

\$545,820.82

BID OF PARISI CONSTRUCTION, LLC

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

FIRE STATION 14 TRAINING SITE PHASE 1

CONTRACT NO. 9329

PROJECT NO. 14203

MUNIS NO. 14203-30-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON FEBRUARY 13, 2024

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**FIRE STATION 14 TRAINING SITE PHASE 1  
CONTRACT NO. 9329**

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Contract Materials available in BidExpress:

Exhibit A: Drawings

Exhibit B: Specifications

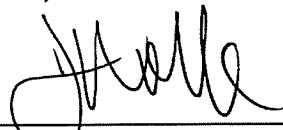
Reference 1: Stormwater Management and Erosion Control Plan

Reference 2: Field Delineated Wetlands

Reference 3: Underground Electric Easement

This Proposal, and Agreement have  
been prepared by:

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

  
\_\_\_\_\_  
James M. Wolfe, P.E., City Engineer

JMW: mc

## 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:	FIRE STATION 14 TRAINING SITE PHASE 1
CONTRACT NO.:	9329
SBE GOAL	18%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	01/04/24
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	01/04/24
BID SUBMISSION (2:00 P.M.)	01/11/24
BID OPEN (2:30 P.M.)	01/11/24
PUBLISHED IN WSJ	12/7, 12/14, 12/21, 12/28/23 & 01/04/24

**SBE PRE BID MEETING:** Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, [TLomax@cityofmadison.com](mailto:TLomax@cityofmadison.com).

**PREQUALIFICATION APPLICATION:** Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://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](http://www.bidexpress.com).

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 - 2023 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](http://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)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

All bids, sealed or electronic, must be accompanied with a Bid Bond (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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.  
6 ☐ Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture  
7 ☐ Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)  
8 ☐ State of Wisconsin Master Plumbers License.

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://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](http://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**

### **FIRE STATION 14 TRAINING SITE PHASE 1 CONTRACT NO. 9329**

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 \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT**

The bidder must completely fill in the unit price and total bid for each bid item shown on the proposal page and provide the grand total at the bottom of the page.

After the initial bid advertisement and prior to bid opening the City will establish a Construction Budget Dollar Value. This contract shall be awarded to the lowest bidder whose grand total bid is below the Construction Budget Dollar Value.

The City shall have the right to reject all bids regardless of the value of the bids submitted.

The Awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to 12:00pm on Thursday, February 15<sup>th</sup> 2024. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday, February 14<sup>th</sup>, 2024.

#### **ARTICLE 104 SCOPE OF WORK**

This contract is for the construction of private roadways to be located at the Madison Fire Station No. 14 Training Site, 3101 Dairy Drive. The private roadways, including water hydrants, paving, curb/gutter and stormwater management will be used by Madison Fire Department for operator training and access to future training apparatus.

The scope of work for the bidding contractor and all sub-contractors includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. All Contractors shall use properly functioning equipment capable of performing the tasks required. All Contractors shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

In addition, the Contractors shall include all costs of disposal, equipment rental, utility service installations, temporary services, and any other costs whatsoever which may be required for execution of this contract.

## SECTION 104.1

### LANDS FOR WORK

All work under this contract shall be conducted at 3101 Dairy Drive, Madison, WI.

All Contractors shall be aware that the adjacent site is actively used as Fire Station No. 14. **Contractor will not be allowed to park on any of the existing fire station driveways or parking areas.**

## SECTION 104.2

### INTENT AND COORDINATION OF CONTRACT DOCUMENTS

The contract documents are complimentary of each other and consist of all of the following:

#### Documents provided for bidding purposes

- The City of Madison Standard Specifications for Public Works Construction, 2023 Edition
- These Special Provisions
- Exhibit A: Plan Set dated 10/31/2023
- Exhibit B: General Specifications 10/21/2023
- All Addendums to the bidding documents

#### Documents provided for reference

- Reference Doc 1; Storm water Management and Erosion Control Plan
- Reference Doc 2: Field Delineated Wetlands
- Reference Doc 3: Underground Electric Easement

## SECTION 105.5

### INSPECTION OF WORK

The Contractor shall be responsible for coordinating all required regulatory inspections associated with items and installations during the execution of this contract.

CGC, Inc. is under contract with the City of Madison for earthwork and pavement testing services related to this contract. **The Contractor SHALL NOT include these testing services in their bid.**

The Contractor shall provide access to all of the work associated with this contract to the staff and consultants of the City design team.

The Contractor shall be aware that additional city staff shall review work for quality control compliance to the City Standard Specifications for Public Works. QC reviews are in addition to any code required inspections under various permits. QC review may require higher levels of materials and workmanship under the City Standard Specifications for Public Works than what is typically required by Building Inspection for code compliance. These reviews shall include but not be limited to excavation, base, paving, storm, sanitary, water, and building installations.

## SECTION 105.6

### CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

All Contractors have a responsibility to review all contract documents noted in Section 104.2 above. No Contractor shall assume that information shown incorrectly on plans for other trades is not their responsibility.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents for clarification of the bid documents, by addendum, prior to the bid due deadline.

Any Contractor who identifies such a discrepancy after the contract has been awarded shall immediately notify the City Project Manager of the discrepancy through the RFI (Request For Information) process for clarification prior to ordering materials and or beginning work.

#### **SECTION 105.12      COOPERATION BY THE CONTRACTOR**

The Contractor shall review the site plan for site constraints and adjust his/her bid according to those constraints.

#### **SECTION 108.2      PERMITS AND LICENSING**

The Contractor shall be responsible for all City of Madison Building Inspection review applications and fees.

The Contractor and his/her sub-contractors shall be responsible for all building, electrical, and other permits as required by City of Madison Ordinances.

Where a fee covers initial inspections associated with the permit the Contractor shall be responsible for paying for any fees associated with re-inspections.

The City Project Manager through the Parking Lot and Site Review process has already secured the following Permits. The General Contractor shall not make application for the permits and shall not include any fees for them in their bid:

- City of Madison Erosion Control Permit
- City of Madison Storm Water Management Permit

#### **SECTION 109.7      TIME OF COMPLETION**

Work shall begin only after the contract is completely executed and the Start Work Letter is received. It is anticipated that the start work letter shall be issued on or about **February 29, 2024**.

The Contractor shall have reached a level of **Construction Closeout** - **NO LATER THAN Friday June 28<sup>th</sup> 2023**.

#### **SECTION 109.14      MOBILIZATION**

Only one mobilization (see City Standard Specifications for Public Works) shall be permitted for this contract. Additional mobilizations shall not be permitted due to weather, contract scheduling, material/equipment deliveries and other similar reasons.

#### **SECTION 202.3(c)      SPECIAL COMPACTION**

See City of Madison Standard Specifications for Public Works Contracts for more complete information.

CGC, Inc. is under contract with the City of Madison for earthwork and pavement testing services related to this contract. The Contractor shall be responsible for contacting CGC for all compaction testing, asphalt and concrete sampling, and other testing services as noted in the contract documents. **The Contractor SHALL NOT include these testing services in their bid.**

Compaction shall meet the requirements specified in the City Standard Specifications:

- All compaction shall be completed with vibratory type equipment. Compaction by ramming using a backhoe bucket will not be permitted.

## **ARTICLE 210            Erosion Control**

See City of Madison Standard Specifications for Public Works Contracts Article 210 for more complete information.

The Contractor shall include all costs for the materials, installation, maintenance, and removal of all storm water management Best Management Practices (BMP) required for the site.

The Contractor shall be required to perform all required inspections, reporting, corrective actions, and fines associated with the requirements of the permits and City of Madison Ordinances.

### **SECTION 210.1(d)    STREET SWEEPING**

When required, either by the erosion control plan or the City Construction Manager, 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 City Construction Manager and shall remove all loose material to the satisfaction of the City Construction Manager. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

### **SECTION 301.10      CONCRETE WASTE MANAGEMENT**

The Contractor shall only use pre-fabricated washout containers for this contract.

The Contractor shall do all of the following:

- Provide sufficient containers, constructed and lined to city standards, to handle the washout requirements for the concrete delivery.
- Prefabricated washout containers shall only be located as follows:
  - Unused, empty washout containers may be stored on existing asphalt pavement.
  - Washout containers being used shall be placed within the area of excavation to prevent possible spillage onto asphalt pavement.
  - Full washout containers shall remain in excavated area until cured and removed from the project site.
- Monitor the washout operations to ensure drivers are properly using the devices and washout is being contained within the container
- Monitor the waste level in the container to ensure waste levels remain at least 6" below the top of the container
- Immediately clean any spillage and prevent spillage from reaching any inlets, pond, or wetland. Remove any spillage contained within surrounding soils.

The Contractor shall review the entire Concrete Waste Management section of the City of Madison Standard Specifications for Public Works contracts for more information.

### **STANDARD BID ITEMS**

**Note:** The Contractor shall be responsible for reviewing the descriptions, methods of measurement, and basis of payment of all standard bid items as described in the City of Madison Standard Specifications for Public Works Construction, 2023 Edition. The following Standard Bid Items described in these special provisions have been modified for this contract.

## **NON STANDARD BID ITEMS**

### **BID ITEM 90001 – WATER VALVE ENCLOSURE BOX FOR SITE**

#### **DESCRIPTION**

Bid Item 90001 Furnish and install Water Meter Enclosure per plans and specification buildings as follows:

- The Contractor shall be aware that all work described under this bid item is part of the BASE BID even though some work may be located within the area defined on the plans as Bid Item
- **METHOD OF MEASUREMENT**  
Bid Item 90001 shall be measured as LUMP SUM for all work and installation as specified in the description above.

#### **BASIS OF PAYMENT**

Bid Item 90001 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- Up to Ninety-Five (95) percent of the contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.
- Five (5) percent of the contract unit price shall be paid after all disposal documentation has been provided to the City Project Manager.

### **BID ITEM 90002 – WATER VALVE ENCLOSURE WIRING**

#### **DESCRIPTION**

Bid Item 90002 shall include the material and labor to electrically wire the water valve enclosure box in working order.

#### **METHOD OF MEASUREMENT**

Bid Item 90002 shall be measured as LUMP SUM for all work and installation as specified in the description above.

#### **BASIS OF PAYMENT**

Bid Item 90002 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- Up to Ninety-Five (95) percent of the contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.
- Five (5) percent of the contract unit price shall be paid after all disposal documentation has been provided to the City Project Manager.

### **BID ITEM 90003 – OUTLET STRUCTURE**

#### **DESCRIPTION**

Bid Item 90003 shall include all labor, materials, and equipment to furnish and install the concrete outlet structure for the bioretention area as indicated on the contract drawings.

#### **METHOD OF MEASUREMENT**

Bid Item 90003 shall be measured as LUMP SUM for all work and installation as specified in the description above.

#### **BASIS OF PAYMENT**

Bid Item 90003 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.



- The contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.

#### **BID ITEM 90004 – HAALA 36” DIA**

##### **DESCRIPTION**

Bid Item 90004 shall include all labor, materials, and equipment to furnish and install the metal trash guard manufactured by HAALA as indicated on the contract drawings.

##### **METHOD OF MEASUREMENT**

Bid Item 90004 shall be measured as LUMP SUM for all work and installation as specified in the description above.

##### **BASIS OF PAYMENT**

Bid Item 90004 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- The contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.

#### **BID ITEM 90005 – CONSTRUCTION SURVEYING**

##### **DESCRIPTION**

Bid Item 90005 shall include all labor, materials, and equipment to construction stake the project as needed to be built per the project plans and specifications.

##### **METHOD OF MEASUREMENT**

Bid Item 90005 shall be measured as LUMP SUM for all work and installation as specified in the description above.

##### **BASIS OF PAYMENT**

Bid Item 90005 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- The contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.

#### **BID ITEM 90006 – TURF SEED DWARF FESCUE BLEND**

##### **DESCRIPTION**

Bid Item 90006 shall include all labor, materials, and equipment to furnish and install the dwarf fescue blend seed as indicated on the contract drawings.

##### **METHOD OF MEASUREMENT**

Bid Item 90006 shall be measured in completed unites as a square yard for all work and installation as specified in the description above.

##### **BASIS OF PAYMENT**

Bid Item 90006 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- The contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.

## **BID ITEM 90007 – 8" PVC STORM CLEAN OUT OBSERVATION PORT FOR BIORETENTION**

### **DESCRIPTION**

Bid Item 90007 shall include all labor, materials, and equipment to furnish and install the three observations wells/cleanouts as indicated on the contract drawings. This includes the rock backfill, piping materials, cap, anchor, filter fabric, and all other details as shown in the contract drawings.

### **METHOD OF MEASUREMENT**

Bid Item 90007 shall be measured as LUMP SUM for all work and installation as specified in the description above.

### **BASIS OF PAYMENT**

Bid Item 90007 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- The contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.

## **BID ITEM 90008 – BIORETENTION LINER**

### **DESCRIPTION**

Bid Item 90008 shall include all labor, materials, and equipment to furnish and install the liner at the bottom of the bioretention basin as indicated on the contract drawings.

### **METHOD OF MEASUREMENT**

Bid Item 90008 shall be measured as square feet for all work and installation as specified in the description above.

### **BASIS OF PAYMENT**

Bid Item 90008 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- The contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.

## **BID ITEM 90009 – PEA GRAVEL**

### **DESCRIPTION**

Bid Item 90009 shall include all labor, materials, and equipment to furnish and install the peal gravel in the bioretention area as indicated on the contract drawings.

### **METHOD OF MEASUREMENT**

Bid Item 90009 shall be measured in tons for all work and installation as specified in the description above.

### **BASIS OF PAYMENT**

Bid Item 90009 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- The contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.

## **BID ITEM 90010 – LANDSCAPING PLAN**

### **DESCRIPTION**

Bid Item 90010 shall include all labor, materials, and equipment to furnish and install all the landscaping as shown in the contract drawings. This includes all landscaping beds, shrubs, trees, edging, and native planting plugs in the bioretention area. Landscaping removals and any temporary landscape items are also included in this bid item.

### **METHOD OF MEASUREMENT**

Bid Item 90010 shall be measured as LUMP SUM for all work and installation as specified in the description above.

### **BASIS OF PAYMENT**

Bid Item 90010 shall be paid at the contract lump sum price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- The contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.

### **POINTS OF CONTACT**

The Construction Manager for City Engineering, Facility Management for this contract is:

Steve White  
PH: (608) 266-5969  
Email: [swhite@CityofMadison.com](mailto:swhite@CityofMadison.com)  
210 Martin Luther King Jr. Blvd  
Room 115

The Civil Engineer Design Consultant for this contract is:

Scott Anderson, P.E.  
Civil Engineer  
Snyder & Associates, Inc.  
Email: [sanderson@snyder-associates.com](mailto:sanderson@snyder-associates.com)  
P: 608.838.0444 x238 | C: 608.732.7105  
5010 Voges Rd, Madison, WI 53718



Office of City Engineering  
**City Engineering**  
Room 115, City County Building  
210 Martin Luther King Jr. Boulevard  
Madison, WI 53703-3346  
TEL: 608/266-4751 FAX: 608/264-9275  
Website: [www.cityofmadison.com/engineering.html](http://www.cityofmadison.com/engineering.html)

ADDENDUM NO. 1  
City of Madison, Engineering Department

CONTRACT NO. 9329  
Fire Station 14 Training Site Phase 1

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

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.

1. GENERAL CONTRACT CONDITIONS

Update City of Madison Construction Manager Contact as follows  
Steve White  
(608) 266-5969  
(608) 574-7795  
[swhite@cityofmadison.com](mailto:swhite@cityofmadison.com)

2. GENERAL QUESTIONS AND ANSWERS

(a) Striping and Pavement Markings

1. The striping and pavement markings are not a part of the Bid Proposal. The cost of this is incidental to the project.

(b) Test Pit Results

2. Four test pits were conducted as part of the infiltration analysis for the site. They have been added to the bid documents as a Reference file.

(c) Future Training Tower Area

3. This is shown on the plans for reference only, no work from the Contractor is expected for this area.

3. SPECIFICATIONS

(a) Section 301.10 Concrete Waste Management

1. Strike all language under this section and replace with:

The Contractor shall use an earthen concrete washout for concrete management as shown on detail 2 on Sheet C401 of the project plans.

The Contractor shall review the entire Concrete Waste Management section of the City of Madison Standard Specifications for Public Works contracts for more information.

4. DRAWINGS

(a) Sheet C300

1. The concrete pavement thickness has been changed from 6" to 8" for the car training area. See keynote #5.

5. PROPOSAL

(b) Proposal Page

1. The following items are either added or modified from the existing Proposal Page
  - a. Add Bid item 90011 – 12" HDPE Storm Sewer Pipe (incl. Endwall)
  - b. Modify Quantity for item 40401 – 8" Concrete Pavement
  - c. Modify Quantity for item 40102 – Crushed Aggregate Base Course, Gradation No 2 or No 3

For questions regarding this bid, contact:

Steve White  
(608) 266-5969  
(608) 574-7795  
swhite@cityofmadison.com



Division of Industry Services  
P.O. Box 2658  
Madison, Wisconsin 53701

## Attachment 2:

## SOIL AND SITE EVALUATION - STORM

In accordance with SPS 382.365, 385, Wis. Adm. Code, and WDNR Standard 1002

Page 1 of 1

Attach a complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent of slope, scale or dimensions, north arrow, and BM referenced to nearest road.  <b>Please print all information</b> Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m)]	County	Dane
	Parcel I.D.	251/0710-224-0308-5
	Reviewed by:	Date:

Property Owner City of Madison Fire Station #14	Property Location Govt. Lot NW 1/4 SE 1/4 S 22 T 7 N R 10 E		
Property Owner's Mail Address 314 W Dayton St	Lot #	Block#	Subd. Name or CSM #
City State Zip Code Phone Number Madison WI 53703-2506	<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town Madison		Nearest Road 3201 Dairy Dr
Drainage area _____ <input type="checkbox"/> sq ft <input type="checkbox"/> acres	Hydraulic Application Test Method		Soil Moisture Date of soil borings: _____ USDA-NRCS WETS Value:
Test site suitable for (check all that apply): <input type="checkbox"/> Site not suitable;	<input checked="" type="checkbox"/> Morphological Evaluation <input type="checkbox"/> Double Ring Infiltrometer <input type="checkbox"/> Other: (specify) _____		<input type="checkbox"/> Dry = 1; <input type="checkbox"/> Normal = 2; <input type="checkbox"/> Wet = 3.
<input type="checkbox"/> Bioretention; <input type="checkbox"/> Subsurface Dispersal System; <input type="checkbox"/> Reuse; <input type="checkbox"/> Irrigation; <input type="checkbox"/> Other _____			

TP #1 #OBS. ☒ Pit ☐ Boring Ground surface elevation 860.2 ft. Elevation of limiting factor 859.3 ft. (Color/redox)  
856.8 ft. (Groundwater)

Horizon	Approx. Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frags.	% Fines (P200)	Hydraulic App Rate Inches/Hr
1	0-11	10YR 2/1	none	L	1fgr	mfr	cs	<10		0.24
2	11-19	10YR 5/1	none	SL	1msbk	mfr	cs	<10		0.50
3	19-48	GLE Y 1 10Y 6/1	f2f 10YR 6/2	SiCL	0m	mvfi	gs	<5		0.04
4	48-72	10YR 6/3	c3f 10YR 6/1	S	0sg	ml	n/a	<10		3.60

**Comments:** Groundwater was encountered at a depth of 41 in. during excavating, and at 48 in. below the ground surface upon the completion of excavating. However, gray dominant color in Horizon 2, as well as gley dominant color and redox in Horizon 3, indicate the level of past saturation at a shallower depth, which is likely due to seasonally high groundwater.

TP #2 #OBS. ☒ Pit ☐ Boring Ground surface elevation 860.7 ft. Elevation of limiting factor 859.5 ft. (Color/redox)  
854.7 ft. (Groundwater)

Horizon	Approx. Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frags.	% Fines (P200)	Hydraulic App Rate Inches/Hr
1	0-14	2.5Y 2.5/1	none	L	1fgr	mvfr	gs	<5		0.24
2	14-34	2.5Y 5/1	none	SiL + LS	variable		gs	<10		0.13 <sup>(1)</sup>
3	34-96	10YR 6/2	none	S	0sg	ml	n/a	5-15		3.60

**Comments:** Groundwater was encountered at a depth of 7 ft during excavating, and at 6 ft below the ground surface upon the completion of excavating. However, gray dominant color in Horizons 2 and 3 indicate the level of past saturation at a shallower depth, which is likely due to seasonally high groundwater.

<sup>(1)</sup> Layer comprised of stratified silt loam and loamy sand, with the vertical infiltration rate expected to be controlled by silt loam.

**Overall Site Comments:** The on-site infiltration potential is expected to be very limited due to shallow groundwater/seasonal high groundwater and adjacent wetlands.

Name (Please Print)	Tim F. Gassenheimer	Signature		Credential Number	SP-011900004
Address	129 Milky Way, Madison, WI 53718		Date Evaluation Conducted	April 27, 2023	
				Telephone Number	(608) 288-4100





Division of Industry Services  
P.O. Box 2658  
Madison, Wisconsin 53701

## Attachment 2:

### SOIL AND SITE EVALUATION - STORM

In accordance with SPS 382.365, 385, Wis. Adm. Code, and WDNR Standard 1002

Page 1 of 1

Attach a complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent of slope, scale or dimensions, north arrow, and BM referenced to nearest road  <b>Please print all information</b> Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m)]	County <b>Dane</b> Parcel I.D. <b>251/0710-224-0308-5</b> Reviewed by: Date:
--	---

Property Owner <b>City of Madison</b> <b>Fire Station #14</b>	Property Location Govt. Lot <b>NW 1/4 SE 1/4 S 22 T 7 N R 10 E</b>
Property Owner's Mail Address <b>314 W Dayton St</b>	Lot # <b></b> Block# <b></b> Subd. Name or CSM # <b></b>
City <b>Madison</b> State <b>WI</b> Zip Code <b>53703-2506</b> Phone Number <b></b>	<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <b>Madison</b> Nearest Road <b>3201 Dairy Dr</b>
Drainage area <b></b> sq ft <input type="checkbox"/> acres Test site suitable for (check all that apply): <input type="checkbox"/> Site not suitable; <input type="checkbox"/> Bioretention; <input type="checkbox"/> Subsurface Dispersal System; <input type="checkbox"/> Reuse; <input type="checkbox"/> Irrigation; <input type="checkbox"/> Other <b></b>	Hydraulic Application Test Method <input checked="" type="checkbox"/> Morphological Evaluation <input type="checkbox"/> Double Ring Infiltrometer <input type="checkbox"/> Other: (specify) <b></b>
Soil Moisture Date of soil borings: <b></b> USDA-NRCS WETS Value: <input type="checkbox"/> Dry = 1; <input type="checkbox"/> Normal = 2; <input type="checkbox"/> Wet = 3.	

TP #3 #OBS. ☒ Pit ☐ Boring Ground surface elevation 861.0 ft. Elevation of limiting factor 859.1 ft. (Color/redox)  
855.0 ft. (Groundwater)

Horizon	Approx. Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frags.	% Fines (P200)	Hydraulic App Rate Inches/Hr
1	0-23	10YR 2/1	none	SiL	2msbk	mfr	gs	<5		0.13
2	23-45	GLEY 1 5GY 6/1	c2p 10YR 5/6	SiCL	0m	mvfi	gs	<5		0.04
3	45-72	GLEY 1 5GY 6/1	f2d 10YR 6/6	SCL	0m	mfi	gs	<5		0.11
4	72-96	10YR 7/1	none	S	0sg	ml	n/a	<5		3.60

**Comments:** Groundwater was encountered at a depth of 7 ft during and upon the completion of excavating, and at 6 ft below the ground surface about 15 minutes after the completion of excavating. However, gley dominant color and redox in Horizons 2 and 3 indicate the level of past saturation at a shallower depth, which is likely due to seasonally high groundwater.

TP #4 #OBS. ☒ Pit ☐ Boring Ground surface elevation 861.5 ft. Elevation of limiting factor 859.8 ft. (Color/redox)  
854.5 ft. (Groundwater)

Horizon	Approx. Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frags.	% Fines (P200)	Hydraulic App Rate Inches/Hr
1	0-21	10YR 2/1	none	SiL	2msbk	mfr	gs	<5		0.13
2	21-84	GLEY 1 10Y 7/1	c2d 10YR 6/6	SiCL	0m	mvfi	gs	<5		0.04
3	84-96	10YR 7/1	none	S	0sg	ml	n/a	<5		3.60

**Comments:** Groundwater was encountered at a depth of 7 ft during and upon the completion of excavating. However, gley dominant color and redox in Horizon 2 indicate the level of past saturation at a shallower depth, which is likely due to seasonally high groundwater.

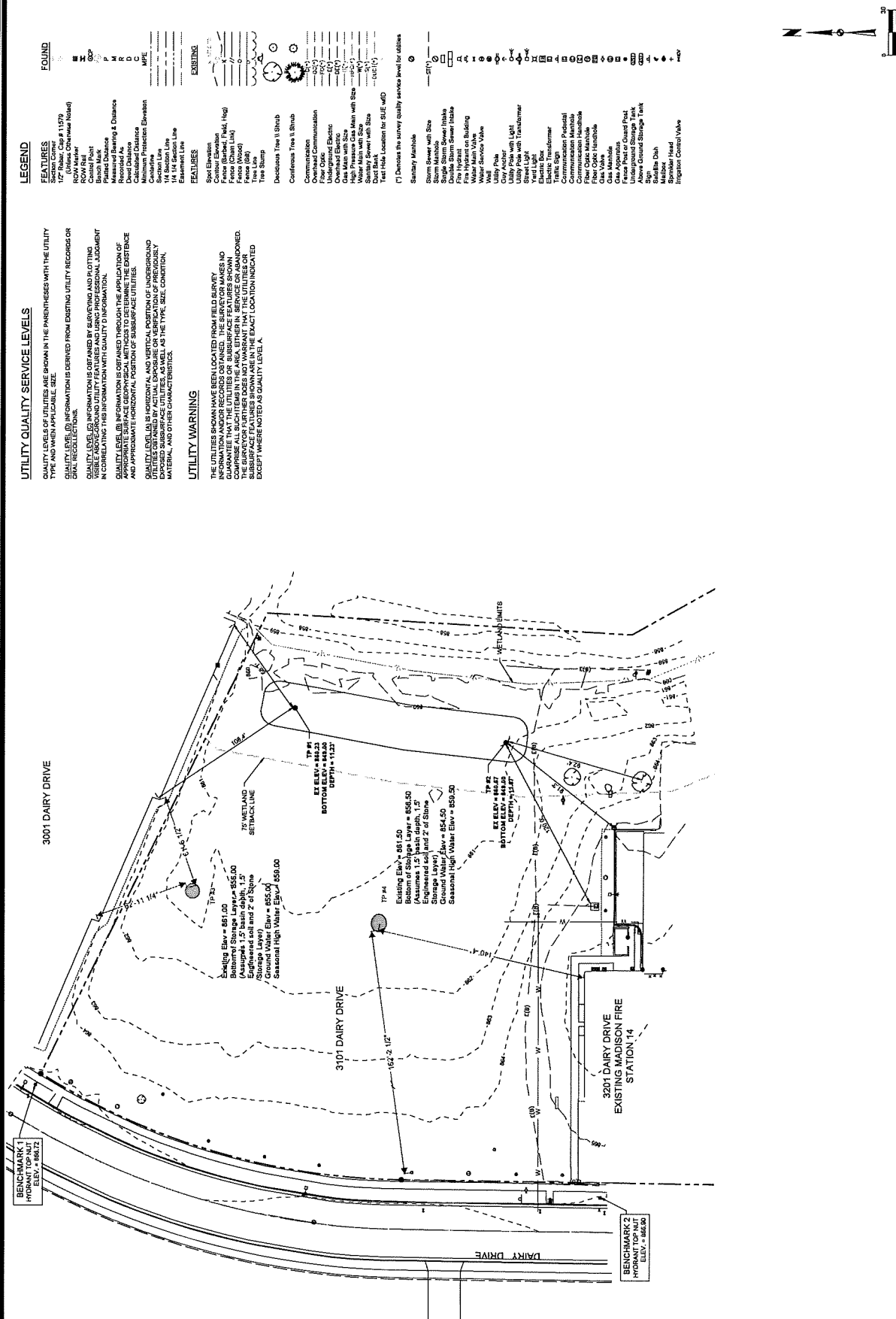
**Overall Site Comments:** The on-site infiltration potential is expected to be very limited due to shallow groundwater/seasonal high groundwater and adjacent wetlands.

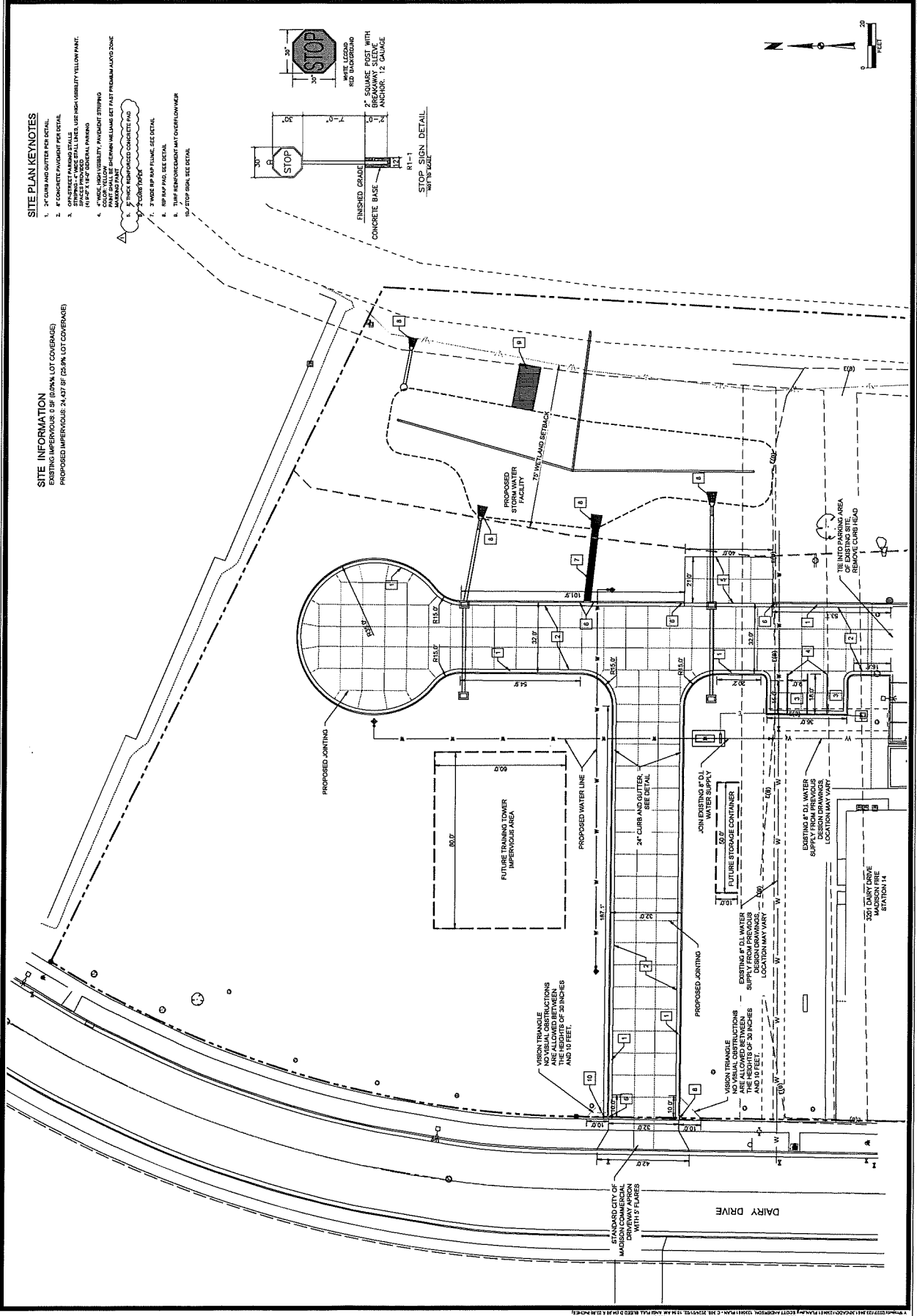
Name (Please Print) <b>Tim F. Gassenheimer</b>	Signature	Credential Number <b>SP-011900004</b>
Address <b>129 Milky Way, Madison, WI 53718</b>	Date Evaluation Conducted <b>July 14, 2023</b>	Telephone Number <b>(608) 288-4100</b>



**FIRE STATION 14 TRAINING - PHASE 1**

## EXISTING SITE PLAN







# PROPOSAL PAGE

## Fire Station 14 Training Site Phase 1

### City of Madison Public Works Contract No. 9329

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
10701	TRAFFIC CONTROL	1	LUMP SUM	\$	\$
10911	MOBILIZATION	1	LUMP SUM	\$	\$
20101	EXCAVATION CUT	1	LUMP SUM	\$	\$
20130	UNDERDRAIN	165	L.F.	\$	\$
20109	FINISH GRADING	1	LUMP SUM	\$	\$
20217	CLEAR STONE	250	TON	\$	\$
20221	TOPSOIL	2,327	S.Y.	\$	\$
20225	ENGINEERED SOIL	525	TON	\$	\$
20240	LIGHT RIPRAP - LIMESTONE	19	C.Y.	\$	\$
20241	RIPRAP FILTER FABRIC, TYPE HR	48	S.Y.	\$	\$
20322	REMOVE CONCRETE CURB & GUTTER	42	L.F.	\$	\$
21002	EROSION CONTROL INSPECTION	5	EACH	\$	\$
21011	CONSTRUCTION ENTRANCE	1	EACH	\$	\$
21014	CLEAR STONE BERM (DITCH CHECK)	2	EACH	\$	\$
21021	SILT FENCE - COMPLETE	240	L.F.	\$	\$
21023	SILT FENCE - REMOVE & RESTORE	240	L.F.	\$	\$
21049	INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL	4	EACH	\$	\$
21050	INLET PROTECTION, RIGID FRAME - MAINTAIN	4	EACH	\$	\$
21051	INLET PROTECTION, RIGID FRAME - REMOVE	4	EACH	\$	\$
21061	EROSION MATTING, CLASS I, URBAN TYPE A	913	S.Y.	\$	\$
30201	TYPE "A" CONCRETE CURB & GUTTER	937	L.F.	\$	\$
30208	HAND FORMED CURB AND GUTTER(UNDISTRIBUTED)	48	L.F.	\$	\$
30302	7 INCH CONCRETE SIDEWALK	160	S.F.	\$	\$
40102	CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3	1,608	TON	\$	\$
40401	8 INCH CONCRETE PAVEMENT	1,880	SY	\$	\$
50211	SELECT BACKFILL FOR STORM SEWER	159	T.F.	\$	\$
50401	12 INCH TYPE I RCP STORM SEWER PIPE	159	L.F.	\$	\$
50441	8 INCH TYPE III STORM SEWER PIPE - (HDPE)	64	L.F.	\$	\$
50461	12 INCH RCP AE	3	EACH	\$	\$

# PROPOSAL PAGE

## Fire Station 14 Training Site Phase 1

### City of Madison Public Works Contract No. 9329

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
50741	TYPE H INLET	2	EACH	\$	\$
50741	TYPE H INLET WITH R-1878-B7G CASTING	2	EACH	\$	\$
70002	70003 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS .	433	LF	\$	\$
70031	70032 - FURNISH AND INSTALL 6-INCH WATER VALVE	3	EACH	\$	\$
70040	70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	3	EACH	\$	\$
70080	70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	1	EACH	\$	\$
90001	WATER VALVE ENCLOSURE BOX FOR SITE	1	EACH	\$	\$
90002	WATER VALVE ENCLOSURE WIRING	1	EACH	\$	\$
90003	OUTLET STRUCTURE	1	EACH	\$	\$
90004	HAALA 36" DIA	1	EACH	\$	\$
90005	CONSTRUCTION SURVEYING	1	L.S.	\$	\$
90006	TURF SEED - DRAWF FESCUE BLEND	4,573	S.Y.	\$	\$
90007	8" PVC STORM CLEAN OUT OBSERVATION PORT FOR BIORETENTION	3	E.A.	\$	\$
90008	BIORETENTION LINER	10,969	S.F.	\$	\$
90009	PEA GRAVEL	200	TON	\$	\$
90010	LANDSCAPING PLAN	1	L.S.	\$	\$
90011	12" HDPE STORM SEWER PIPE (INCL ENDWALL)	18	L.F.	\$	\$

**GRAND TOTAL**

**FIRM NAME**

**BIDDER'S PRINTED NAME**

**DATE**

**BIDDER'S SIGNATURE**

## SECTION E: BIDDERS ACKNOWLEDGEMENT

### FIRE STATION 14 TRAINING SITE PHASE 1 CONTRACT NO. 9329

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 - 2023 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

TITLE, IF ANY

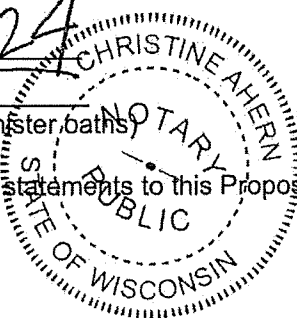
Sworn and subscribed to before me this

11 day of January, 2024

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 12/14/2026

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



## Section E: Bidder's Acknowledgement

---

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

### Method of Submittal for Bidder Acknowledgement (click in box below to choose) \*

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Tuesday proceeding the bid due date shall include a provision extending the bid due date.

### Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

☒ Addendum 1

\*

☐ Addendum 2

☐ Addendum 3

☐ Addendum 4

☐ Addendum 5

☐ Addendum 6

## Section F: Best Value Contracting (BVC) Fillable Online Form

### 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

FIRE STATION 14 TRAINING SITE PHASE 1  
CONTRACT NO. 9329

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 Ahe  
Witness' Signature

[Signature]  
Bidder's Signature

1/11/2024  
Date



**FIRE STATION 14 TRAINING SITE PHASE 1**

CONTRACT NO. 9329

DATE: 1/11/24

**Parisi Construction, LLC**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$2,700.00	\$2,700.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$13,000.00	\$13,000.00
20101.0 - EXCAVATION CUT - LUMP SUM	1.00	\$26,700.00	\$26,700.00
20130.0 - UNDERDRAIN - L.F.	165.00	\$27.50	\$4,537.50
20109.0 - FINISH GRADING - LUMP SUM	1.00	\$8,800.00	\$8,800.00
20217.0 - CLEAR STONE - TON	250.00	\$14.00	\$3,500.00
20221.0 - TOPSOIL - S.Y.	2327.30	\$5.00	\$11,636.50
20225.0 - ENGINEERED SOIL - TON	525.00	\$38.25	\$20,081.25
20240.0 - LIGHT RIPRAP - LIMESTONE - C.Y.	18.60	\$110.00	\$2,046.00
20241.0 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	47.80	\$4.90	\$234.22
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	42.00	\$13.75	\$577.50
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$200.00	\$1,000.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$200.00	\$200.00
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	2.00	\$200.00	\$400.00
21021.0 - SILT FENCE - COMPLETE - L.F.	240.00	\$3.20	\$768.00
21023.0 - SILT FENCE - REMOVE & RESTORE - L.F.	240.00	\$1.10	\$264.00
21049.0 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	4.00	\$200.00	\$800.00
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	4.00	\$53.00	\$212.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	4.00	\$53.00	\$212.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	913.30	\$2.70	\$2,465.91
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	937.00	\$22.25	\$20,848.25
30208.0 - HAND FORMED CURB AND GUTTER(UNDISTRIBUTED) - L.F.	48.00	\$52.00	\$2,496.00
30302.0 - 7 INCH CONCRETE SIDEWALK - S.F.	160.00	\$12.00	\$1,920.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	1608.00	\$20.00	\$32,160.00
40401.0 - 8 INCH CONCRETE PAVEMENT - SY	1880.00	\$80.00	\$150,400.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	159.00	\$0.01	\$1.59
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	159.00	\$76.00	\$12,084.00
50441.0 - 8 INCH TYPE III STORM SEWER PIPE - (HDPE) - L.F.	64.00	\$57.00	\$3,648.00
50461.0 - 12 INCH RCP AE - EACH	3.00	\$2,200.00	\$6,600.00
50741.0 - TYPE H INLET - EACH	2.00	\$3,900.00	\$7,800.00
50741.0 - TYPE H INLET WITH R-1878-B7G CASTING - EACH	2.00	\$4,200.00	\$8,400.00
70002.0 - 70003 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	433.00	\$87.00	\$37,671.00
70031.0 - 70032 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	3.00	\$3,700.00	\$11,100.00
70040.0 - 70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH - EACH	3.00	\$6,500.00	\$19,500.00
70080.0 - 70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH - EACH	1.00	\$2,900.00	\$2,900.00
90001.0 - WATER VALVE ENCLOSURE BOX FOR SITE - EACH	1.00	\$35,700.00	\$35,700.00
90002.0 - WATER VALVE ENCLOSURE WIRING - EACH	1.00	\$6,600.00	\$6,600.00
90003.0 - OUTLET STRUCTURE - EACH	1.00	\$3,200.00	\$3,200.00
90004.0 - HAALA 36" DIA - EACH	1.00	\$1,200.00	\$1,200.00
90005.0 - CONSTRUCTION SURVEYING - L.S.	1.00	\$6,000.00	\$6,000.00
90006.0 - TURF SEED - DRAWF FESCUE BLEND - S.Y.	4573.00	\$2.00	\$9,146.00
90007.0 - 8" PVC STORM CLEAN OUT OBSERVATION PORT FOR BIORETENTION - E.A.	3.00	\$840.00	\$2,520.00
90008.0 - BIORETENTION LINER - S.F.	10969.00	\$1.90	\$20,841.10
90009.0 - PEA GRAVEL - TON	200.00	\$40.25	\$8,050.00
90010.0 - LANDSCAPING PLAN - L.S.	1.00	\$33,100.00	\$33,100.00
90011.0 - 12" HDPE STORM SEWER PIPE (INCL ENDWALL) - L.F.	18.00	\$100.00	\$1,800.00
46 Items	Totals		\$545,820.82



Department of Public Works  
**Engineering Division**  
James M. Wolfe, P.E. City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris J. Petykowski, P.E.

**Deputy City Engineer**  
Kathleen M. Cryan

**Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.

**Principal Engineer 1**  
Mark D. Moder, P.E.  
Andrew J. Zwieg, P.E.

**Financial Manager**  
Steven B. Danner-Rivers

## BIENNIAL BID BOND

Parisi Construction, LLC

(a corporation of the State of WI)  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
Western Surety Company

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of January 11, 2024 through January 10, 2026.

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

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

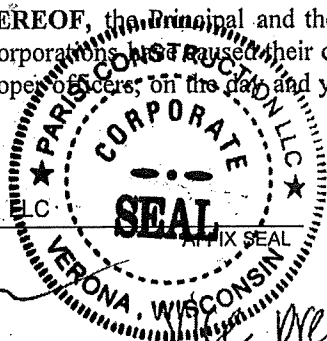
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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

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

**PRINCIPAL**

Parisi Construction, LLC  
COMPANY NAME



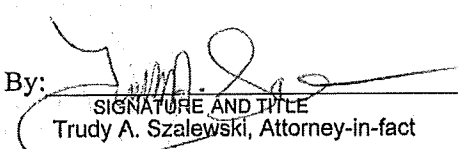
December 21, 2023  
DATE

By:   
SIGNATURE AND TITLE

**SURETY**

Western Surety Company  
COMPANY NAME

December 19, 2023  
DATE

By:   
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 2024 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 19, 2023  
DATE

  
AGENT SIGNATURE Trudy A. Szalewski

10700 W. 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.

# 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, Marc Sacia, Individually of Green Bay, Wisconsin  
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

its 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 and Resolutions 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 23rd day of May, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

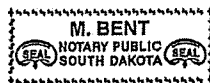
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, 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 a 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 and Resolutions 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 19th day of Dec 2023



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



## SECTION H: AGREEMENT

THIS AGREEMENT made this 23rd day of February in the year Two Thousand and Twenty-Four between **PARISI CONSTRUCTION, LLC** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **FEBRUARY 13, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

### FIRE STATION 14 TRAINING SITE PHASE 1 CONTRACT NO.9329

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 **FIVE HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED TWENTY AND 82/100 (\$545,820.82)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.  
  
**B. Affirmative Action.** 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**FIRE STATION 14 TRAINING SITE PHASE 1  
CONTRACT NO.9329**

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

Countersigned:

**PARISI CONSTRUCTION, LLC**

*Christine Ahern*

*1/30/24*

Witness

*Christine Ah*

*1/30/24*

Witness

Company Name

*DR'E*

President

*1/30/24*

Date

*[Signature]*

Secretary

*1/30/24*

Date

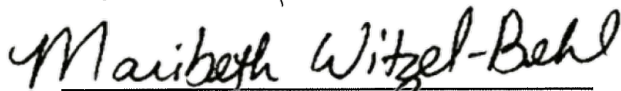
CITY OF MADISON



Satya Rhodes-Conway, Mayor

02/23/2024

Date



Maribeth Witzel-Behl, City Clerk

2/19/2024

Date

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



David P. Schmiedicke, Finance Director

2/22/2024

Date

Approved as to form:



Michael Haas, City Attorney

2/22/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00089, ID No. 81603, adopted by the Common Council of the City of Madison on Feb. 13, 2024.

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we PARISI CONSTRUCTION, 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 FIVE HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED TWENTY AND 82/100 (\$545,820.82) 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:

**FIRE STATION NO 14 TRAINING SITE  
CONTRACT NO. 9329**

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 14th day of February 2024

Countersigned:

Christine Ahern  
Witness

[Signature]  
Secretary

PARISI CONSTRUCTION, LLC

Company Name (Principal)

[Signature]  
President

Seal

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 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

February 14, 2024  
Date

[Signature]  
Agent Signature

Trudy A. Szalewski

The foregoing Bond has been approved as to form:

2/22/2024

Date

*Michael Haas*

City Attorney



# 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, Marc Sacia, Individually of Green Bay, Wisconsin  
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

its 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 and Resolutions 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 23rd day of May, 2023.



WESTERN SURETY COMPANY

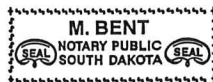
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, 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 a 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, 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 and Resolutions 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 14<sup>th</sup> day of Feb 2024



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary