

Contract Routing Form

printed on: 07/09/2019

ROUTING: Urgent Rush

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

Project: South Point Road Assessment District - 2019

Contract No.: 8312  
Enactment No.: RES-19-00490  
Dollar Amount: 984,972.14

File No.: 56228  
Enactment Date: 07/05/2019

(Please DATE before routing)

| Signatures Required      | Date Received   | Date Signed |
|--------------------------|-----------------|-------------|
| City Clerk               | 7-9-19          | 7-9-19      |
| Director of Civil Rights | 7/9/19          | 7/12/19     |
| Risk Manager             | 7.12.19         | 7.12.19 mcr |
| Finance Director         | 7.12.19         | 7/12/19 MCR |
| City Attorney            | 834   7-12-2019 | 7-15-19     |
| Mayor                    | 07.15.19        | 07.22.19    |

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

Original + 2 Copies

07/09/2019 09:11:46 enjls - Chris Dawson 261-5537

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



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Legislation Details (With Text)

**File #:** 56228      **Version:** 1      **Name:** Awarding Public Works Contract No. 8312, South Point Road Assessment District - 2019.

**Type:** Resolution      **Status:** Passed

**File created:** 6/7/2019      **In control:** Engineering Division

**On agenda:** 7/2/2019      **Final action:** 7/2/2019

**Enactment date:** 7/5/2019      **Enactment #:** RES-19-00490

**Title:** Awarding Public Works Contract No. 8312, South Point Road Assessment District - 2019. (9th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 8312.pdf

| Date      | Ver. | Action By             | Action                                                                                               | Result |
|-----------|------|-----------------------|------------------------------------------------------------------------------------------------------|--------|
| 7/2/2019  | 1    | COMMON COUNCIL        | Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25                                           | Pass   |
| 6/19/2019 | 1    | BOARD OF PUBLIC WORKS | RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER | Pass   |
| 6/7/2019  | 1    | Engineering Division  | Refer                                                                                                |        |

The proposed resolution awards the contract for the South Point Road project at total estimated cost of \$1,063,760. Funding for the project is provided by GO Borrowing and associated utility components within the adopted 2019 Engineering Major Streets capital budget via the Reconstruction Streets capital program.

**MUNIS:**

|               |               |           |
|---------------|---------------|-----------|
| 11871-402-170 | STREET        | \$656,000 |
| 11871-402-174 | STREET-STORM  | \$49,140  |
| 11871-84-174  | STORM         | \$240,120 |
| 11871-402-177 | STREET LIGHTS | \$118,500 |

Awarding Public Works Contract No. 8312, South Point Road Assessment District - 2019. (9th AD)  
BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8312) for itemization of bids.

502

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8312  
SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019

PARISI CONSTRUCTION CO., INC.

\$984,972.14

|                                        |                       |
|----------------------------------------|-----------------------|
| Acct. No. 11871-402-170: 54410 (91350) | \$607,405.79          |
| Contingency 8%±                        | <u>48,594.21</u>      |
| Sub-Total                              | \$656,000.00          |
| <br>                                   |                       |
| Acct. No. 11871-402-174:54445 (91345)  | \$45,503.90           |
| Contingency 8%±                        | <u>3,636.10</u>       |
| Sub-Total                              | \$49,140.00           |
| <br>                                   |                       |
| Acct. No. 11871-84-174:54445 (91345)   | \$222,335.50          |
| Contingency 8%±                        | <u>17,784.50</u>      |
| Sub-Total                              | \$240,120.00          |
| <br>                                   |                       |
| Acct. No. 11871-402-176:54430 (96882)  | \$49,168.20           |
| Contingency 8%±                        | <u>3,931.80</u>       |
| Sub-Total                              | \$53,100.00           |
| <br>                                   |                       |
| Acct. No. 11871-402-177:54435 (91232)  | \$60,558.75           |
| Contingency 8%±                        | <u>4,841.25</u>       |
| Sub-Total                              | \$65,400.00           |
| <br>                                   |                       |
| GRAND TOTAL                            | <u>\$1,063,760.00</u> |

Jurisdiction: Wisconsin

Demographics

|                                                                       |                                       |                                           |
|-----------------------------------------------------------------------|---------------------------------------|-------------------------------------------|
| <b>Company Name:</b> Travelers Casualty and Surety Company of America | <b>NAIC CoCode:</b> 31194             | <b>Short Name:</b>                        |
| <b>SBS Company Number:</b> 54218780                                   | <b>State of Domicile:</b> Connecticut | <b>FEIN:</b> 06-0907370                   |
| <b>Domicile Type:</b> Foreign                                         | <b>Organization Type:</b> Stock       | <b>Country of Domicile:</b> United States |
| <b>NAIC Group Number:</b> 3548 - Travelers Grp                        |                                       | <b>Date of Incorporation:</b> 07/18/1974  |
| <b>Merger Flag:</b> Yes                                               |                                       |                                           |

Address

|                                                                              |                                                                             |                                                                                           |                                                                                                |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Business Address</b><br>1 TOWER SQ<br>HARTFORD, CT 06183<br>United States | <b>Mailing Address</b><br>1 TOWER SQ<br>HARTFORD, CT 06183<br>United States | <b>Statutory Home Office Address</b><br>1 TOWER SQ<br>HARTFORD, CT 06183<br>United States | <b>Main Administrative Office Address</b><br>1 TOWER SQ<br>HARTFORD, CT 06183<br>United States |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|

Phone, Email, Website

| <b>Phone</b>                                                                                                                                                              | <b>Email</b>   | <b>Website</b> |                        |                |                   |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|------------------------|----------------|-------------------|-------------------|
| <table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Business Primary Phone</td> <td>(860) 277-0111</td> </tr> </tbody> </table> | Type           | Number         | Business Primary Phone | (860) 277-0111 | No results found. | No results found. |
| Type                                                                                                                                                                      | Number         |                |                        |                |                   |                   |
| Business Primary Phone                                                                                                                                                    | (860) 277-0111 |                |                        |                |                   |                   |

Company Type

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

Appointments

Show 10 entries Showing 1 to 1 of 4503 entries

| Licensee Name | License Number | NPN    | License Type                    | Line of Authority | Appointment Date | Effective Date | Expiration Date |
|---------------|----------------|--------|---------------------------------|-------------------|------------------|----------------|-----------------|
| JOSEPH VIGNA  | 257951         | 257951 | Intermediary (Agent) Individual | Casualty          | 10/25/1990       | 01/24/2019     | 03/15/2020      |

First Previous 1 Next Last

Line Of Business

Show 10 entries Showing 1 to 10 of 11 entries

| Line of Business                                                           | Citation Type                                                              | Effective Date |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------|
| Aircraft                                                                   | Aircraft                                                                   | 09/10/1975     |
| Automobile                                                                 | Automobile                                                                 | 09/10/1975     |
| Credit Insurance                                                           | Credit Insurance                                                           | 09/10/1975     |
| Disability Insurance                                                       | Disability Insurance                                                       | 09/10/1975     |
| Fidelity Insurance                                                         | Fidelity Insurance                                                         | 09/10/1975     |
| Fire, Inland Marine and Other Property Insurance                           | Fire, Inland Marine and Other Property Insurance                           | 09/10/1975     |
| Liability and Incidental Medical Expense Insurance (other than automobile) | Liability and Incidental Medical Expense Insurance (other than automobile) | 09/10/1975     |
| Miscellaneous                                                              | Miscellaneous                                                              | 09/10/1975     |
| Ocean Marine Insurance                                                     | Ocean Marine Insurance                                                     | 09/10/1975     |
| Surety Insurance                                                           | Surety Insurance                                                           | 09/10/1975     |

First Previous 1 2 Next Last

Contact

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



\$984,972.14  
FILE COPY

BID OF PARISI CONSTRUCTION CO., INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8312

PROJECT NO. 11871

MUNIS NO. 11871

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 2, 2019

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8312**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: cmb

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

|                                              |                                                |
|----------------------------------------------|------------------------------------------------|
| PROJECT NAME:                                | SOUTH POINT ROAD ASSESSMENT<br>DISTRICT - 2019 |
| CONTRACT NO.:                                | 8312                                           |
| SBE GOAL                                     | 7%                                             |
| BID BOND                                     | 5%                                             |
| SBE PRE BID MEETING (1:00 P.M.)              | 5/31/2019                                      |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 5/30/2019                                      |
| BID SUBMISSION (2:00 P.M.)                   | 6/6/2019                                       |
| BID OPEN (2:30 P.M.)                         | 6/6/2019                                       |
| PUBLISHED IN WSJ                             | 5/23 & 5/30/2019                               |

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

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

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

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



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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

All bids, sealed or electronic, must be accompanied with a Bid Bond (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 DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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



## SECTION D: SPECIAL PROVISIONS

### SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8312

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

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

#### **SECTION 102.11: BEST VALUE CONTRACTING**

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

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

The work under this contract shall include, but is not limited to, installation of storm sewer, earthwork, clearing & grubbing, curb and gutter, base preparation, asphalt pavement, and sidewalk.

The project limits for the work are South Point Road from Harvest Moon Lane to approximately 200 feet south of Tawny Acorn Drive.

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

#### **SECTION 104.4 INCREASED OR DECREASED QUANTITIES**

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

#### **SECTION 104.10 CLEANING UP**

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

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

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

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

### **Coordination with Adjacent Development Projects**

Private development of adjacent properties will be ongoing throughout the duration of this proposed project. The Contractor shall note that access to adjacent properties by others for private development work shall be maintained and work shall be coordinated so as to allow Developers access to adjacent properties for completion of the private work. The Contractor shall coordinate all work with the Developers. The Developer of the Acacia Ridge Plat will complete construction of Watts Road east of South Point Road, construction of stormwater ponds and basins along South Point Road between Tawny Acorn Drive and Watts Road, as well as the streets within the Acacia Ridge plat prior to the start of this Contract (work by others). All excavation and fill work required to construct South Point Road to the grades shown in the plans is included in this contract.

The Developer's contact to coordinate the work is:

Dan Day, P.E.  
D'Onofrio Kottke and Associates  
Phone: (608) 833-7530  
Email: dday@donofrio.cc

### **Coordination with Private Utilities**

Work under this contract will require utility relocations to install the new storm sewer main, curb & gutter, and sidewalk. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. Contact Alliant Energy when working in close proximity to power poles so that poles can be supported if required.

Contacts for private utilities are:

Alliant Energy: Nick Dachniwskyj, [nicholasdachniwskyj@alliantenergy.com](mailto:nicholasdachniwskyj@alliantenergy.com) 608-845-1143  
Charter: Tom Payne, [tom.payne@charter.com](mailto:tom.payne@charter.com) 608-288-6839  
TDS: Jerry Myers, [Jerry.Myers@tdstelecom.com](mailto:Jerry.Myers@tdstelecom.com) 608-664-4404

The contractor shall coordinate the work with the City of Madison Traffic Engineering Division. The Traffic Engineering Dept. 266-4761 shall be contacted prior to construction beginning on any item noted in the plans.

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

Access to 3614 South Point Road shall be provided at all times throughout project construction.

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

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

## **SECTION 107.6 DUST PROOFING**

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

## **SECTION 107.7            MAINTENANCE OF TRAFFIC**

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

One lane in each direction on South Point Road shall be maintained at all times except during off peak times when absolutely necessary to close a lane for utility construction. Use flaggers to maintain two-way traffic when necessary. No lane closures or flagging operations shall be done during the hours of 7:00am to 8:30am or 4:00pm to 5:30pm. . When work may interfere with a bike lane the contractor may close the bike lane (per SDD 6.30) to facilitate construction. A bike detour will not be required. No lanes closures or flagging operations shall be done during the hours of 7:00am to 8:30am or 4:00pm to 5:30pm. Full closure of the street shall not be allowed without prior approval by City Traffic Engineering.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. One portable changeable message board will be required for each direction of traffic on South Point Rd. Contractor shall locate the portable changeable message boards as directed by the Engineer.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Mark Winter, [mwinter@cityofmadison.com](mailto:mwinter@cityofmadison.com) five working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

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

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

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

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

Notify residents and businesses in writing at least 2 days (48 hours) prior to restricting access to any driveway. Notify residents and businesses in writing at least 3 days (72 hours) prior to closing any access to any driveway.

Provide emergency vehicles with adequate access to all properties along the project at all times.

Provide access for mail delivery to all properties.

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

Contact Mark Winter, Traffic Engineering Division, [mwinter@cityofmadison.com](mailto:mwinter@cityofmadison.com), 608-266-6543, with any questions concerning these traffic control specifications.

## **SECTION 108.2      PERMITS**

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

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, it shall be paid for as Extra Work.

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

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

## **SECTION 109.2      PROSECUTION OF WORK**

The Contractor shall begin work on July 29, 2019. The total time for completion of this contract is **95 CALENDAR DAYS**.

Work shall begin only after the start work letter is received. The Contractor shall limit workdays to 7:00 p.m. unless approved by the Engineer in writing.

## **ARTICLE 201      EXCAVATION CUT**

Work under this section shall be accomplished in accordance with the Standard Specifications and as modified herein. The quantity of Excavation Cut includes the removal of approximately eight (8) inches of topsoil in the areas that will be filled. Suitable material from Excavation Cut shall be used on site as fill material; this is included in the excavation cut item.

Fill borrow and select fill brought to the site will be measured and paid.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

**SECTION 210.1(d) STREET SWEEPING**

When required by either the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove and collect all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor, mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels. Sweepers used on to meet the requirements of this specification shall have the ability to collect debris, and pre-wet the pavement. Pre-wetting may be accomplished by a separate piece of equipment at the contractor's option. Equipment that simply brooms material into the air or directs it toward the terrace without physical collection of it shall not be considered adequate.

**SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT**

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued by both the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The contractor shall have forty-eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty-eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty-four (24) hours period that passes after the initial forty-eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time, then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

### **BID ITEM 10701 – TRAFFIC CONTROL**

Contractor shall note that all needed Traffic Control for all work under this contract shall be paid under this item.

### **BID ITEM 10911 – MOBILIZATION**

Contractor shall note that mobilization for all work under this contract shall be paid under this item.

### **BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction 2019 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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

## **ARTICLE 500**

### **SEWER AND SEWER STRUCTURES GENERAL**

The sanitary sewer and storm sewer designer for this project is Daniel Olivares and may be contacted at (608) 261-9285 or [daolivares@cityofmadison.com](mailto:daolivares@cityofmadison.com).

#### **STORM SEWER GENERAL**

Storm sewer pipe work shall include removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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

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

Salvaged castings, grates, apron end, and gates may be reinstalled where feasible at the discretion of the Engineer and/or Inspector.

**SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON**

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Ed Smith at 266-9034) twenty four (24) hours prior to picking up any materials.

| <b>ITEM</b>           | <b>Quantity</b> |
|-----------------------|-----------------|
| 1" x 40" Anchor Bolts | 44              |

**SECTION 602.4(b) ELECTRICAL CONDUIT**

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

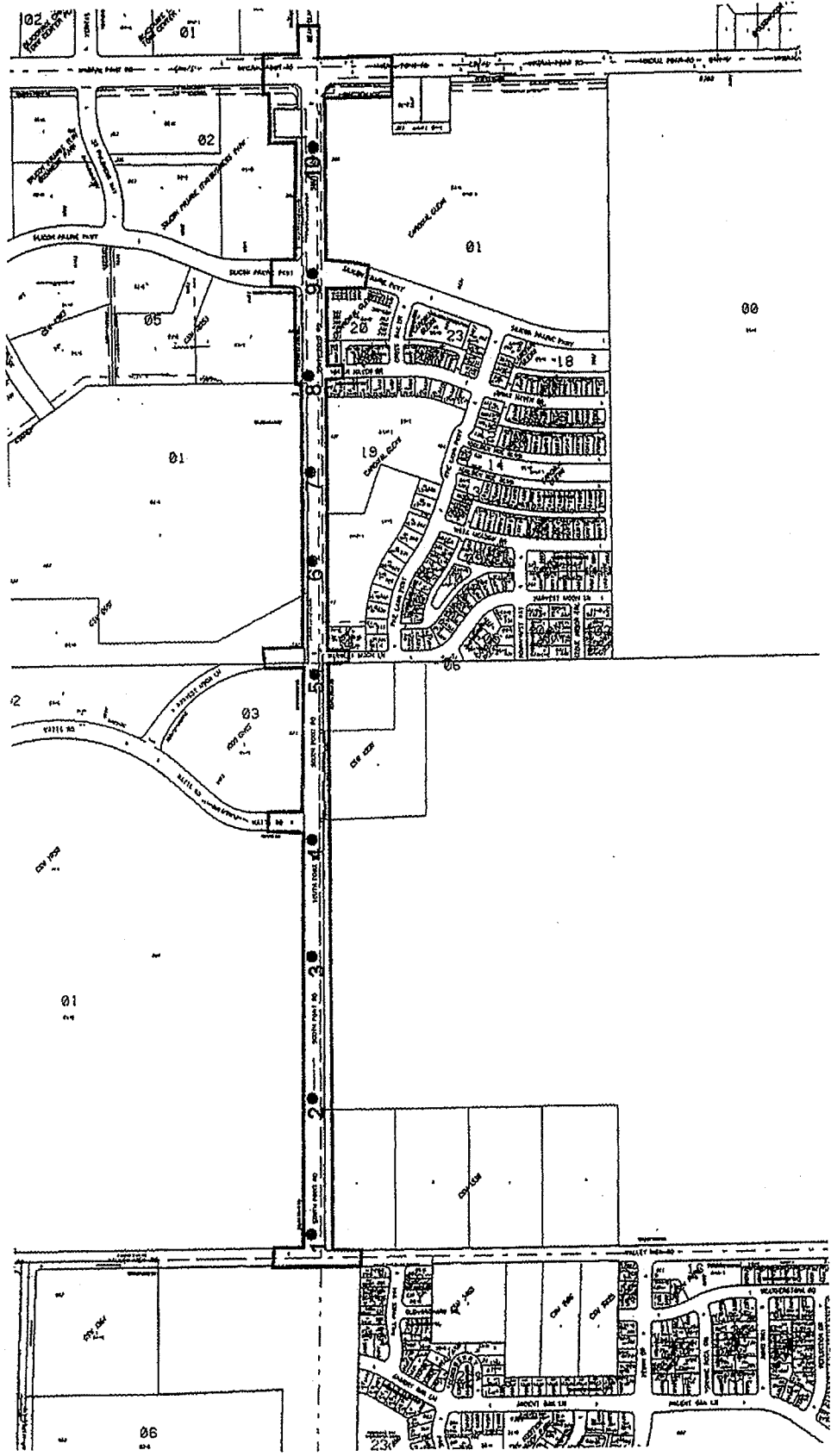
Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation detail shown on the plan sheet. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the terrace, one foot from the back of curb, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

**ARTICLE 607 ELECTRICAL HANDHOLES**

The contractor shall furnish Type I handholes conforming to this section and the Standard Detail Drawings. Electrical Handhole, Type I shall be gray colored polymer concrete construction. Box dimensions for Type I shall be 19" wide X 32" long X 24" deep and come with a cover rated to withstand 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs.



Legend

- Denotes Boring Location (approximate)



Notes

1. Soil borings drilled by Badger State Drilling in October 2010

**SOIL BORING LOCATION MAP**  
**South Point Road**  
**Madison, Wisconsin**

CGC, Inc.

DWN: -

APP'D: MNS

Date: 11/10

CI0041-15





# LOG OF TEST BORING

Project South Point Road  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) 101.6\*  
 Job No. C10041-15  
 Sheet 1 of 1

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

| SAMPLE                                   |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks                                                                                                                                                                                                         | SOIL PROPERTIES     |   |    |    |    |
|------------------------------------------|--------------|-------|----|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---|----|----|----|
| No.                                      | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |                                                                                                                                                                                                                                              | qu<br>(qa)<br>(tsf) | W | LL | PL | LI |
|                                          |              |       |    |               | 8" Brown Clayey TOPSOIL FILL                                                                                                                                                                                                                 |                     |   |    |    |    |
| 1                                        | 12           | M     | 6  |               | Very Stiff, Brown Lean CLAY (CL)                                                                                                                                                                                                             | (2.5)               |   |    |    |    |
| 2                                        | 18           | M     | 6  |               | Stiff, Light Brown Lean CLAY (CL)                                                                                                                                                                                                            | (1.25)              |   |    |    |    |
| 3                                        | 12           | M     | 19 |               | Brown Fine to Medium SAND, Some Silt and Gravel (SM)                                                                                                                                                                                         |                     |   |    |    |    |
| 4                                        | 18           | M     | 21 |               |                                                                                                                                                                                                                                              |                     |   |    |    |    |
| 5                                        | 12           | M     | 28 |               |                                                                                                                                                                                                                                              |                     |   |    |    |    |
| End Boring at 15 ft                      |              |       |    |               | Borehole backfilled with bentonite chips<br><br>*Elevation determined using an assumed datum of 100.0 ft referencing the base elevation of cable boxes situated along S. Point at the northeast corner of the intersection with Valley View. |                     |   |    |    |    |
| Borehole backfilled with bentonite chips |              |       |    |               |                                                                                                                                                                                                                                              |                     |   |    |    |    |

| WATER LEVEL OBSERVATIONS                                                                                                                                                          | GENERAL NOTES                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling <u>NW</u><br>Time After Drilling _____<br>Depth to Water _____<br>Depth to Cave in _____ | Start <u>10/4/10</u> End <u>10/4/10</u><br>Driller <u>Badger Chief BM</u> Rig <u>CME-750</u><br>Logger <u>MC</u> Editor <u>ESF</u><br>Drill Method <u>2 1/4" HSA</u> |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual.                                                                 |                                                                                                                                                                      |



# LOG OF TEST BORING

Project South Point Road  
 Location Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) 94.9\*  
 Job No. C10041-15  
 Sheet 1 of 1

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

| SAMPLE |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks                                                                                                                                                                                                                                                                                             | SOIL PROPERTIES     |   |    |    |    |
|--------|--------------|-------|----|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |                                                                                                                                                                                                                                                                                                                                  | qu<br>(qa)<br>(tsf) | W | LL | PL | LI |
|        |              |       |    |               | 8" Brown Sandy TOPSOIL FILL                                                                                                                                                                                                                                                                                                      |                     |   |    |    |    |
| 1      | 18           | M     | 27 |               | Medium Dense to Very Dense, Brown Fine to Medium Sand, Some Silt and Gravel, Occasional Cobbles and Boulders (SM)                                                                                                                                                                                                                |                     |   |    |    |    |
| 2      | 18           | M     | 54 |               |                                                                                                                                                                                                                                                                                                                                  |                     |   |    |    |    |
| 3      | 18           | M     | 53 |               |                                                                                                                                                                                                                                                                                                                                  |                     |   |    |    |    |
| 4      | 18           | M     | 58 |               |                                                                                                                                                                                                                                                                                                                                  |                     |   |    |    |    |
|        |              |       |    | 10            | End Boring at 10 ft due to Auger Refusal in Possible Bedrock or on Boulder<br><br>Borehole backfilled with bentonite chips<br><br>*Elevation determined using an assumed datum of 100.0 ft referencing a railroad spike driven into a power pole situated along the east side of S. Point approximately 45 ft south of Boring 2. |                     |   |    |    |    |
|        |              |       |    | 15            |                                                                                                                                                                                                                                                                                                                                  |                     |   |    |    |    |
|        |              |       |    | 20            |                                                                                                                                                                                                                                                                                                                                  |                     |   |    |    |    |
|        |              |       |    | 25            |                                                                                                                                                                                                                                                                                                                                  |                     |   |    |    |    |

| WATER LEVEL OBSERVATIONS                                                                                          |          |           |                             |           | GENERAL NOTES |                     |        |                              |
|-------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------------------------|-----------|---------------|---------------------|--------|------------------------------|
| While Drilling                                                                                                    | <u>∇</u> | <u>NW</u> | Upon Completion of Drilling | <u>NW</u> | Start         | <u>10/4/10</u>      | End    | <u>10/4/10</u>               |
| Time After Drilling                                                                                               |          |           |                             |           | Driller       | <u>Badger Chief</u> |        | <u>BM</u> Rig <u>CME-750</u> |
| Depth to Water                                                                                                    |          |           |                             |           | Logger        | <u>MC</u>           | Editor | <u>ESF</u>                   |
| Depth to Cave in                                                                                                  |          |           |                             |           | Drill Method  | <u>2 1/4" HSA</u>   |        |                              |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual. |          |           |                             |           |               |                     |        |                              |



# LOG OF TEST BORING

Project South Point Road

Location Madison, Wisconsin

Boring No. 3

Surface Elevation (ft) 99.6\*

Job No. C10041-15

Sheet 1 of 1

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

| SAMPLE |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks                                                                                                          | SOIL PROPERTIES     |   |    |    |    |
|--------|--------------|-------|----|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |                                                                                                                                               | qu<br>(qa)<br>(tsf) | W | LL | PL | LI |
|        |              |       |    |               | 8" Dark Brown Sandy TOPSOIL FILL                                                                                                              |                     |   |    |    |    |
| 1      | 18           | M     | 4  |               | Loose, Dark Brown Fine to Medium SAND, Some Silt and Clay (SM/SC)                                                                             |                     |   |    |    |    |
| 2      | 12           | M     | 8  |               | Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM)                                                                   |                     |   |    |    |    |
| 3      | 18           | M     | 12 |               |                                                                                                                                               |                     |   |    |    |    |
| 4      | 2            | M     | 12 |               |                                                                                                                                               |                     |   |    |    |    |
| 5      | 18           | M     | 26 |               |                                                                                                                                               |                     |   |    |    |    |
|        |              |       |    |               | End Boring at 15 ft                                                                                                                           |                     |   |    |    |    |
|        |              |       |    |               | Borehole backfilled with bentonite chips                                                                                                      |                     |   |    |    |    |
|        |              |       |    |               | *Elevation determined using an assumed datum of 100.0 ft referencing the base of cable box (K525-1) situated along the west side of S. Point. |                     |   |    |    |    |

| WATER LEVEL OBSERVATIONS                                                                                          |                                     |    |                             |                          | GENERAL NOTES |                                                          |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------|----|-----------------------------|--------------------------|---------------|----------------------------------------------------------|
| While Drilling                                                                                                    | <input checked="" type="checkbox"/> | NW | Upon Completion of Drilling | <input type="checkbox"/> | NW            |                                                          |
| Time After Drilling                                                                                               |                                     |    |                             |                          |               | Start <u>10/4/10</u> End <u>10/4/10</u>                  |
| Depth to Water                                                                                                    |                                     |    |                             |                          |               | Driller <u>Badger Chief</u> <u>BM</u> Rig <u>CME-750</u> |
| Depth to Cave in                                                                                                  |                                     |    |                             |                          |               | Logger <u>MC</u> Editor <u>ESF</u>                       |
|                                                                                                                   |                                     |    |                             |                          |               | Drill Method <u>2 1/4" HSA</u>                           |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual. |                                     |    |                             |                          |               |                                                          |



# LOG OF TEST BORING

Project South Point Road

Location Madison, Wisconsin

Boring No. 4

Surface Elevation (ft) 96.5\*

Job No. C10041-15

Sheet 1 of 1

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

| SAMPLE |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks                                                                                                                                          | SOIL PROPERTIES     |   |    |    |    |
|--------|--------------|-------|----|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |                                                                                                                                                                               | qu<br>(qa)<br>(tsf) | W | LL | PL | LI |
|        |              |       |    |               | 6" Brown Sandy TOPSOIL FILL                                                                                                                                                   |                     |   |    |    |    |
| 1      | 14           | M     | 11 |               | Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM)                                                                                                   |                     |   |    |    |    |
| 2      | 14           | M     | 22 |               |                                                                                                                                                                               |                     |   |    |    |    |
| 3      | 16           | M     | 28 |               |                                                                                                                                                                               |                     |   |    |    |    |
| 4      | 15           | M     | 32 |               |                                                                                                                                                                               |                     |   |    |    |    |
| 5      | 13           | M     | 29 |               |                                                                                                                                                                               |                     |   |    |    |    |
|        |              |       |    |               | End Boring at 15 ft                                                                                                                                                           |                     |   |    |    |    |
|        |              |       |    |               | Borehole backfilled with bentonite chips                                                                                                                                      |                     |   |    |    |    |
|        |              |       |    |               | *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the west side of S. Point at the intersection with Harvest Moon. |                     |   |    |    |    |

| WATER LEVEL OBSERVATIONS                                                                                          |                                        |                             |                             |  | GENERAL NOTES |                   |        |                |                    |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------|-----------------------------|--|---------------|-------------------|--------|----------------|--------------------|
| While Drilling                                                                                                    | <input checked="" type="checkbox"/> NW | Upon Completion of Drilling | <input type="checkbox"/> NW |  | Start         | <u>9/30/10</u>    | End    | <u>9/30/10</u> |                    |
| Time After Drilling                                                                                               |                                        |                             |                             |  | Driller       | <u>Badger</u>     | Chief  | <u>BM</u>      | Rig <u>CME-750</u> |
| Depth to Water                                                                                                    |                                        |                             |                             |  | Logger        | <u>MC</u>         | Editor | <u>ESF</u>     |                    |
| Depth to Cave in                                                                                                  |                                        |                             |                             |  | Drill Method  | <u>2 1/4" HSA</u> |        |                |                    |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual. |                                        |                             |                             |  |               |                   |        |                |                    |



# LOG OF TEST BORING

Project South Point Road

Location Madison, Wisconsin

Boring No. 5

Surface Elevation (ft) 98.9\*

Job No. C10041-15

Sheet 1 of 1

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

| SAMPLE                                                                                                                                                                        |           |              |       |    | VISUAL CLASSIFICATION<br>and Remarks | SOIL PROPERTIES                                                                                        |                     |   |    |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------|-------|----|--------------------------------------|--------------------------------------------------------------------------------------------------------|---------------------|---|----|----|
| No.                                                                                                                                                                           | TYPE<br>E | Rec<br>(in.) | Moist | N  |                                      | Depth<br>(ft)                                                                                          | qu<br>(qa)<br>(tsf) | W | LL | PL |
|                                                                                                                                                                               |           |              |       |    | 0                                    | 6" Brown Clayey TOPSOIL FILL                                                                           |                     |   |    |    |
| 1                                                                                                                                                                             |           | 14           | M     | 2  | 2                                    | Very Loose, Brown Fine to Medium SAND, Little to Some Silt (SP-SM/SM)                                  |                     |   |    |    |
| 2                                                                                                                                                                             |           | 16           | M     | 15 | 15                                   | Medium Dense to Dense, Light Brown Fine SAND, Little to Some Silt, Occasional Seams of Silt (SP-SM/SM) |                     |   |    |    |
| 3                                                                                                                                                                             |           | 16           | M     | 20 | 20                                   |                                                                                                        |                     |   |    |    |
| 4                                                                                                                                                                             |           | 16           | M     | 26 | 26                                   |                                                                                                        |                     |   |    |    |
| 5                                                                                                                                                                             |           | 14           | M     | 41 | 41                                   |                                                                                                        |                     |   |    |    |
| End Boring at 15 ft                                                                                                                                                           |           |              |       |    |                                      |                                                                                                        |                     |   |    |    |
| Borehole backfilled with bentonite chips                                                                                                                                      |           |              |       |    |                                      |                                                                                                        |                     |   |    |    |
| *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the west side of S. Point at the intersection with Harvest Moon. |           |              |       |    |                                      |                                                                                                        |                     |   |    |    |

| WATER LEVEL OBSERVATIONS                                                                                          |                                     |    |                             |                          | GENERAL NOTES                       |              |              |        |             |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------|----|-----------------------------|--------------------------|-------------------------------------|--------------|--------------|--------|-------------|
| While Drilling                                                                                                    | <input checked="" type="checkbox"/> | NW | Upon Completion of Drilling | <input type="checkbox"/> | NW                                  | Start        | 9/30/10      | End    | 9/30/10     |
| Time After Drilling                                                                                               |                                     |    |                             |                          |                                     | Driller      | Badger Chief | BM     | Rig CME-750 |
| Depth to Water                                                                                                    |                                     |    |                             |                          | <input checked="" type="checkbox"/> | Logger       | MC           | Editor | ESF         |
| Depth to Cave in                                                                                                  |                                     |    |                             |                          |                                     | Drill Method | 2 1/4" HSA   |        |             |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual. |                                     |    |                             |                          |                                     |              |              |        |             |



# LOG OF TEST BORING

Project South Point Road  
 Location Madison, Wisconsin

Boring No. 6  
 Surface Elevation (ft) 95.5\*  
 Job No. C10041-15  
 Sheet 1 of 1

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

| SAMPLE                                                                                                                                                                                 |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks                                        | SOIL PROPERTIES     |   |    |    |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|----|---------------|-----------------------------------------------------------------------------|---------------------|---|----|----|----|
| No.                                                                                                                                                                                    | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |                                                                             | qu<br>(qa)<br>(tsf) | W | LL | PL | LI |
|                                                                                                                                                                                        |              |       |    |               | 6" Crushed Aggregate Base Course                                            |                     |   |    |    |    |
| 1                                                                                                                                                                                      | 12           | M     | 7  | 7             | Stiff to Very Stiff, Dark Brown Lean CLAY, Some Sand (CL)                   | (2.0)               |   |    |    |    |
| 2                                                                                                                                                                                      | 12           | M     | 2  | 2             | Stiff, Brown Lean CLAY (CL)                                                 | (1.3)               |   |    |    |    |
| 3                                                                                                                                                                                      | 18           | M     | 24 | 24            | Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM) |                     |   |    |    |    |
| 4                                                                                                                                                                                      | 18           | M     | 23 | 23            |                                                                             |                     |   |    |    |    |
| 5                                                                                                                                                                                      | 18           | M     | 39 | 39            |                                                                             |                     |   |    |    |    |
| End Boring at 15 ft                                                                                                                                                                    |              |       |    |               |                                                                             |                     |   |    |    |    |
| Borehole backfilled with bentonite chips                                                                                                                                               |              |       |    |               |                                                                             |                     |   |    |    |    |
| *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the west side of S. Point mid-block between Harvest Moon and Briar Haven. |              |       |    |               |                                                                             |                     |   |    |    |    |

| WATER LEVEL OBSERVATIONS                                                                                                                                                          | GENERAL NOTES                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling <u>NW</u><br>Time After Drilling _____<br>Depth to Water _____<br>Depth to Cave in _____ | Start <u>10/4/10</u> End <u>10/4/10</u><br>Driller <u>Badger Chief BM</u> Rig <u>CME-750</u><br>Logger <u>MC</u> Editor <u>ESF</u><br>Drill Method <u>2 1/4" HSA</u> |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual.                                                                 |                                                                                                                                                                      |



# LOG OF TEST BORING

Project South Point Road  
 Location Madison, Wisconsin

Boring No. 7  
 Surface Elevation (ft) 100.4\*  
 Job No. C10041-15  
 Sheet 1 of 1

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

| SAMPLE |           |       |    |            | VISUAL CLASSIFICATION and Remarks                                                                                                                                                      | SOIL PROPERTIES |   |    |    |    |
|--------|-----------|-------|----|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---|----|----|----|
| No.    | Rec (in.) | Moist | N  | Depth (ft) |                                                                                                                                                                                        | qu (qa) (tsf)   | W | LL | PL | LI |
|        |           |       |    |            | 6" Crushed Aggregate Base Course                                                                                                                                                       |                 |   |    |    |    |
| 1      | 6         | M     | 7  |            | FILL: Dark Brown Clay with Sand and Gravel to 3'                                                                                                                                       | (2.5)           |   |    |    |    |
| 2      | 6         | M     | 5  |            | Dark Brown Sand with Silt, Clay and Gravel to 5.5'                                                                                                                                     |                 |   |    |    |    |
| 3      | 18        | M     | 25 |            | Medium Dense, Tan Fine SAND, Trace Silt and Gravel (SP)                                                                                                                                |                 |   |    |    |    |
| 4      | 18        | M     | 27 |            | Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Occasional Cobbles/Possible Boulders (SM)                                                                      |                 |   |    |    |    |
| 5      | 18        | M     | 43 |            |                                                                                                                                                                                        |                 |   |    |    |    |
|        |           |       |    |            | End Boring at 15 ft                                                                                                                                                                    |                 |   |    |    |    |
|        |           |       |    |            | Borehole backfilled with bentonite chips                                                                                                                                               |                 |   |    |    |    |
|        |           |       |    |            | *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the west side of S. Point mid-block between Harvest Moon and Briar Haven. |                 |   |    |    |    |

## WATER LEVEL OBSERVATIONS

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

## GENERAL NOTES

Start 10/4/10 End 10/4/10  
 Driller Badger Chief BM Rig CME-750  
 Logger MC Editor ESF  
 Drill Method 2 1/4" HSA

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



# LOG OF TEST BORING

Project South Point Road  
 Location Madison, Wisconsin

Boring No. 8  
 Surface Elevation (ft) 99.4\*  
 Job No. C10041-15  
 Sheet 1 of 1

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

| SAMPLE |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks                                                                                                                                                                                                                              | SOIL PROPERTIES     |   |    |    |    |
|--------|--------------|-------|----|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |                                                                                                                                                                                                                                                                   | qu<br>(qa)<br>(tsf) | W | LL | PL | LI |
| 1      | 12           | M     | 7  | 7             | 1" Brown Clayey TOPSOIL FILL<br>Stiff, Brown Lean CLAY (CL)                                                                                                                                                                                                       | (1.5-1.8)           |   |    |    |    |
| 2      | 11           | M     | 4  | 11            | Loose, Dark Brown Fine to Medium SAND, Some<br>Silt and Clay (SM/SC)                                                                                                                                                                                              |                     |   |    |    |    |
| 3      | 2            | M     | 25 | 13            | Medium Dense to Dense, Brown Fine to Medium<br>SAND, Some Silt and Gravel (SM)                                                                                                                                                                                    |                     |   |    |    |    |
| 4      | 14           | M     | 28 | 21            |                                                                                                                                                                                                                                                                   |                     |   |    |    |    |
| 5      | 14           | M     | 48 | 48            | End Boring at 15 ft<br><br>Borehole backfilled with bentonite chips<br><br>*Elevation determined using an assumed datum of<br>100.0 ft referencing the top nut of a hydrant<br>situated along the north side of Briar Haven at the<br>intersection with S. Point. |                     |   |    |    |    |

| WATER LEVEL OBSERVATIONS                                                                                          |                                     |    |                             |                          | GENERAL NOTES |                                                          |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------|----|-----------------------------|--------------------------|---------------|----------------------------------------------------------|
| While Drilling                                                                                                    | <input checked="" type="checkbox"/> | NW | Upon Completion of Drilling | <input type="checkbox"/> | NW            | Start <u>9/30/10</u> End <u>9/30/10</u>                  |
| Time After Drilling                                                                                               |                                     |    |                             |                          |               | Driller <u>Badger</u> Chief <u>BM</u> Rig <u>CME-750</u> |
| Depth to Water                                                                                                    |                                     |    |                             |                          |               | Logger <u>MC</u> Editor <u>ESF</u>                       |
| Depth to Cave in                                                                                                  |                                     |    |                             |                          |               | Drill Method <u>2 1/4" HSA</u>                           |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual. |                                     |    |                             |                          |               |                                                          |





# LOG OF TEST BORING

Project South Point Road

Location Madison, Wisconsin

Boring No. 9

Surface Elevation (ft) 87.4\*

Job No. C10041-15

Sheet 1 of 1

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

| SAMPLE |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks                                                                                                                                            | SOIL PROPERTIES                                    |   |    |    |    |
|--------|--------------|-------|----|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |                                                                                                                                                                                 | qu<br>(qa)<br>(tsf)                                | W | LL | PL | LI |
|        |              |       |    |               | 1" Asphalt Pavement/3" Base Course                                                                                                                                              |                                                    |   |    |    |    |
| 1      | 0            | M     | 9  |               | Brown Lean CLAY (CL) (Based on Driller's Description)                                                                                                                           |                                                    |   |    |    |    |
| 2      | 11           | M     | 10 |               | Medium Dense to Very Dense, Light Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)                                                          |                                                    |   |    |    |    |
| 3      | 14           | M     | 40 |               |                                                                                                                                                                                 |                                                    |   |    |    |    |
| 4      | 14           | M     | 75 |               |                                                                                                                                                                                 | Occasional Lenses of Silty Sand and Gravel (SM/GM) |   |    |    |    |
| 5      | 16           | M     | 25 |               | End Boring at 15 ft                                                                                                                                                             |                                                    |   |    |    |    |
|        |              |       |    |               | Borehole backfilled with bentonite chips                                                                                                                                        |                                                    |   |    |    |    |
|        |              |       |    |               | *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the north side of Silicon Prairie at the intersection of S. Point. |                                                    |   |    |    |    |

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 9/30/10 End 9/30/10  
 Driller Badger Chief BM Rig CME-750  
 Logger MC Editor ESF  
 Drill Method 2 1/4" HSA

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



# LOG OF TEST BORING

Project South Point Road  
 Location Madison, Wisconsin

Boring No. 10  
 Surface Elevation (ft) 97.2\*  
 Job No. C10041-15  
 Sheet 1 of 1

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

| SAMPLE |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks                                                                                                                                                        | SOIL PROPERTIES     |   |    |    |    |
|--------|--------------|-------|----|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |                                                                                                                                                                                             | qu<br>(qa)<br>(tsf) | W | IL | PL | LI |
|        |              |       |    |               | 1/2" Asphalt Pavement/5" Base Course                                                                                                                                                        |                     |   |    |    |    |
| 1      | 12           | M     | 9  |               | Very Stiff, Dark Brown Lean CLAY, Some Sand (CL)                                                                                                                                            | (2.7)               |   |    |    |    |
| 2      | 14           | M     | 6  |               | Very Stiff, Brown Lean CLAY (CL)                                                                                                                                                            | (2.25)              |   |    |    |    |
| 3      | 14           | M     | 5  |               | Loose, Brown Clayey Fine to Medium SAND (SC)                                                                                                                                                |                     |   |    |    |    |
| 4      | 14           | M     | 26 |               | Medium Dense, Brown Fine to Medium SAND, Trace to Little Silt (SP/SP-SM)                                                                                                                    |                     |   |    |    |    |
|        |              |       |    |               | Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM)                                                                                                                          |                     |   |    |    |    |
| 5      | 14           | M     | 27 |               |                                                                                                                                                                                             |                     |   |    |    |    |
|        |              |       |    |               | End Boring at 15 ft                                                                                                                                                                         |                     |   |    |    |    |
|        |              |       |    |               | Borehole backfilled with bentonite chips                                                                                                                                                    |                     |   |    |    |    |
|        |              |       |    |               | *Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the west side of S. Point mid-block between Mineral Point and Silicon Prairie. |                     |   |    |    |    |

## WATER LEVEL OBSERVATIONS

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

## GENERAL NOTES

Start 9/30/10 End 9/30/10  
 Driller Badger Chief BM Rig CME-750  
 Logger MC Editor ESF  
 Drill Method 2 1/4" HSA

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

**LOG OF TEST BORING**  
**General Notes**

**Descriptive Soil Classification**

GRAIN SIZE TERMINOLOGY

| Soil Fraction  | Particle Size         | U.S. Standard Sieve Size |
|----------------|-----------------------|--------------------------|
| Boulders       | Larger than 12"       | Larger than 12"          |
| Cobbles        | 3" to 12"             | 3" to 12"                |
| Gravel: Coarse | 3/4" to 3"            | 3/4" to 3"               |
| Fine           | 4.76 mm to 3/4"       | #4 to 3/4"               |
| Sand: Coarse   | 2.00 mm to 4.76 mm    | #10 to #4                |
| Medium         | 0.42 to mm to 2.00 mm | #40 to #10               |
| Fine           | 0.074 mm to 0.42 mm   | #200 to #40              |
| Silt           | 0.005 mm to 0.074 mm  | Smaller than #200        |
| Clay           | Smaller than 0.005 mm | Smaller than #200        |

Plasticity characteristics differentiate between silt and clay.

GENERAL TERMINOLOGY

Physical Characteristics  
Color, moisture, grain shape, fineness, etc.  
Major Constituents  
Clay, silt, sand, gravel  
Structure  
Laminated, varved, fibrous, stratified, cemented, fissured, etc.  
Geologic Origin  
Glacial, alluvial, eolian, residual, etc.

RELATIVE DENSITY

| Term         | "N" Value |
|--------------|-----------|
| Very Loose   | 0-4       |
| Loose        | 4-10      |
| Medium Dense | 10-30     |
| Dense        | 30-50     |
| Very Dense   | Over 50   |

RELATIVE PROPORTIONS OF OF COHESIONLESS SOILS

| Proportional Term | Defining Range by Percentage of Weight |
|-------------------|----------------------------------------|
| Trace             | 0%-5%                                  |
| Little            | 5%-12%                                 |
| Some              | 12%-35%                                |
| And               | 35%-50%                                |

CONSISTENCY

| Term       | q <sub>v</sub> -tons/sq. ft. |
|------------|------------------------------|
| Very Soft  | 0.0 to 0.25                  |
| Soft       | 0.25 to 0.50                 |
| Medium     | 0.50 to 1.0                  |
| Stiff      | 1.0 to 2.0                   |
| Very Stiff | 2.0 to 4.0                   |
| Hard       | Over 4.0                     |

ORGANIC CONTENT BY COMBUSTION METHOD

| Soil Description       | Loss on Ignition |
|------------------------|------------------|
| Non Organic            | Less than 4%     |
| Organic Silt/Clay      | 4-12%            |
| Sedimentary Peat       | 12-50%           |
| Fibrous and Woody Peat | More than 50%    |

PLASTICITY

| Term              | Plastic Index |
|-------------------|---------------|
| None to Slight    | 0-4           |
| Slight            | 5-7           |
| Medium            | 8-22          |
| High to Very High | Over 22       |

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

**SYMBOLS**

DRILLING AND SAMPLING

- CS--Continuous Sampling
- RC--Rock Coring: Size AW, BW, NW, 2"W
- RQD--Rock Quality Designiator
- RB--Rock Bit
- FT--Fish Tail
- DC--Drove Casing
- C--Casing: Size 2 1/2", NW, 4", HW
- CW--Clear Water
- DM--Drilling Mud
- HSA--Hollow Stem Auger
- FA--Flight Auger
- HA--Hand Auger
- COA--Clean-Out Auger
- SS--2" Diameter Split-Barrel Sample
- 2ST--2" Diameter Thin-Walled Tube Sample
- 3ST--3" Diameter Thin-Walled Tube Sample
- PT--3" Diameter Piston Tube Sample
- AS--Auger Sample
- WS--Wash Sample
- PTS--Peat Sample
- PS--Pitcher Sample
- NR--No Recovery
- S--Sounding
- PMT--Borehole Pressuremeter Test
- VS--Vane Shear Test
- WPT--Water Pressure Test

LABORATORY TESTS

- q<sub>s</sub>--Penetrometer Reading, tons/sq. ft.
- q<sub>u</sub>--Unconfined Strength, tons/sq. ft.
- W--Moisture Content, %
- LL--Liquid Limit, %
- PL--Plastic Limit, %
- SL--Shrinkage Limit, %
- LI--Loss on Ignition, %
- D--Dry Unit Weight, lbs/cu. ft.
- pH--Measure of Soil Alkalinity or Acidity
- FS--Free Swell, %

WATER LEVEL MEASUREMENT

- ∇ --Water Level at time shown
- NW--No Water Encountered
- WD--While Drilling
- BCR--Before Casing Removal
- ACR--After Casing Removal
- CW--Caved and Wet
- CM--Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.



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

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

**Deputy City Engineer**  
Gregory T. Fries, P.E.  
**Deputy Division Manager**  
Kathleen M. Cryan  
**Principal Engineer 2**  
Christopher J. Petykowski, P.E.  
John S. Fahmeyer, P.E.  
**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmidt, P.E.  
**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
Bryan Cooper, Principal Architect  
**Mapping Section Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

June 4, 2019

**NOTICE OF ADDENDUM  
ADDENDUM NO. 1**

**CONTRACT NO. 8312, PROJECT NO. 11871  
SOUTH POINT ROAD ASSESSMENT DISTRICT – 2019**

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

**PLANS:**

**REMOVE**

Remove Sheet U-3.

**INSERT**

Insert Sheet U-3 (Revised 6-4-19)

Heavy riprap and filter fabric added to front of culvert apron ends.

**SPECIAL PROVISIONS:**

**ADD**

**BID ITEM 20230: HEAVY RIPRAP – GLACIAL FIELD STONE**

**DESCRIPTION**

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set at the three (3) 42" apron endwalls at the west side of South Point Rd and described in these Special Provisions. The stone shall be sized and placed in accordance with Article 212 of the Standard Specifications. All riprap shall be underlain with Geotextile Filter Fabric Type HR, which will be paid for under Bid Item 20233.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or

June 4, 2019

Page 2

Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Filter fabric shall be placed in a manner that prevents excess material from showing beyond the placed riprap. Riprap shall be placed such that the top surface of the stone is at or below the apron endwall elevation.

It is estimated that 35 C.Y. of excavation will be required to install Heavy Riprap. This excavation quantity is included in Bid Item 20101.

#### METHOD OF MEASUREMENT

Heavy Riprap – Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site. Tonnage shall be determined by truck tickets or by a method mutually agreed upon by the Contractor and Construction Engineer.

#### BASIS OF PAYMENT

Heavy Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to prepare the riprap site; and source, transport, and place stone as defined in the plan set and these Special Provisions.

#### PROPOSAL

A summary of the change to the proposal is as follows:

| Action | Bid Item | Description                              |
|--------|----------|------------------------------------------|
| REVISE | 20101    | EXCAVATION CUT                           |
| ADD    | 20230    | HEAVY RIPRAP –<br>GLACIAL FIELD<br>STONE |
| ADD    | 20233    | RIPRAP FILTER<br>FABRIC, TYPE HR         |

Please see Bid Express for revised bid item quantities.

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

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

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

Sincerely,

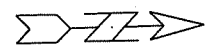


Robert F. Phillips, P.E., City Engineer

Cc: Greg Fries

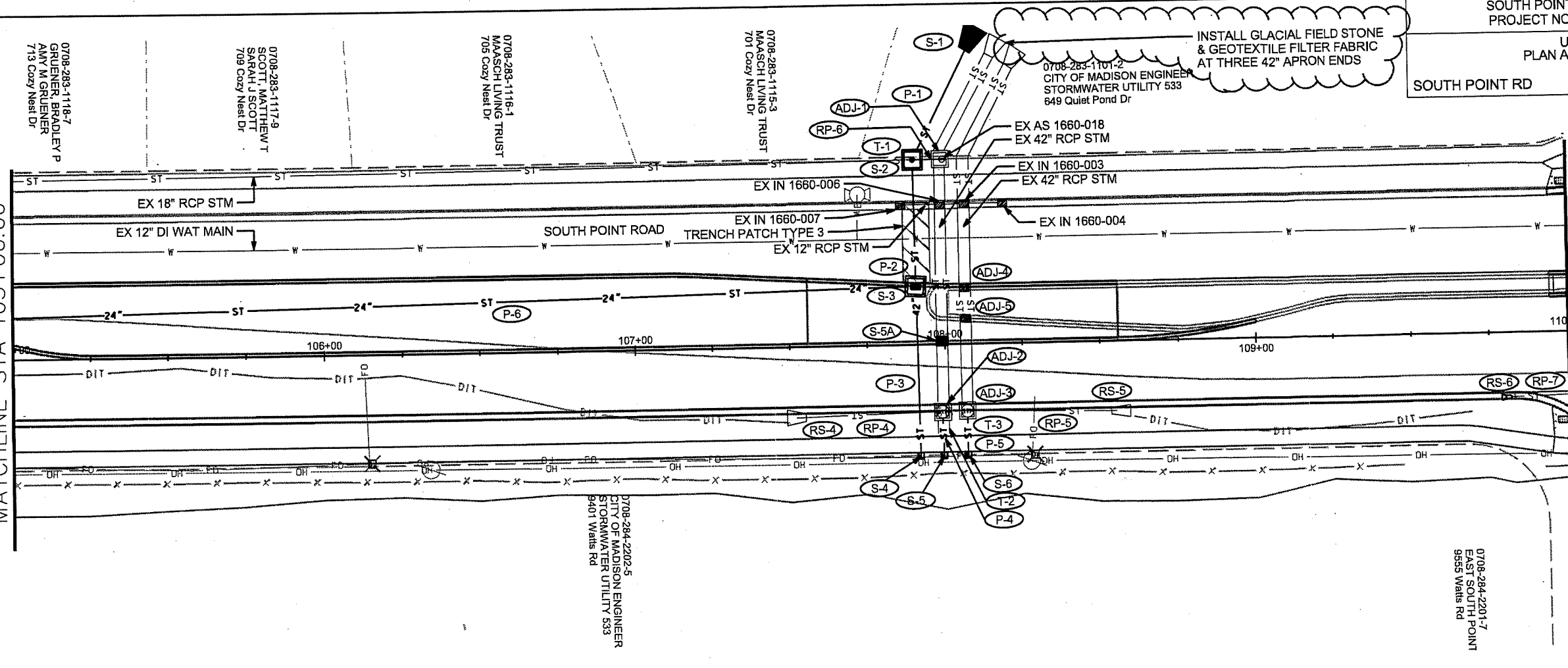
6/4/2019-8312\_Addendum1.doc

REVISED



MATCHLINE STA 105+00.00

MATCHLINE STA 110+00.00



INSTALL GLACIAL FIELD STONE & GEOTEXTILE FILTER FABRIC AT THREE 42\"/>

0708-283-1118-7  
GRUENNER, BRADLEY P  
AMY M GRUENNER  
713 Cozy Nest Dr

0708-283-1117-9  
SCOTT, MATTHEW T  
SARAH J SCOTT  
709 Cozy Nest Dr

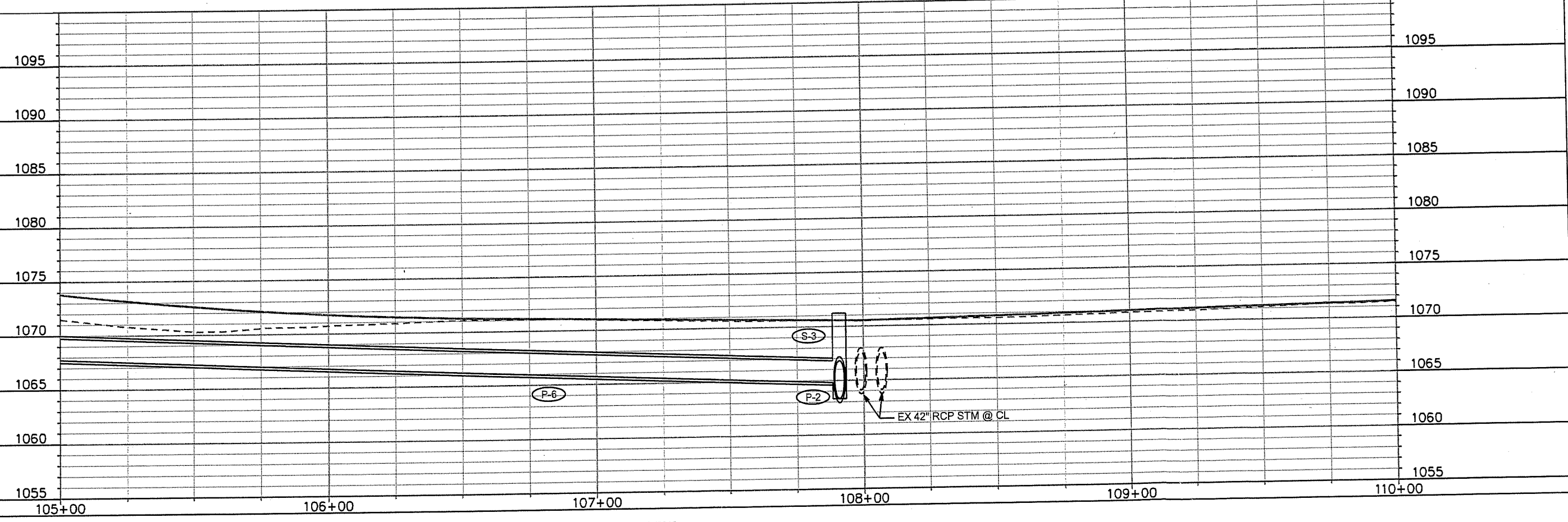
0708-283-1116-1  
MAASCH LIVING TRUST  
705 Cozy Nest Dr

0708-283-1115-3  
MAASCH LIVING TRUST  
701 Cozy Nest Dr

0708-283-1101-2  
CITY OF MADISON ENGINEER  
STORMWATER UTILITY 533  
649 Quiet Pond Dr

0708-284-2202-5  
CITY OF MADISON ENGINEER  
STORMWATER UTILITY 533  
9401 Wats Rd

0708-284-2201-7  
EAST SOUTH POINT  
9555 Wats Rd



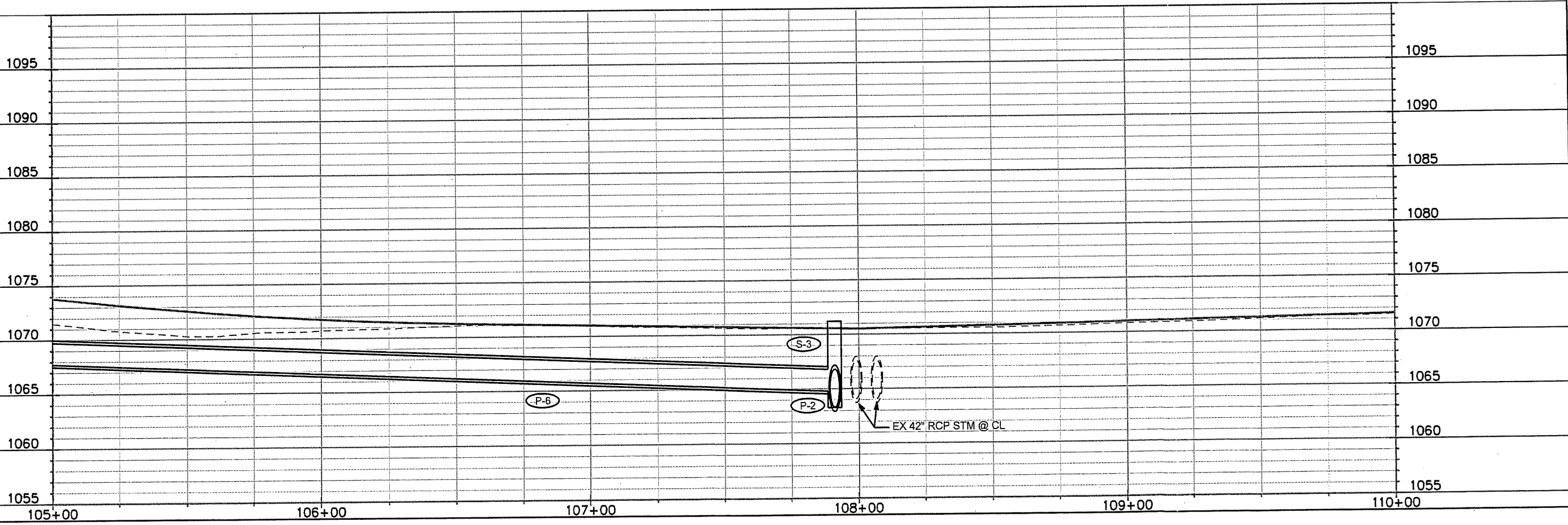
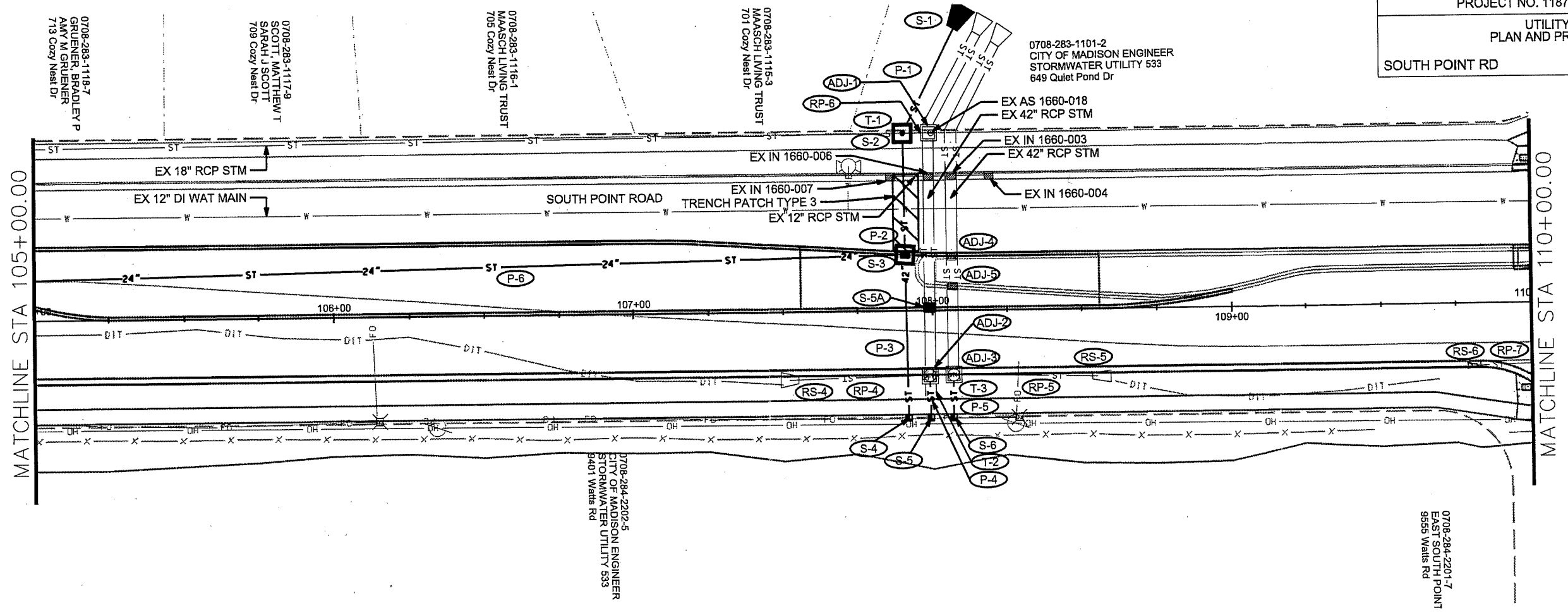
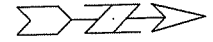
PLOT SCALE: \_\_\_\_\_

PLOT NAME: \_\_\_\_\_

REV. DATE: \_\_\_\_\_

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

UTILITY  
PLAN AND PROFILE  
SOUTH POINT RD CITY OF MADISON



ORIGINAL

PLOT SCALE: \_\_\_\_\_

PLOT NAME: \_\_\_\_\_

REV. DATE: \_\_\_\_\_

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

SECTION E: BIDDERS ACKNOWLEDGEMENT

SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8312

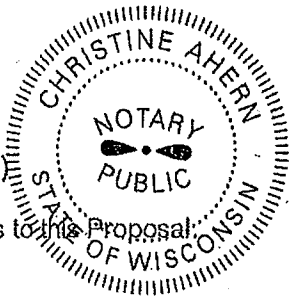
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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.

- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- 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.
- 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.
- 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).
- I hereby certify that all statements herein are made on behalf of Paris Construction (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]  
 SIGNATURE  
Vice president  
 TITLE, IF ANY

Sworn and subscribed to before me this  
27 day of May, 2019

[Signature]  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 12/9/2022  
 Bidders shall not add any conditions or qualifying statements to this Proposal.





Contract 8312 – Parisi Construction Co., Inc.

### 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

## Section F: Best Value Contracting (BVC)

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

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

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

### Best Value Contracting

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

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

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

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

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

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

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

SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8312

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Parisi Construction Co. Inc.  
Address: 508 S. Nine Mound Rd Verona, WI 53593  
Telephone Number: 608 848 5991 Fax Number: 6  
Contact Person/Title: Robert Endres, VP

Prime Bidder Certification

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

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

Christine Chen  
Witness' Signature  
6/6/19  
Date

[Signature]  
Bidder's Signature



SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019  
 CONTRACT NO. 8312  
 DATE: 6/6/19

Parisi Construction Co.,  
 Inc.

| Item                                                              | Quantity | Price        | Extension    |
|-------------------------------------------------------------------|----------|--------------|--------------|
| <b>Section B: Proposal Page</b>                                   |          |              |              |
| 10701 - TRAFFIC CONTROL - LUMP SUM                                | 1.00     | \$2,100.00   | \$2,100.00   |
| 10911 - MOBILIZATION - LUMP SUM                                   | 1.00     | \$150,000.00 | \$150,000.00 |
| 20101 - EXCAVATION CUT - C.Y.                                     | 5152.00  | \$20.00      | \$103,040.00 |
| 20202 - FILL BORROW - C.Y.                                        | 4464.00  | \$0.01       | \$44.64      |
| 20204 - SELECT FILL - TON                                         | 5850.00  | \$0.01       | \$58.50      |
| 20217 - CLEAR STONE - TON                                         | 450.00   | \$14.75      | \$6,637.50   |
| 20219 - BREAKER RUN - TON                                         | 300.00   | \$14.00      | \$4,200.00   |
| 20221 - TOPSOIL - S.Y.                                            | 8700.00  | \$3.50       | \$30,450.00  |
| 20303 - SAWCUT BITUMINOUS PAVEMENT - L.F.                         | 1715.00  | \$1.50       | \$2,572.50   |
| 20314 - REMOVE PIPE - L.F.                                        | 146.00   | \$20.25      | \$2,956.50   |
| 20322 - REMOVE CONCRETE CURB & GUTTER - L.F.                      | 250.00   | \$6.60       | \$1,650.00   |
| 20336 - PIPE PLUG - STORM UNDISTRIBUTED - EACH                    | 3.00     | \$140.00     | \$420.00     |
| 20402 - CLEARING - STA.                                           | 3.00     | \$1,000.00   | \$3,000.00   |
| 20407 - GRUBBING - STA.                                           | 3.00     | \$1,000.00   | \$3,000.00   |
| 20701 - TERRACE SEEDING - S.Y.                                    | 8700.00  | \$1.00       | \$8,700.00   |
| 21001 - EROSION CONTROL PLAN & IMPLEMENTATION - LUMP SUM          | 1.00     | \$1,000.00   | \$1,000.00   |
| 21002 - EROSION CONTROL INSPECTION - EACH                         | 3.00     | \$510.00     | \$1,530.00   |
| 21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH                  | 5.00     | \$210.00     | \$1,050.00   |
| 21013 - STREET SWEEPING - LUMP SUM                                | 1.00     | \$1,400.00   | \$1,400.00   |
| 21056 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL -      | 32.00    | \$150.00     | \$4,800.00   |
| 21057 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH          | 32.00    | \$62.00      | \$1,984.00   |
| 21058 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH            | 32.00    | \$62.00      | \$1,984.00   |
| 21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.             | 8700.00  | \$2.00       | \$17,400.00  |
| 30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.                    | 1565.00  | \$17.25      | \$26,996.25  |
| 30207 - TYPE "H" CONCRETE CURB & GUTTER - L.F.                    | 2800.00  | \$19.00      | \$53,200.00  |
| 30301 - 5 INCH CONCRETE SIDEWALK - S.F.                           | 7515.00  | \$3.30       | \$24,799.50  |
| 30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.                   | 2680.00  | \$5.40       | \$14,472.00  |
| 30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.              | 300.00   | \$9.40       | \$2,820.00   |
| 30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.                 | 64.00    | \$39.75      | \$2,544.00   |
| 40101 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON          | 1380.00  | \$15.00      | \$20,700.00  |
| 40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3 -         | 1430.00  | \$14.00      | \$20,020.00  |
| 40203 - HMA PAVEMENT 3 MT 58-28S - TON                            | 660.00   | \$81.00      | \$53,460.00  |
| 40204 - HMA PAVEMENT 4 MT 58-28S - TON                            | 590.00   | \$87.00      | \$51,330.00  |
| 40218 - TACK COAT - GAL                                           | 425.00   | \$2.30       | \$977.50     |
| 40301 - FULL WIDTH GRINDING - S.Y.                                | 1752.00  | \$5.70       | \$9,986.40   |
| 40364 - ADJUST INLET CASTING, TYPE "H" - EACH                     | 4.00     | \$260.00     | \$1,040.00   |
| 50211 - SELECT BACKFILL FOR STORM SEWER - T.F.                    | 1660.00  | \$1.00       | \$1,660.00   |
| 50225 - UTILITY TRENCH PATCH TYPE III - T.F.                      | 25.00    | \$120.00     | \$3,000.00   |
| 50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.                | 101.00   | \$68.00      | \$6,868.00   |
| 50410 - 42 INCH TYPE I RCP STORM SEWER PIPE - L.F.                | 167.00   | \$200.00     | \$33,400.00  |
| 50434 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.          | 702.00   | \$57.00      | \$40,014.00  |
| 50435 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.          | 690.00   | \$68.00      | \$46,920.00  |
| 50463 - 18 INCH RCP AE - EACH                                     | 2.00     | \$1,900.00   | \$3,800.00   |
| 50469 - 42 INCH RCP AE - EACH                                     | 1.00     | \$3,600.00   | \$3,600.00   |
| 50499 - CONCRETE COLLAR (42" RCP) - EACH                          | 3.00     | \$1,200.00   | \$3,600.00   |
| 50603 - 18 INCH RCP AE GATE - EACH                                | 2.00     | \$300.00     | \$600.00     |
| 50609 - 42 INCH RCP AE GATE - EACH                                | 1.00     | \$500.00     | \$500.00     |
| 50723 - 3'X3' STORM SAS - EACH                                    | 4.00     | \$4,000.00   | \$16,000.00  |
| 50724 - 4'X4' STORM SAS - EACH                                    | 1.00     | \$2,800.00   | \$2,800.00   |
| 50725 - 5'X5' STORM SAS - EACH                                    | 2.00     | \$5,200.00   | \$10,400.00  |
| 50741 - TYPE H INLET - EACH                                       | 6.00     | \$2,600.00   | \$15,600.00  |
| 50761 - SADDLED INLET TYPE I - EACH                               | 1.00     | \$2,800.00   | \$2,800.00   |
| 50792 - STORM SEWER TAP - EACH                                    | 9.00     | \$1,200.00   | \$10,800.00  |
| 60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F. | 657.00   | \$5.90       | \$3,876.30   |
| 60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F. | 1425.00  | \$5.40       | \$7,695.00   |
| 60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F. | 272.00   | \$5.20       | \$1,414.40   |

SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019  
 CONTRACT NO. 8312  
 DATE: 6/6/19

Parisi Construction Co.,  
 Inc.

| Item                                                              | Quantity      | Price      | Extension           |
|-------------------------------------------------------------------|---------------|------------|---------------------|
| 60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F. | 515.00        | \$5.20     | \$2,678.00          |
| 60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F. | 1638.00       | \$4.90     | \$8,026.20          |
| 60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN-        | 238.00        | \$46.25    | \$11,007.50         |
| 60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN-        | 435.00        | \$46.25    | \$20,118.75         |
| 60255 - FURNISH & INSTALL 3 #6 AND 1 #8 WIRES IN EXISTING OR      | 3250.00       | \$4.70     | \$15,275.00         |
| 60261 - ELECTRICAL TRENCH - L.F.                                  | 1654.00       | \$7.70     | \$12,735.80         |
| 60403 - CONSTRUCT LB-3 BASE - EACH                                | 11.00         | \$1,200.00 | \$13,200.00         |
| 60412 - CONSTRUCT TYPE "M" BASE - EACH                            | 1.00          | \$1,600.00 | \$1,600.00          |
| 60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH               | 9.00          | \$1,100.00 | \$9,900.00          |
| 60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH               | 2.00          | \$1,100.00 | \$2,200.00          |
| 60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.        | 1100.00       | \$4.80     | \$5,280.00          |
| 60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.               | 6750.00       | \$2.30     | \$15,525.00         |
| 60803 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.               | 350.00        | \$4.80     | \$1,680.00          |
| 60809 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 6-INCH - L.F.      | 300.00        | \$9.30     | \$2,790.00          |
| 60811 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 12-INCH - L.F.     | 150.00        | \$9.80     | \$1,470.00          |
| 60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.          | 250.00        | \$12.75    | \$3,187.50          |
| 60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.         | 250.00        | \$13.50    | \$3,375.00          |
| 60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.         | 60.00         | \$18.50    | \$1,110.00          |
| 60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH       | 1.00          | \$390.00   | \$390.00            |
| 60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH          | 7.00          | \$160.00   | \$1,120.00          |
| 60881 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.                   | 1100.00       | \$1.00     | \$1,100.00          |
| 60886 - PAVEMENT MARKING REMOVAL, 4" DOUBLE LINE - L.F.           | 200.00        | \$2.10     | \$420.00            |
| 60887 - PAVEMENT MARKING REMOVAL, SYMBOL, ARROW - EACH            | 1.00          | \$100.00   | \$100.00            |
| 60889 - PAVEMENT MARKING REMOVAL, SYMBOL, BIKE LANE - EACH        | 1.00          | \$310.00   | \$310.00            |
| 60891 - PAVEMENT MARKING REMOVAL, SYMBOL, BIKE ARROW - EACH       | 1.00          | \$52.00    | \$52.00             |
| 20230 - HEAVY RIPRAP-GLACIAL FIELD STONE - TONS                   | 52.00         | \$49.00    | \$2,548.00          |
| 20233 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.                      | 32.00         | \$3.20     | \$102.40            |
| <b>83 Items</b>                                                   | <b>Totals</b> |            | <b>\$984,972.14</b> |



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

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

**Assistant City Engineer**

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

**Principal Engineer 2**

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

**Principal Engineer 1**

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

**Facilities & Sustainability**

Jeanne E. Hoffman, Manager

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

## BIENNIAL BID BOND

Parisi Construction Co., Inc.

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

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

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

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

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

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

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



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

**PRINCIPAL**


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

By: [Signature], president  
SIGNATURE AND TITLE

**SURETY**

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

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



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

January 4, 2018  
DATE

Joseph L. Vigna  
AGENT SIGNATURE

20975 Swenson Drive - Suite 175  
ADDRESS

Waukesha, Wisconsin 53186  
CITY, STATE AND ZIP CODE

262-317-8045  
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269865

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

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

  
Kevin E. Hughes, Assistant Secretary



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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 3<sup>d</sup> day of JULY in the year Two Thousand and Nineteen between PARISI CONSTRUCTION CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JULY 2, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8312

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 NINE HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED SEVENTY-TWO AND 14/100 (\$984,972.14) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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.

**SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8312**

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

Countersigned:

Christine Ahern 6/20/19  
 Witness Date  
PC 6/20/19  
 Witness Date

**PARISI CONSTRUCTION CO., INC.**

PARISI CONSTRUCTION CO., INC.  
 Company Name  
[Signature] 6/20/19  
 President Date  
[Signature] 6/20/19  
 Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Shelvedale 7/12/19  
 Finance Director Date  
Sdu Cini 7.19.19  
 Witness Date  
Mary M. McCa 7/9/19  
 Witness Date

[Signature]  
 City Attorney Date  
[Signature] 7/9/19  
 Mayor Date  
[Signature] for 7-9-19  
 City Clerk Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we PARISI CONSTRUCTION CO., INC. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **NINE HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED SEVENTY-TWO AND 14/100 (\$984,972.14)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**SOUTH POINT ROAD ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8312**

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 3rd day of July, 2019

Countersigned:

Christine Ahern  
\_\_\_\_\_  
Witness  
[Signature]  
\_\_\_\_\_  
Secretary

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

Approved as to form:

[Signature]  
\_\_\_\_\_  
City Attorney

Travelers Casualty and Surety Company of America

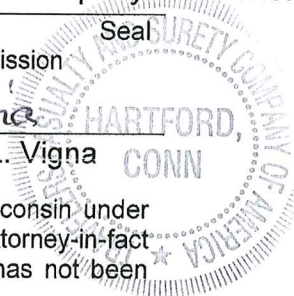
Surety Seal  
 Salary Employee  Commission

By Joseph L. Vigna  
\_\_\_\_\_  
Attorney-in-Fact Joseph L. Vigna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 257951 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 3, 2019  
\_\_\_\_\_  
Date

Joseph L. Vigna  
\_\_\_\_\_  
Agent Signature





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

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOSEPH L VIGNA** of **MILWAUKEE Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.  
**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

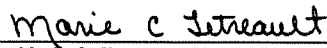
By:   
Robert L. Raney, Senior Vice President

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

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

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



  
Marie C. Tetreault, Notary Public

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

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

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

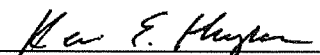
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **3rd** day of **July**, 2019



  
Kevin E. Hughes, Assistant Secretary

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