks, Individually of Milwaukee, Wisconsin**

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2021.



WESTERN SURETY COMPANY

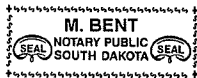
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of April, 2022



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.