

\$1,678,500.50

BID OF PARISI CONSTRUCTION, LLC

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024

CONTRACT NO. 8635

MUNIS NO. 13812

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 16, 2024

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>


**KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024  
CONTRACT NO. 8635**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....	A-1
SECTION B: PROPOSAL SECTION .....	B-1
SECTION C: SMALL BUSINESS ENTERPRISE .....	C-1
SECTION D: SPECIAL PROVISIONS .....	D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT .....	E-1
SECTION F: BEST VALUE CONTRACTING .....	F-1
SECTION G: BID BOND .....	G-1
SECTION H: AGREEMENT .....	H-1
SECTION I: PAYMENT AND PERFORMANCE BOND .....	I-1
ATTACHMENT A: WisDOT RR ROW	

This Proposal, and Agreement have  
been prepared by:

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

  
James M. Wolfe, P.E., City Engineer for

JMW: az

## 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:	KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024
CONTRACT NO.:	8635
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	6/6/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/6/2024
BID SUBMISSION (2:00 P.M.)	6/13/2024
BID OPEN (2:30 P.M.)	6/13/2024
PUBLISHED IN WSJ	5/30/2024 & 6/6/2024

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

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

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR 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 ☐ Hydro Excavating  
243 ☐ Infrared Seamless Patching  
245 ☐ Landscaping, Maintenance  
246 ☐ Ecological Restoration  
250 ☐ Landscaping, Site and Street  
251 ☐ Parking Ramp Maintenance  
252 ☐ Pavement Marking  
255 ☐ Pavement Sealcoating and Crack Sealing  
260 ☐ Petroleum Above/Below Ground Storage Tank Removal/Installation  
262 ☐ Playground Installer

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## **SECTION D: SPECIAL PROVISIONS**

### **KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8635**

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

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

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

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

The work under this contract shall include, but is not limited to, tree removal, installation of storm sewer main and storm sewer structures, adjustment of sanitary sewer man structures, adjustment of water valves, excavation, base course preparation, bridge rehabilitation, curb and gutter, driveway aprons, sidewalk installation, green infrastructure, colored concrete pavement, asphalt pavement, pavement marking and signing.

Bridge rehabilitation work includes sidewalk widening, expansion joint modifications, new concrete approach slabs and repainting. Repainting work includes surface preparation and repainting of all exposed surfaces of carbon steel items on the bridge, including but not limited, to the bridge deck stringers, diaphragms, connection areas, base plates, and anchor bolts.

The reconstruction project limits for the work on Knutson Drive are between Green Avenue and Northport Drive. The project is approximately 2,450 ft. in length. The resurfacing project limits for the work on Knutson Drive are between Beilfuss Drive/Heffernan Drive to Knutson Drive. The project is approximately 750 ft. in length.

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

It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

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

Be advised that there shall be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging.

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

The Contractor shall remove, salvage, and reinstall soil with the landscaping bed along 301 Knutson Drive between the driveway and the west property line. The resident has placed improved soil in the bed. The Contractor shall place the salvaged soil outside the TLE area. The Contractor shall coordinate with Mary Pelzer, [marypelz@sbcglobal.net](mailto:marypelz@sbcglobal.net) during the removal, storage, and reinstallation of the soil in the bed. The Contractor shall not place seed or erosion mat along 301 Knutson Drive between the driveway

and the west property line as part of the restoration behind the sidewalk. This work shall be paid under Bid Item Remove, Salvage, and Reinstall Landscaping Soil.

### **Access to Properties**

The Contractor shall maintain access to 317 Knutson Drive (entrance to Central Wisconsin Center (CWC)) by constructing each driveway one half at a time allow access to the CWC at all times. The Contractor shall notify Adam Dickert, [Adam.Dickert@dhs.wisconsin.gov](mailto:Adam.Dickert@dhs.wisconsin.gov), five (5) days in advance regarding the start of the Green Avenue construction and the Knutson Drive (Green Avenue to Northport Drive) construction. This allows adequate notice for CWC to inform their staff of the upcoming construction, allowing staff to alternative their route to work. CWC staff will remove/relocate any of their signage at the entrance with Knutson Drive that will conflict with construction. The Contractor shall provide five (5) days in advance notice to Adam of any signage that may need to be relocated/removed.

### **Existing Items to Remain**

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Construction 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 restore any and all areas damaged as a result of construction operations, including but not limited to, the bridge structures, pavements, guard rails, curb and gutter, landscape plantings, and lawn areas. Damaged items shall be restored to their condition prior to construction. Cost of restoration shall be incidental to the Contract and shall be at no cost to the City.

A number of properties have extensive landscaping adjacent to the roadway. It is expected that the Contractor will limit disturbance, including material storage, to the slope intercept limits noted on the plans. Disturbance beyond those limits may only proceed if directed/approved by the Construction Engineer.

### **Bridge Rehabilitation**

The contractor shall provide all means necessary to protect trains passing below the bridge from dust and debris created by surface preparation of surfaces to be painted, from paint overspray or paint splatter from brush or roller application, and from any other effects of construction activities. Planned method of protection shall be presented to the Construction Engineer at the preconstruction conference.

The contractor shall maintain throughout the duration of construction a minimum vertical clearance of 21 ft 0 inch over the railroad from the top of rail, unless provided written approval through the temporary authorization permit.

A pre-construction conference will be required prior to the start of construction. Before starting the work at the project site, a conference will be held to review schedules, to establish procedures of handling shop drawings, other submissions, and for processing Applications for Payment, to review list of proposed subcontractors, to establish a working understanding between the parties as the project, and to discuss project details. Present at the conference will be representatives of the City of Madison, Wisconsin (City), Strand Associates, Inc.®, Wisconsin & Southern Railroad, and the Contractor.

All work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work to secure the site shall be considered incidental to Mobilization and no additional compensation shall be provided.

## Coordination with Utilities

Work in this contract shall require utility relocations or adjustments. 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.

AT&T (overhead & underground), Charter Communications (overhead), Madison Gas (underground) and Electric (overhead & underground) have facilities within the project limits.

AT&T has overhead and underground communication facilities (fiber and copper) within the reconstruction project limits that may need to be relocated during construction. Underground facilities are along Knutson Drive from STA 108+80 to Northport Drive on the north and south sides of the street. AT&T has facilities attached to the bridge that may need to be temporarily removed to complete bridge girder painting. The anticipated conflict at STA 108+85 is with underground fiber optic with the proposed storm sewer. Overhead facilities are attached to existing MG&E poles along the north side of the street. Underground and overhead facilities are anticipated to be in conflict. AT&T plans to relocate their overhead facilities when MG&E moves their poles during construction. AT&T plans to relocate their underground facilities in conflict prior to construction. The Contractor shall contact Matt Vachalik, [MV5616@att.com](mailto:MV5616@att.com) to coordinate any potential conflicts.

Charter Communications has overhead and underground communication facilities within the reconstruction project limits that may need to be relocated during construction. Underground facilities are along Knutson Drive from Westport Road to STA 121+25. Overhead facilities are attached to existing MGE poles along the north side of the street. Conflicts are anticipated. Charter Communications plans to adjust their communication vaults at STA 119+35 LT/RT and relocate their overhead facilities when MG&E moves their poles during construction. The Contractor shall contact Sean Potter, [Sean.Potter@charter.com](mailto:Sean.Potter@charter.com) to coordinate any potential conflicts during construction.

MG&E has underground gas facilities within the Knutson Drive resurface limits that may need to be relocated during construction because of anticipated conflicts between proposed storm sewer and existing gas facilities. The anticipated conflicts are at STA 104+30.00, 106+15.00, STA 106+40.00, and STA 108+80.00. If gas services on Knutson Dr between Heffernan Dr and Brown Ln need to be adjusted for storm sewer, coordinate with MGE "Road King" at 608-444-9689.

MG&E is planning to replace all of their existing gas main and services with new gas main and services along a portion of Knutson Drive (Green Avenue to STA 120+80), within the reconstruction limits. MG&E plans to complete this work during the fall of 2024.

The above ground gas meter attached to an existing MGE pole at approximately STA 111+50.00 LT is not anticipated to be in conflict. The Contractor shall contact John Wichern, [jwichern@mge.com](mailto:jwichern@mge.com) to coordinate any potential conflicts during construction.

MG&E has electric overhead and underground facilities within the reconstruction project limits that may need to be relocated during construction because of anticipated conflicts between proposed storm sewer/grading and existing electric facilities. The anticipated conflict at STA 108+85 is with underground electric with the proposed storm sewer. If any adjustments are required MG&E plans to complete that work during construction. MGE plans to relocate poles at STA 113+00 LT 10 ft. northeast, STA 114+20 LT 3 ft. north, STA 115+55 3' north, STA 118+50 during construction. The Contractor shall contact Tony Sanfratello, [asanfratello@mge.com](mailto:asanfratello@mge.com) to coordinate any relocation work.

## SECTION 107.12 OPERATIONS ON RAILROAD RIGHT-OF-WAY

The Knutson Drive Bridge crosses over one set of railroad tracks owned by Wisconsin & Southern Railroad Company. The Contractor shall contact Todd Mulrooney, Superintendent of Engineering at Wisconsin and Southern Railroad, 1890 East Johnson Street, Madison, WI 53704, (608) 620-2045, [tmulrooney@watco.com](mailto:tmulrooney@watco.com), for consultation on railroad requirements during construction.

Wisconsin & Southern Railroad indicates that the tracks are in operation 24 hours a day, 7 days a week, and that average volume is two to four trains per day that pass beneath the bridge.

The Contractor shall fill out and submit "WisDOT Temporary Authorization Permit (non-utility) for work on WisDOT RR ROW" to Kimberly Tollers, kimberly.tollers@dot.wi.gov, at WisDOT prior to starting work on the project. The permit application is attached to these bid documents.

Flag protection is required for any work within 25 ft. horizontal and 23 ft. vertical from the railroad track. Flag protection shall be scheduled at least 48 hours in advance.

See City of Madison Standard Specification Article 107.12 for other railroad requirements including minimum allowable clearances and flagging protection requirements.

#### **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**

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

The Contractor shall maintain access to all driveways per the standard specifications from at least one end and stagger work when needed. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to the residents of the 48 hours before any work is done that would obstruct their driveways.

Construct commercial driveways one half at a time to maintain access at all times.

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.

Contractor shall provide a Traffic Control Plan to Traffic Engineering ten (10) days prior to construction start date. Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, tubular posts and bases and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

Message boards shall be placed seven (7) days prior to all closures. Place total six (4) message boards throughout project area, one (1) board on the west end and one (1) on the east end of Knutson Drive (Green Avenue to Northport Drive). For Knutson Drive west of Green Avenue prior to resurfacing, place one (1) board on east side and one (1) board on west side.

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

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

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

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.

Madison Metro currently provides service along Troy Drive/Green Avenue to Murphy Drive (Central Wisconsin Center) to Marion Drive (Central Wisconsin Center) to Knutson Drive to Northport Drive. Madison Metro shall be notified ten (10) days in advance regarding work in 2025 on Knutson Drive (Green Avenue to Northport Drive) for bus reroute. When work is occurring in 2025, maintain the existing Madison Metro route until work between Westport Road and Northport Drive. Madison Metro can be notified by emailing [metronotice@cityofmadison.com](mailto:metronotice@cityofmadison.com). This allows adequate notice for Metro to reroute bus routes and move stops when necessary.

Maintain sidewalk on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

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

Backfill, plate, or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 608-266-4681, one day prior to the placement of the plates.

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)

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the traffic engineer on the project, Ali Heinritz, 215 Martin Luther King Jr. Blvd, Suite 109, 267-1102, 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 traffic engineer 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.

Knutson Drive, within the limits of the project, may be closed for the duration of the project, the street shall be open to local traffic.

Beilfuss Drive/Heffernan Drive may be closed when work is being completed on Knutson Drive.

Brown Lane may be closed when work is completed on Knutson Drive.

The Contractor shall not fully close Beilfuss Drive/Heffernan Drive and Brown Lanes at Knutson Drive at the same time.

Westport Road at Knutson Drive may be closed when work is being completed on Westport Road. When work is not occurring on Westport Road, the street shall be open for local traffic.

Green Avenue at Knutson Drive may be closed when work is being completed within the intersection. When the work is not occurring within intersection, the intersection shall be open for local traffic.

The Contractor shall not fully close Westport Road and Green Avenue at the same time.

Two (2) southbound lanes shall be always maintained along Northport Drive.

Contact Ali Heinritz, City of Madison Traffic Engineering, at 608-267-1102 or [aheinritz@cityofmadison.com](mailto:aheinritz@cityofmadison.com) for questions on this spec.

#### **BID ITEM 10770 – MAINTAIN RESIDENTIAL DRIVEWAY ACCESS**

The Contractor shall maintain access to 220 Knutson Drive, David Morel, [mjdsboy@charter.net](mailto:mjdsboy@charter.net) at all times and for the duration of the project. The remaining contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

#### **BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER (UNDISTRIBUTED)**

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

#### **BID ITEM 10802 – ROOT CUTTING – SIDEWALK (UNDISTRIBUTED)**

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

### **SECTION 108.2                      PERMITS**

The City of Madison has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit. The City of Madison has obtained a City of Madison Erosion Control 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, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

The Contractor is required to obtain a "WisDOT Temporary Authorization Permit (non-utility) for work on WisDOT RR ROW" for work within the railroad right-of-way. See Article 107.12 for additional information.

## **BID ITEM 10911 – MOBILIZATION**

This item shall be paid in accordance with 109.14 of the Standard Specifications for work in 2024 and 2025.

There are limited areas for staging of equipment and materials at the Knutson Drive bridge site. Materials and equipment may be stored in approved areas adjacent to the bridge as well as on the bridge to an extent that will not overload the bridge. Coordinate staging areas adjacent to the bridge with the Construction Engineer. All costs associated with equipment staging, including any restoration requirements resulting from staging equipment, are the responsibility of the Contractor and shall be included with the Mobilization bid item.

### **SECTION 109.2      PROSECUTION OF WORK**

A portion of the work under this contract shall be completed in 2024 with the remaining work completed in 2025.

The earliest possible start date for work on this contract in 2024 is **August 15, 2024.**

All work on Knutson Drive from Beilfuss Drive/Heffernan Drive to the reconstruction project limits (approximately STA 109+83.71), including storm sewer to structure S-6 and all street restoration excluding the 2-inch mill & overlay, shall be completed by November 8, 2024; once work commences in this area, it shall be completed within **FORTY-FIVE (45) CALENDAR DAYS**

The Contractor may complete additional work within the Knutson Drive reconstruction limits in 2024 (includes the intersection of Knutson/Green). If the Contractor elects to perform additional work in 2024, the Contractor shall restore all disturbed areas such that they're stabilized for winter, and any disturbance in the street where permanent materials are not installed, shall be temporarily restored with a minimum of 2.5-inch hot mix asphalt over 6-inches of gradation 2 crushed aggregate base course, before winter shutdown. Contractor may install final asphalt and concrete items; if final binder pavement is installed, all access structures and curb ramps shall have asphalt ramping installed, which will be at Contractor's expense. Temporary surface materials shall be even and match into existing, and sidewalk areas shall be free of any trip hazards. No compensation will be provided for placement of temporary restoration; installation of permanent items will be paid under the appropriate bid items.

The Contractor shall also maintain any temporary materials to ensure safe access and operations throughout the winter. Any cold weather protection required to complete permanent concrete work in 2024 will be at the Contractor's expense.

Days will not be calculated between the time of winter shutdown in 2024 and restart of work in spring 2025.

Work under this contract may resume as soon as weather allows in 2025, provided that a minimum of 2 weeks' notice is provided to the Engineer, prior to the anticipated start date.

All remaining work in 2025 shall be completed within **ONE-HUNDRED TWENTY (120) CALENDAR DAYS or by July 29, 2025, whichever is sooner.**

The intersection of Knutson Drive and Green Avenue shall be complete by **June 5, 2025** to asphalt binder layer; asphalt surface may be completed in coordination with the surface elsewhere on the project.

Work under this contract shall begin only after the start work letter is received. The Contractor shall notify the City Engineer three (3) weeks in advance of the selected start date in 2024. If notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

## **SECTION 109.9 LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to restore disturb areas before winter shutdown shall be \$500 per calendar day, per location.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all required work in 2024 shall be \$1,000 per calendar day, up to a maximum of \$14,000, if work cannot proceed due to winter weather.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete the Knutson Drive and Green Avenue intersection work by the deadline specified shall be \$1,000 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work under this contract by the deadline specified for all work shall be calculated per the Standard Specifications.

## **BID ITEM 20101 – EXCAVATION CUT**

Work under this item shall include all excavation required for Knutson Drive from Green Avenue to Northport Drive as shown on the cross sections as well as within the grading limits shown on the plans.

Excavation Cut shall be paid as a pay plan quantity. This item shall be in accordance with Article 201 and of the Standard Specifications.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. The earthwork summary is shown on the title sheet for this project, and a more detailed summary of earthwork quantities (unadjusted) is as follows:

### ***Knutson Drive (Green Avenue to Northport Drive)***

Excavation Cut (per cross sections)

- Estimated Cut Material: 4,600 C.Y.
- Estimated Undercut: 300 C.Y.
- Total Excavation Cut: 4,900 C.Y.

-----  
Total Unclassified Excavation Cut, paid under 20101: 4,900 C.Y.

## **BID ITEM 20130 – UNDERDRAIN (UNDISTRIBUTED)**

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

## **BID ITEM 20141 – GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED)**

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

## **BID ITEM 20204 – SELECT FILL (UNDISTRIBUTED)**

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

The Contractor shall place select fill under new sidewalk areas within a fill area. The remaining contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

## **BID ITEM 20141 – GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED)**

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

#### **BID ITEM 20219 – BREAKER RUN**

It is assumed that 25% of Knutson Drive (Green Avenue and Northport Drive) will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) or Geosynthetic Reinforcement Fabric in the undercut areas as directed by the Construction Engineer, paid under the appropriate bid item.

#### **BID ITEM 20402 – CLEARING**

#### **BID ITEM 20407 – GRUBBING**

These bid items are to be used for Clearing and Grubbing trees as shown on the plans. All work for clearing and grubbing shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees and shrubs under 3 inches.

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

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

#### **BID ITEM 21301 – REMOVE AND REPLACE MAILBOX**

Work under this item shall include removal and replacement of curb-side mailboxes along Knutson Drive from Green Avenue to Northport Road. It does not include work to provide temporary relocated mailboxes, which is included with the Temporary Mailboxes, Provide, Install, and Maintain special bid item. At the end of the project, the Contractor shall re-install all curb-side mailboxes along Knutson Drive from Green Avenue to Northport Road in the newly created grass terrace between the sidewalk and the street as directed by the Construction Engineer. Re-installed mailboxes shall be in compliance with placement procedures of the U.S. Postal Service. The Contractor shall replace the original post and mailboxes if any damages occur.

#### **BID ITEM 30208 – HAND FORM CONCRETE CURB & GUTTER**

The contract quantity shall be used at the Knutson Drive/Green Avenue intersection southeast corner curb and gutter transitions as well as type 'a'/'x' curb and gutter transitions. The remaining contractor quantity is an undistributed amount to be used at the direction of the Construction Engineer.

#### **BID ITEM 30340 – CURB RAMP DETECTABLE WARNING FIELDS**

All detectable warning fields shall be 2' by 5' unless otherwise specified as a Radial Detectable Warning Field. Detectable warning fields shall be procured and installed per Section 303.2(n) in Article III of the City of Madison Standard Specifications.

#### **BID ITEM 40301 – FULL WIDTH GRINDING**

2-inches of full width grinding for the entire street width shall be completed along Knutson Drive from Beilfuss Drive/Heffernan Drive to STA 109+83.78. The placement of HMA pavement shall be paid separately.

## **ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL**

### **SANITARY SEWER GENERAL**

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

### **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 452 feet of new 12 Inch, 45 feet of new 15 Inch, and 774 feet of new 18 inch storm sewer main.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

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

Connection of new pipes to existing structures shall be accommodated with a STORM SEWER TAP – Bid Item 50792.

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

### **BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III**

The trench patch shall be installed over storm sewer trenches in the resurfacing portion of Knutson Drive from Beilfuss Drive/Heffernan Drive to STA 109+83.78.

### **BID ITEM 50801 – UTILITY LINE OPENING (ULO) (UNDISTRUBUTED)**

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

This contract includes five (5) additional undistributed ULOs to be performed at the direction of the Engineer.

### **STRUCTURE REPAINTING GENERAL**

#### **A General**

#### **A.1 Paint and Painting**

All paint and painting shall be in accordance with Sections 517.1 and 517.2 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2024 Edition, unless specified otherwise within these specifications.

## **A.2 Inspection**

On all structures in this contract, notify the Construction Engineer of any missing or broken bolts or nuts, any missing or broken rivets, or of any cracks or flaws in the steel members while cleaning or painting.

## **A.3 Date Painted**

At the completion of all painting work, stencil in black paint or contrasting color paint the date of painting the bridge. The numbers shall be 3 inches (75 mm) in height and shall show the month and year in which the painting was completed: e.g., 11-95 (November 1995). On each bridge painted, stencil the date at two locations. On steel girder bridges, stencil the date on the inside of the outside stringers at the abutments. The date on grade separation bridges shall be readable when going under the structure or at some equally visible surface near the ends of the bridge, as designated by the Construction Engineer.

## **A.4 Graffiti Removal**

Remove any graffiti on concrete abutments, piers, pier caps, parapet railings, slope paving or any other location at the direction of the Construction Engineer. Use a brush sandblast to remove graffiti. The above work will not be measured and paid for separately but will be considered incidental to other items in the contract.

## **B (Vacant)**

## **C Construction**

### **C.1 Paint and Painting**

All paint and painting shall be in accordance with Section 517.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2024 Edition, unless specified otherwise within these specifications.

### **C.2 Repainting Methods**

Do not perform blasting, cleaning, and painting on days of high winds. Prevailing winds in excess of 15 mph (25 km/hr.) shall be considered high winds. Place the final field coat of paint on the exterior of the exterior beams as a continuous painting operation. Stop at splices, vertical stiffeners, or other appropriate locations so that lap marks are not evident or noticeable. Completely clean and remove spent abrasive and other waste materials resulting from the Contractor's operation from bridge deck surfaces, gutter lines, drains, curbs, bridge seats, pier caps, slope paving, roadway below, and all structural members and assemblies.

### **C.3 Inspection**

The Construction Engineer may inspect, at any time, all materials, and all parts of the work. This inspection may include the preparation, fabrication, or manufacture of materials or components on or off the project site. Allow the Construction Engineer safe access to all parts of the work. Furnish the information and assistance needed to make a complete inspection.

If the Construction Engineer requests, uncover or remove portions of finished work for inspection. After inspection, restore that work to the contract requirements. If the City finds the work acceptable, the City will pay for uncovering, removing, and restoring that work as extra work. If the City finds the work unacceptable, the Contractor shall pay for uncovering, removing, and restoring that work.

Failure to reject defective work or materials does not prevent the City from rejecting defective work discovered later.

Furnish, erect, and move scaffolding and other equipment to allow the inspector to closely observe all affected surfaces. The scaffolding, with appropriate safety devices, shall meet the approval of the Construction Engineer.

## **BID ITEM 90001 — STRUCTURE REPAINTING RECYCLED ABRASIVE P-13-748**

### **A Description**

This special provision describes surface preparation and painting of the metal surfaces according to the manufacturer's recommendations as modified in this special provision.

#### **A.1 Areas to be Cleaned and Painted**

All structural metal surfaces of:

1. Structure P-13-748.

### **B Materials**

#### **B.1 Coating System**

Furnish a complete coating system from WisDOT's approved list for "Structure Repainting Recycle Abrasive Structure." The color for the finish coating material shall match the color number the plans show according to Federal Standard Number 595. Supply the Construction Engineer with the product data sheets for approval before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer and all coats to the Construction Engineer for approval before any application of paint.

### **C Construction**

#### **C.1 Surface Preparation**

Before blast cleaning, solvent clean all surfaces to be coated according to SSPC-SP1.

All metal surfaces must be blast cleaned according to SSPC-SP10 and verified before painting.

Upon completion of surface preparation, test representative surfaces, which were previously rusted (i.e., pitted steel) for the presence of residual chloride. Perform Surface Contamination Tests (SCAT) according to the manufacturer's recommendations. The tests must be witnessed by the Construction Engineer. If chlorides are detected at levels greater than 7ug/cm<sup>2</sup>, continue to clean the affected areas until results are below the specified limit. Submit anticipated testing frequencies and chloride remediation methods to the Construction Engineer for review and approval.

Apply the prime coat the same day that the metal surfaces receive the No. 10 blast or re-blast before application. Cleaned surfaces shall be of the specified condition immediately before paint application. If rust bloom occurs before applying the primer, stop the painting operation in the area of the rust bloom and re-blast and clean the area to SSPC SP-10 before applying the primer.

The steel grit and any associated equipment brought to the site and used for blast cleaning shall be clean. Remove immediately dirty grit or equipment brought to the site at no expense to the City. Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured according to ISO 8503-5.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight as per SSPC AB-2.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and test cleanliness according to ASTM D4285. The airline used for surface preparation shall have an in-line water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces according to this specification.

## **C.2 Coating Application**

Apply paint according to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray or inaccessible areas by brush, roller, or other methods approved by the Construction Engineer.

The Construction Engineer may allow the use of conventional spray equipment after satisfactory demonstration by the Contractor of the proper application technique and handling of that equipment.

Mix the paint or coatings according to the manufacturer's directions to a smooth lump-free consistency. Keep paint thoroughly mixed during the painting application.

After the inspector approves the entire cleaned surface to be coated, apply a prime coat uniformly to the entire surface. Either before or after applying the prime coat, brush or spray a stripe coat of primer on all plate edges, bolt heads, nuts, and washers. Apply succeeding coats as the product data sheet shows.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking," remove such coating back to soundly bonded coating and re-coat the area to the required thickness.

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint according to SSPC PA1.

The coating is supplied for normal use without thinning. If in cool weather it is necessary to thin the coating for proper application, thin according to the manufacturer's recommendations.

During surface preparation and coating application the ambient and steel temperature shall be between 39 degrees F and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature. (This requires the steel to be dry and free of any condensation or ice regardless of the actual temperature of the steel.) The relative humidity shall not exceed 85%. The manufacturer's ambient condition requirements must be followed if they are more stringent.

Paint thickness shall be within the requirements for a three coat paint system listed in WisDOT's approved list for Structure Repainting Recycle Abrasive Structure and the paint system being used.

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2. Dry film thickness in each area measured will be based on an average of three gage readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

#### **D Measurement**

The City will measure Structure Repainting Recycled Abrasive (P-13-748) as a single unit for each structure, acceptably completed.

#### **E Payment**

Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the paint; and for providing the listed equipment.

### **BID ITEM 90002 — DISPOSAL OF WASTE MATERIAL**

#### **A Description**

This special provision describes proper disposal of waste materials.

#### **B (Vacant)**

#### **C Construction**

During paint removal operations, continuously monitor the status of waste generation and quantity stored so that timely disposal can be arranged. Dispose all waste material collected by this operation properly in accordance with all local, state, and federal regulations. The Contractor is responsible for the waste from the point of generation until it is finally disposed of in a licensed or permitted hazardous waste facility. Hazardous waste must be transported to a licensed treatment, storage or disposal facility, or sent offsite to be reclaimed.

#### **D Measurement**

The City will measure Disposal of Waste Materials as a single unit, acceptably completed.

#### **E Payment**

The City will pay for Disposal of Waste Materials at the lump sum bid price. Payment is full compensation for disposal.

### **BID ITEM 90003 — NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS P-13-748**

#### **A Description**

This special provision describes providing a dust collector to maintain a negative air pressure in the enclosure; furnishing and erecting enclosures as required to contain, collect and store waste material resulting from the preparation of steel surfaces for painting, and repainting, including collection of such waste material, and labeling and storing waste material in approved hazardous waste containers.

#### **B (Vacant)**

## **C Construction**

Erect an enclosure to completely enclose (surround) the blasting operations. The ground, slope paving, or roadway cannot be used as the bottom of the enclosure unless covered by approved containment materials. So that there are no visible emissions to the air or ground or water, design, erect, operate, maintain and disassemble the enclosures in such a manner to effectively contain and collect dust and waste materials resulting from surface preparation and paint over spray. Suspend all enclosures over water from the structure or as approved by the Construction Engineer.

Construct the enclosure of flexible materials such as tarpaulins or of rigid materials such as plywood, or of a combination of flexible and rigid materials and meet SSPC Guide 6 requirements with Level 1 emissions. Systems manufactured and provided by Eagle Industries, Detroit Tarps, or equal, are preferred. The tarpaulins shall be a non-permeable material, either as part of the tarp system or have a separate non-permeable lining. Maintain all materials free of tears, cuts, or holes. The vertical sides of the enclosure shall extend from the bottom of the deck down to the level of the covered work platform or covered barge were used for structures over water and shall be fastened securely to those levels to prevent the wind from lifting them. Bulkheads are required between beams to enclose the blasting area as approved by the Construction Engineer. Where bulkheads are required, construct them of plywood and properly seal them. To prevent spent materials and paint over spray from escaping the enclosed area, overlap and fasten together all seams. Place groundcovers under all equipment before operations or as approved by the Construction Engineer.

To allow proper cleaning, inspection of structures or equipment, and painting, provide safe adequate artificial lighting in areas where natural light is inadequate. Provide a dust collector so that there are no visible emissions outside of the enclosure and so that a negative air pressure inside the enclosure is maintained. The dust collector shall be sized to maintain the minimum air flow based on the cross-sectional area of the enclosure.

A combination of positive air input and negative air pressure may be needed to maintain the minimum airflow within the enclosure.

Filter all air exhausted from the enclosure to create a negative pressure within the enclosure so as to remove all hazardous and other particulate matter.

After all debris has been removed and all painting has been approved in the containment area is complete, remove containment according to SSPC Guide 6.

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in provided hazardous waste containers. Label each container as it is filled, using the labels. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. Secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain, or exposed to standing water.

In a separate operation, recover the recyclable abrasive for future application, and collect the paint and/or corrosion particles for disposal.

## **D Measurement**

The City will measure Negative Pressure Containment and Collection of Waste Materials (Structure) as a single unit for each structure, acceptably completed.

## **E Payment**

Payment is full compensation for designing, erecting, operating, maintaining, and disassembling the containment devices; providing negative pressure exhaust ventilation; collecting, labeling, and for storing spent materials in provided hazardous waste containers.

### **BID ITEM 90004 — PORTABLE DECONTAMINATION FACILITY**

#### **A Description**

This special provision describes furnishing and maintaining weekly, or more often if needed, a single unit portable decontamination facility.

#### **B Materials**

Supply and operate all equipment in accordance with OSHA.

The portable decontamination facility shall consist of a separate "Dirty Room," "Shower Room," and "Clean Room." The facility shall be constructed so as to permit use by either sex. The facility shall have adequate ventilation.

The "Dirty Room" shall have appropriately marked containers for disposable garments, clothing that requires laundering, worker shoes, and any other related equipment. Each container shall be lined with poly bags for transporting clothing, or for disposal. Benches shall be provided for personnel.

The "Shower Room" shall include self-contained individual showering stalls that are stable and well secured to the facility. Provide showers with a continuous supply of potable hot and cold water. The wastewater must be retained for filtration, treatment, and/or for proper disposal.

The "Clean Room" shall be equipped with secure storage facilities for street clothes and separate storage facilities for protective clothing. The lockers shall be sized to store clothing, valuables and other personal belongings for each worker. Benches shall be provided for personnel.

Supply a separate hand wash facility, either attached to the decontamination facility or outside the containment.

#### **C Construction**

Properly contain, store, and dispose of the wastewater.

#### **D Measurement**

The City will measure Portable Decontamination Facility by each individual unit, acceptably completed.

#### **E Payment**

Payment is full compensation for furnishing and maintaining a portable decontamination facility.

### **BID ITEM 90005 — SIDEWALK COVER PLATE**

#### **A Description**

This special provision describes furnishing and installing expansion joint cover plates at the sidewalks at the north and south ends of the west and east abutments of bridge P-13-0748 (total of four locations).

## **B Materials**

All materials for the cover plates shall conform to Sections 502 and 506 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2024 Edition, and as indicated on the drawings.

## **C Construction**

Construction methods shall be in accordance with Sections 502 and 506 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2024 Edition. Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and condition of materials is in conformance with these specifications. Contractor shall repair or replace damaged components as necessary at no additional cost to the City. Carefully store material off the ground to ensure proper ventilation and drainage and to provide protection against damage caused by ground moisture.

## **D Measurement**

The City will measure Sidewalk Cover Plate by the linear foot acceptably furnished and installed.

## **E Payment**

Payment for Sidewalk Cover Plate is full compensation for fabricating and galvanizing all cover plate components and transporting to jobsite; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete contract work.

### **BID ITEM 90006 – CONCRETE MASONRY BRIDGES**

### **BID ITEM 90007 – PROTECTIVE SURFACE TREATMENT**

### **BID ITEM 90008 – PROTECTIVE SURFACE TREATMENT RESEAL**

### **BID ITEM 90009 – ADHESIVE ANCHORS NO. 4 BAR**

### **BID ITEM 90010 – ADHESIVE ANCHORS NO. 5 BAR**

### **BID ITEM 90011 – BAR STEEL REINFORCEMENT HS COATED STRUCTURES**

### **BID ITEM 90012 – CONCRETE PAVMENT APPROACH SLAB**

### **BID ITEM 90013 – CONCRETE SURFACE REPAIR**

## **A Description**

This work under this section includes items related to bridge rehabilitation including concrete, reinforcing, and other incidentals.

## **B Materials**

All materials are subject to the Construction Engineer approval before work begins. Submit a source of materials report to Construction Engineer for review and approval.

## **C Specifications**

Unless otherwise specified or required, all work shall conform to the requirements of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2024 Edition, Parts 2 through 6.

The Specifications, Method of Measurement, and Basis of Payment for the following Bid Items provided in these Specifications:

ITEM NUMBER	DESCRIPTION	
SECTION		
90006	Concrete Masonry Bridges	502

90007	Protective Surface Treatment	502
90008	Protective Surface Treatment Reseal	502
90009	Adhesive Anchors No. 4 Bar	502
90010	Adhesive Anchors No. 5 Bar	502
90011	Bar steel Reinforcement HS Coated Structures	505
90012	Concrete Pavement Approach Slab	415
90013	Concrete Surface Repair	509

## D Special Provisions

These Special Provisions govern wherever there is a discrepancy or conflict with the specifications.

Concrete Testing and Sampling. Cast-in-place concrete testing shall be done in accordance with Section 301.2 of the City of Madison Standard Specifications for Public Works Construction, 2024 Edition. Costs for concrete testing shall be incidental to Bid Item No. 90006.

### ID ITEM 90014 — Polymer Overlay

#### A Description

This special provision describes providing two layers of a two-component polymer overlay system to the existing bridge deck.

#### B Materials

##### B.1 General

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from Wisconsin Department of Transportation's approved product list.

##### B.2 Polymer Resin

Furnish a polymer resin base and hardener composed of two-component, 100 percent solids, 100 percent reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method
Gel Time <sup>[1]</sup>	15 – 45 minutes @ 73° to 75° F	ASTM C881
Viscosity <sup>[1]</sup>	7 – 70 poises	ASTM D2393, Brookfield RVT, Spindle No. 3, 20 rpm
Shore D Hardness <sup>[2]</sup>	60-75	ASTM D2240
Absorption <sup>[2]</sup>	1% maximum at 24 hr.	ASTM D570
Tensile Elongation <sup>[2]</sup>	30% - 70% @ 7 days	ASTM D638
Tensile Strength <sup>[2]</sup>	2000 to 5000 psi @ 7 days	ASTM D638
Chloride Permeability <sup>[2]</sup>	<100 coulombs @ 28 days	AASHTO T277

<sup>[1]</sup> Uncured, mixed polymer binder

<sup>[2]</sup> Cured, mixed polymer binder

Ensure that the polymer resin when mixed with aggregate has the following properties:

Property	Requirements	Test Method
Minimum Compressive Strength	1,000 psi @ 8 hrs. 5,000 psi @ 24 hrs.	ASTM C579 Method B, Modified <sup>[2]</sup>
Thermal Compatibility	No Delaminations	ASTM C884
Minimum Pull-off Strength	250 psi @ 24 hrs.	ASTM C1583

<sup>[1]</sup> Based on samples cured or aged and tested at 75° F

<sup>[2]</sup> Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds.

### B.3 Aggregates

Furnish natural or synthetic aggregate that is non-polishing; clean; free of surface moisture; fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and conform to the following:

#### Aggregate Properties

Property	Requirements	Test Method
Moisture Content <sup>[1]</sup>	½ of the measured aggregate absorption, %	ASTM C566
Hardness	>6.5	Mohs Scale
Fractured Faces	100% with a least 1 fractured face & 80% with at least 2 fractured faces of material retained on No.16	ASTMA D5821
Absorption	≤1%	ASTM C128

<sup>[1]</sup> Sampled and tested by the department before placement.

#### Gradation

Sieve Size	% Passing by Weight
No. 4	100
No.8	30 – 75
No. 16	0 – 5
No. 30	0 – 1

### B.4 Approval of Bridge Deck Polymer Overlay System

A minimum of 20 working days before application, submit product data sheets and specifications from the manufacturer, and a certified report of test or analysis from an independent laboratory to the Construction Engineer for approval. If requested, supply the Construction Engineer with samples of the polymer and aggregates for the purpose of acceptance testing.

#### B.4.1 Product Data Sheets and Specifications

Product data sheets and specifications from the manufacturer consists of literature from the manufacturer showing general instructions, application recommendations/methods, product properties, general instructions, or any other applicable information.

#### B.4.2 Certified Report of Test or Analysis

Conform to the following:

Polymer Binder: Submit a certified report of test or analysis from an independent laboratory dated less than 3 years before the date of the project letting showing the polymer binder meets the requirements of section B.2.

Aggregates: Submit a certified report of test or analysis from an independent laboratory dated less than 6 months before the date of the project letting showing the aggregates meet the requirements of section B.3.

## **C Construction**

### **C.1 General**

Ensure that the overlay system is 1/4 inch thick or thicker.

Conform to the following:

Field Review: Conduct a field review of the existing deck to identify any possible surface preparation and material compatibility issues.

Pre-Installation Meeting: Conduct a pre-installation meeting with the manufacturer's representative and the City before construction. Discuss the field review findings, verification testing of the surface preparation and establish procedures for maintaining optimum working conditions and coordination of work. Furnish the City a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. Supply for the City's use for the duration of the project, a Concrete Surface Profile (CSP) chip set of 10 from the International Concrete Repair Institute (ICRI).

Manufacturer's Representative: An experienced manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly. This requirement may be reduced at the City's discretion.

Material Storage: Store and handle materials according to the manufacturer's recommendations. Store resin materials in their original containers in a dry area. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

### **C.2 Deck Preparation**

#### **C.2.1 Deck Repair**

Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the City recommends. Work performed to remove and repair the concrete deck will be paid for under bid item 90013.

Use deck patching products that are compatible with the overlay system. Patching materials with magnesium phosphate shall not be used. Place patches after surface is prepared via shot blasting and cleaning as described in Section C.2.2 of this specification. Portland cement concrete patches shall be used for joint repairs and full depth deck repairs with a plan area larger than 4 square feet, unless approved otherwise by the City. If rapid-set concrete is used, place patches per the manufacturer's recommendation. If Portland cement concrete is used, place patches per Wisconsin Department of Transportation Standard Specification Section 509.3.9.1.

Deck patching shall be filled and properly finished prior to overlay placement. Do not place overlay less than 1 hour, or per the manufacturer's recommendation, after placing rapid-set concrete patches in the repair areas. Do not place overlay less than 28 days after placing Portland cement concrete patches in the repair areas.

#### **C.2.2 Surface Preparation**

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 5 (medium-heavy shotblast) according to the ICRI Technical Guideline No. 310.2. If the City requires additional verification of the surface preparation, test the tensile bond strength according to ASTM C1593. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of 1/4 inches or more is greater than 50 percent of the test area. Continue adjustment of the

shotblasting machine and necessary testing until the surface is acceptable to the City or a passing test result is obtained.

Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours before the application of the overlay system.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by the shot and sand blasting operations and from materials adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Before shot blasting, remove pavement markings within the treatment area using an approved mechanical or blasting method.

Prepare the vertical concrete surfaces adjacent to the deck a minimum of 2 inches above the overlay according to SSPC-SP 13 (free of contaminants, dust, and loose concrete) by sand blasting, using wire wheels, or other approved method.

Just before overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (brush/breeze blast) the exposed surfaces.

The City may consider alternate surface preparation methods per the overlay system manufacture's recommendations. The City will approve the final surface profile and deck cleanliness before the contractor placing the polymer overlay.

### **C.2.3 Transitional Area**

If the plans show, create a transitional area approaching transverse expansion joints and ends of the deck using an approved mechanical or blasting method. Remove 1/4 inch to 5/16 inch of concrete adjacent to the joint or end of deck and taper a distance of 3 ft.

If the plans show, create a transitional area on the approach pavement. Prep and place the first lift 3 ft. beyond the end of the deck the same width as the deck. Prep and place the second lift 6 ft. beyond the end of the deck the same width as the deck.

### **C.3 Overlay Application**

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the overlay system if any of the following exists:

1. Ambient air temperature is below 50°F or above 100°F.
2. Deck temperature is below 50°F.
3. Moisture content in the deck exceeds 4.5 percent when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured in accordance with ASTM D4263.
4. Rain is forecasted during the minimum curing periods listed under C.5.
5. Materials component temperatures below 65°F or above 99°F.
6. Concrete deck age is less than 28 days.
7. The deck temperature exceeds 100°F.
8. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Provide appropriate protective

measures to prevent contamination from equipment allowed on the deck during preparation and application operations. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a method that provides a uniform, consistent coverage of aggregate and minimizes aggregate rolling or bouncing into final position. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be re-used if approved by the City and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow equipment or traffic on the treated area until directed by the City.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Before applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Before opening to traffic, clean expansion joints and joint seals of all debris and polymer. A minimum of 3 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

#### C.4 Application Rates

Apply the polymer overlay in two separate courses in accordance with the manufacturer's instructions, but not less than the following rate of application.

Course	Minimum Polymer Rate <sup>[1]</sup> (GAL/100 S.F.)	Aggregate <sup>[2]</sup> (LBS/SY)
1	2.5	10+
2	5.0	14+

<sup>[1]</sup> The minimum total applications rate is 7.5 GAL/100 S.F.

<sup>[2]</sup> Application of aggregate shall be of sufficient quantity to completely cover the polymer.

#### C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

Course	Average temperature of deck, polymer and aggregate components in degrees F							
	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85-99
1	6 hrs.	5 hrs.	4 hrs.	3 hrs.	2.5 hrs.	2 hrs.	1.5 hrs.	1 hr.
2	8 hrs.	6.5 hrs.	6.5 hrs.	5 hrs.	4 hrs.	3 hrs.	3 hrs.	3 hrs.

If faster cure times are desired and achievable, submit to the Construction Engineer a certified test report from an independent laboratory showing the material is able to reach a compressive strength of 1,000 psi as tested per ASTM C 579 Method B within the temperature ranges and cure times for which the product is proposed to be placed. Establish ambient air, material, and substrate temperatures from the manufacturer for field applications. Field applications will not be allowed below the documented temperatures.

## **C.6 Repair of Polymer Overlay**

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the City for approval. Absent a manufacturer's repair procedures and with the approval of the City, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete before placement of polymer overlay; and place the polymer overlay according to section C.3.

## **D Measurement**

The City will measure Polymer Overlay by the square yard, acceptably completed.

## **E Payment**

Payment is full compensation for preparing the surface; for tensile bond testing; for creating the transitional area; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials.

The City will pay separately for deck repairs.

## **BID ITEM 90015 – TEMPORARY MAILBOXES, PROVIDE, INSTALL, AND MAINTAIN**

### **DESCRIPTION**

This work consists of providing, installing and maintaining temporary mailboxes for all residents within the project limits. The temporary placement location will be determined by the Construction Engineer, but will generally consist of temporary locations along Knutson Drive from Green Avenue to Northport Road

The Contractor shall maintain the temporary mailboxes as necessary to ensure that they remain accessible by USPS and residents and are functioning properly and closing securely. Curb-side mailboxes will be re-installed as needed under the Remove and Replace Mailbox standard bid item. After the project is complete and mail service can resume as normal, the temporary mailboxes shall be removed.

The Contractor shall contact the USPS to inform them prior to and after installation of the temporary mailboxes and to provide the address affected. Contact the West-Side Post Office at 733 Struck St (608-274-1793) to coordinate this work.

### **METHOD OF MEASUREMENT**

This item shall be measured as each individual mailbox that is temporarily relocated and maintained, acceptably completed.

### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price each, which shall be payment in full for providing, installing, and maintaining temporary mailboxes.

## **BID ITEM 90016 – PRIVATE TREE PRUNING (UNDISTRIBUTED)**

### **DESCRIPTION**

There are a number of private trees with overhanging limbs in the right-of-way, some of which are close to the sidewalk. This bid item includes all work necessary to perform private tree pruning as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 209.4(e) of the City of Madison Standard Specifications.

Private tree pruning shall also follow Section 107 of the Standard Specs with regard pruning to accommodate construction equipment invading the tree crown. This work shall be performed by a certified arborist, with advance permission from the Construction Engineer. No pruning will be performed by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications. No pruning shall be completed on private property without the express approval by the property owner and the Construction Engineer. If pruning is not recommended or not allowed to the specific height necessary for standard equipment, the Contractor shall be required to come up with alternatives as necessary to complete the work.

## **METHOD OF MEASUREMENT**

Private tree pruning shall be measured by the inch diameter of the pruned limbs.

## **BASIS OF PAYMENT**

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

## **BID ITEM 90017 – TEMPORARY CROSSWALK ACCESS**

### **DESCRIPTION**

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Depending on the contractor selected location of the temporary crosswalk, installation of a temporary ramp may be required to meet ADA guidelines and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

### **MATERIALS**

Furnish a hard temporary surface material consisting of asphaltic surface or any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material and rubber matting is not acceptable.

Any temporary crossings servicing the intersection of Green Avenue and Knutson Drive shall either be on existing pavement or constructed with temporary concrete or asphalt; rubber mat or steel plates will not be acceptable materials for crossings at these locations. The temporary crossings shall be lined with construction fence and construction barrels on both sides of the crossing within the right-of-way. Place temporary pedestrian signing on barrels so pedestrians can identify the crosswalk location. Construction fence shall be paid separately. Construction barrels and temporary signs shall be included with this item.

### **CONSTRUCTION**

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 ft. and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

Depending on the selected location for the temporary crosswalk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item.

#### **METHOD OF MEASUREMENT**

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

#### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

#### **BID ITEM 90018 – BARK MULCH**

##### **DESCRIPTION**

This work shall consist of furnishing and installing bark mulch as shown on the plans and details, and as herein provided.

##### **MATERIALS**

Provide shredded hardwood mulch that is a natural brown color and is free of any chemically treated wood or other deleterious substances. Bark mulch shall be shredded finely to be free of any pieces larger than 4 inches.

##### **CONSTRUCTION**

Place bark mulch at the locations and to the depths indicated on the plans and details. Rake mulch such that it is even and does not bury any existing landscaping that is to remain. Ensure that mulch won't overtop or be washed out from within the planter bed.

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

Bark Mulch shall be measured by the Square Yard, lightly compacted, and accepted in place.

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

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

#### **BID ITEM 90019 – REMOVE, SALVAGE, AND REINSTALL LANDSCAPING SOIL**

##### **DESCRIPTION**

This bid item includes all work, equipment, and incidentals necessary to Remove, Salvage, and Reinstall Landscaping Soil along 301 Knutson Drive. The property owner has improved the soil within the existing landscaping bed as shown in the plans. The Contractor shall coordinate with the property owner Mary Pelzer, marypelz@sbcglobal.net prior to any excavation along her property. The property owner wants the Contractor to remove, salvage, and reinstall landscaping soil they have installed in their landscaping bed prior to grading operations along their property. The Contractor shall discuss the removal area, depth, storage area, and reinstallation of the soil material with the property owner. After the soil is reinstalled, The Contractor shall not restore the area behind the sidewalk with topsoil, erosion mat, or

seed. The Contractor shall Remove, Salvage, and Reinstall Landscaping Soil in accordance with Article 201 of the City of Madison Standard Specifications.

#### **METHOD OF MEASUREMENT**

Remove, Salvage, and Reinstall Landscaping Soil shall be measured as a Cubic Yards.

#### **BASIS OF PAYMENT**

Remove, Salvage, and Reinstall Landscaping Soil, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

#### **BID ITEM 90020 – REJECT TYPE ‘A’ MOUNTABLE CONCRETE CURB & GUTTER**

#### **DESCRIPTION**

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct Reject Type ‘A’ Mountable Concrete Curb and Gutter as shown on the plans. All work shall be performed per Part III of the City of Madison Standard Specifications.

#### **METHOD OF MEASUREMENT**

Reject Type ‘A’ Mountable Concrete Curb and Gutter shall be measured by the linear foot along the face of curb installed and accepted.

#### **BASIS OF PAYMENT**

Reject Type ‘A’ Mountable Concrete Curb and Gutter, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

#### **BID ITEM 90021 – REJECT REINFORCED 2 INCH CURB HEAD TYPE ‘A’ CONCRETE CURB & GUTTER**

#### **DESCRIPTION**

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct Reject Reinforced 2 Inch Curb Head Type ‘A’ Concrete Curb and Gutter as shown on the plans. All work shall be performed per Part III of the City of Madison Standard Specifications.

#### **METHOD OF MEASUREMENT**

Reject Reinforced 2 Inch Curb Head Type ‘A’ Concrete Curb and Gutter shall be measured by the linear foot along the face of curb installed and accepted.

#### **BASIS OF PAYMENT**

Reject Reinforced 2 Inch Curb Head Type ‘A’ Concrete Curb and Gutter, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

## **BID ITEM 90022 – RADIAL DETECTABLE WARNING FIELD**

### **DESCRIPTION**

Work under this item shall include furnishing all materials, incidentals, equipment, and labor required to complete the installation of Radial Detectable Warning Field as shown in the plans.

All work under this shall be completed in accordance with the Wisconsin Department of Transportation Facilities Development Manual Specifications (10.2.6) and Standard Detail Drawings (SDD 08D05-f) for Radial Detectable Warning Field.

### **MATERIALS**

This item includes all materials, incidentals, and labor required to complete the work as described above and as shown in the plans.

### **METHOD OF MEASUREMENT**

Radial Detectable Warning Field shall be measured per square foot of warning plates installed as described above.

### **BASIS OF PAYMENT**

Radial Detectable Warning Field shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

## **BID ITEM 90023 – PROJECT INFORMATION SIGN (4' x 6')**

### **DESCRIPTION**

Work under this item shall include the furnishing and installation of project information signs as shown on the sign detail. The background of the sign shall be orange, the message shall be black, and the border shall be black. The lettering series shall be C. The sign may be plastic or metal. The signs shall be attached to Type III barricades and placed at either end of the project for the duration of the project. The signs shall be located at the intersection of Knutson Drive and Northport Drive and Knutson Drive and Green Avenue intersections. See plans for sign detail.

### **METHOD OF MEASUREMENT**

Project Information Sign shall be measured by Each 4 foot x 6 foot sign, acceptably installed.

### **BASIS OF PAYMENT**

Project Information Sign, as measured above, will be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

## **BID ITEM 90024 – COLORED 9 INCH CONCRETE PAVEMENT**

### **DESCRIPTION**

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct Colored 9 Inch Concrete Pavement as shown on the plans. All work shall be performed per Part IV and III of the City of Madison Standard Specifications.

## **MATERIALS**

The Color shall either be BASF Natural Bark (MC5002) or an approved equal.

## **METHOD OF MEASUREMENT**

Colored 9 Inch Concrete Pavement shall be measured by the square yard for the specified thickness installed and accepted.

## **BASIS OF PAYMENT**

Colored 9 Inch Concrete Pavement, as measured above, will be full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, curing, and incidentals necessary to complete the work as provided in the description.

## **BID ITEM 90025 – RELOCATE WATER LATERAL SERVICE (UNDISTRUBUTED)**

### **DESCRIPTION**

This work shall include, but not be limited to, installation of vertical offsets to go beneath the proposed sewer utilities, or horizontal offsets to go around the proposed sewer utilities. The lengths of pipe to be relocated shall be limited to the immediate crossing of the proposed sewer utilities. Any new piping shall appropriately match the existing size of the water services being offset. Prior to construction, all ULOs and any necessary redesigns shall be completed in order to avoid potential conflicts.

All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition.

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

Relocate Water Lateral Service is an undistributed amount to be used at the direction of the Construction Engineer.

### **METHOD OF MEASUREMENT**

Relocate Water Lateral Service shall be measured per each specific instance as identified in the field.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90026 – RELOCATE 8 INCH WATERMAIN (UNDISTRIBUTED)**

### **DESCRIPTION**

This work shall include, but not be limited to, installation of vertical offsets to go beneath the proposed sewer utilities, or horizontal offsets to go around the proposed sewer utilities. The lengths of pipe to be relocated shall be limited to the immediate crossing of the proposed sewer utilities. Install new joints, piping to match the existing water main size, valves and any other materials necessary to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts.

All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition.

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

Relocate 8 Inch Watermain is an undistributed amount to be used at the direction of the Construction Engineer.

#### **METHOD OF MEASUREMENT**

Relocate 8 Inch Watermain shall be measured per each specific instance as identified in the field.

#### **BASIS OF PAYMENT**

Relocate 8 Inch Watermain shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

#### **BID ITEM 90027 – RELOCATE 10 INCH WATERMAIN (UNDISTRIBUTED)**

#### **DESCRIPTION**

This work shall include, but not be limited to, installation of vertical offsets to go beneath the proposed sewer utilities, or horizontal offsets to go around the proposed sewer utilities. The lengths of pipe to be relocated shall be limited to the immediate crossing of the proposed sewer utilities. Install new joints, piping to match the existing water main size, valves and any other materials necessary to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts.

All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition.

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

Relocate 10 Inch Watermain is an undistributed amount to be used at the direction of the Construction Engineer.

#### **METHOD OF MEASUREMENT**

Relocate 10 Inch Watermain shall be measured per each specific instance as identified in the field.

#### **BASIS OF PAYMENT**

Relocate 10 Inch Watermain shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment, and incidentals necessary to complete the work.

## **BID ITEM 90028 – BIORETENTION**

### **DESCRIPTION**

Work under this item shall include: all work (including but not limited to: excavation, removal, and disposal of existing material, provision and placement of engineered material) and materials (including but not limited to castings, pipes, clean out with sweep and screw cap, engineered fill and mulch), labor, and incidentals required to construct the bioretention system meeting the sizes, locations, specifications, and detail drawings contained in this document and in the plan set.

The Contractor shall review the detail drawings for each system in detail. The size of each bioretention is specific as is the means of providing stormwater to the system. This item does not include planting of the bioretention systems. Planting will be completed by others during the planting window following construction.

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

Specifically included are the following:

#### **211.2 Materials.**

The provisions of all materials necessary for the complete construction of the rain garden shall be included in the bid price.

##### **211.2(a) Engineered Soil**

The soil mixture shall consist of a mixture of sand and compost. The mix shall be designed to approximate the following percentages, by volume. The mix shall be free of rocks, stumps, roots, brush or other material over 1 inch in diameter. No other materials shall be mixed with the planting soil that may be harmful to plant growth or prove a hindrance to planting or maintenance.

Engineered Soil Component % Composition by Volume

Sand 70-85%

Compost 15-30%

##### **211.2(a)(1) Sand**

The sand used in the engineered soil mix shall meet the following gradation requirements:

1. Crushed & screened sandstone
2. 100% passing a #4 sieve
3. Maximum of 5% passing a #200 sieve

##### **211.2(a)(2) Compost**

The compost component shall meet the following requirements:

1. Particle Size – 98% of the compost shall pass through a 0.75-inch screen.
2. Physical Contaminants – Less than 1% combined glass, metal and plastic.
3. Organic Matter/Ash Content – At least 40% organic matter; less than 60% ash content.
4. Carbon to Nitrogen Ratio – 10-20:1 C:N ratio.
5. pH – Between 6 and 8.
6. Soluble Salts – Electrical conductivity below 10 dS m<sup>-1</sup> (mmhos cm<sup>-1</sup>)
7. Moisture Content – Between 35% and 50% by weight.
8. Maturity – The compost shall be resistant to further decomposition and free of compounds, such as ammonia and organic acids, in concentrations toxic to plant growth.
9. Residual Seeds & Pathogens – Pathogens and noxious seeds shall be minimized.
10. Pathogens – The compost shall meet the Class A requirements for pathogens as specified in

s. NR 204.07(6)(a), Wis. Adm. Code.

11. Other Chemical Contaminants – The compost shall meet the high-quality pollutant concentrations as specified in s. NR 204.07(5)(c), Wis. Adm. Code.

**211.2(a)(3) 3-Inch Clear Stone.**

Clear Stone shall conform to gradation no. 1, as specified in Section 401.1(b) – Materials.

**211.2(a)(4) Planting Mix Topsoil.**

Planting Mix topsoil shall conform to 202.2(f). Planting Mix Topsoil and shall be placed 6 Inch deep alongside slopes of the bioretention as indicated on Standard Detail Drawing 2.13

**211.2(a)(5) Geotextile Fabric**

Geotextile Fabric separating Clear Stone from Engineered Soil shall be Type SAS Non-Woven Geotextile Fabric, in accordance with Sections 612 of the latest edition of the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation.

**211.2(a)(6) Concrete Flume**

Concrete Flume shall comply with Article 301 – Concrete and Concrete Materials

**504.2(q) Drilled Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings**

Drilled 8 Inch PVC Underdrain per standard detail drawing 5.7.47.

**8" SCH 35 SWEEP AND CLEANOUT**

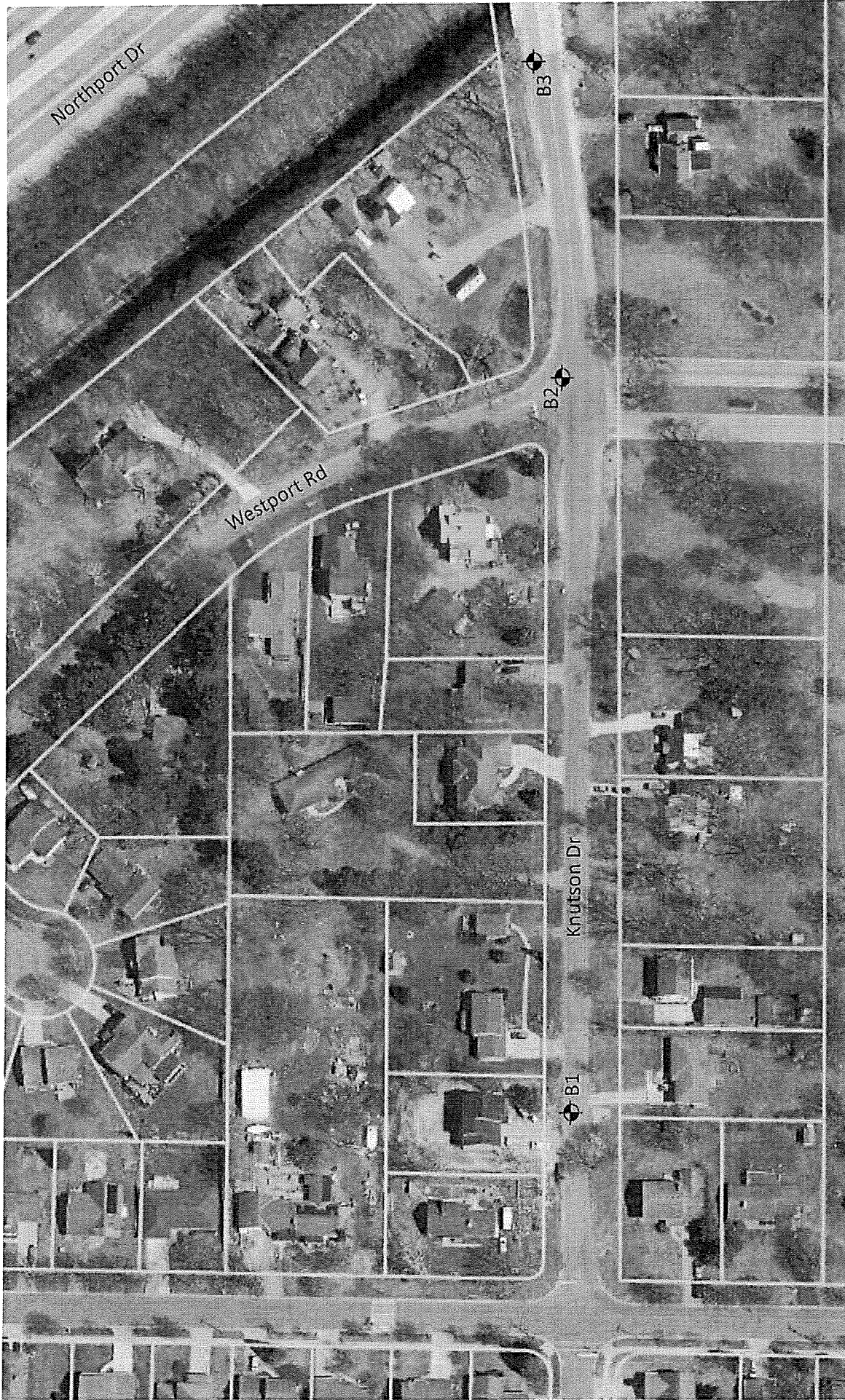
This work shall consist of providing and installing an 8" diameter schedule 35 PVC cleanout with long radius sweep finished with an 8" screw cap with square nut. The sweep riser shall be cut so the square nut of the screw cap is cut flush with the surface grade.

**METHOD OF MEASUREMENT**


Bioretention System shall be measured per S.F. completed in the field.

**BASIS OF PAYMENT**

Bioretention System shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above.



**Legend**

 Denotes Boring Location

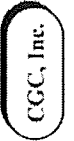
**Notes**

1. Soil borings performed by America's Drilling Co. in December 2022 and January 2023
2. Boring locations are approximate



Scale: Reduced

Date:	12/2022
Job No.	C22051-23



Soil Boring Location Map  
Knutson Drive  
Madison, WI






# LOG OF TEST BORING

Project Knutson Drive  
200'E of Green, 8'S of Centerline  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) 902±  
 Job No. C22051-23  
 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.	Pen E	Rec (in.)	Moist	N			Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
							4 in. Asphalt Pavement/7 in. Base Course					
1		18	M	8			Stiff, Brown Lean CLAY. Trace to Little Sand (CL)	(1.75)				
2		14	M	7			Becoming sandy with depth	(1.25)				
					5		White/Tan Highly Weathered Sandstone Bedrock					
3		18	M	19								
4		14	M	11								
					10							
5		16	M	12								
6		14	M	14								
					15	End of Boring at 15 ft						
						Backfilled with Bentonite Chips and Asphalt Patch						
					20							

WATER LEVEL OBSERVATIONS						GENERAL NOTES			
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling			Start	1/3/23	End	1/3/23
Time After Drilling						Driller	ADC	Chief	KD
Depth to Water						Rig	CME-55	Logger	DB
Depth to Cave in						Editor	ESF	Drill Method	2.25" HSA; Autohammer
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



## LOG OF TEST BORING

Project Knutson Drive  
30'E of Westport, 25'N of Centerline  
Location Madison, Wisconsin

Boring No. 2  
Surface Elevation (ft) 931±  
Job No. C22051-23  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						3 in. Asphalt Pavement/2 in. Base Course/5 in. Recycled Asphalt					
1		18	M	19*		Stiff to Very Stiff, Brown Lean CLAY, Trace to Little Sand (CL)	(2.0)				
2		18	M	5			(1.25)				
					5	Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3		9	M	56/9"		White/Tan Weathered to Competent Sandstone Bedrock					
4		3	M	50/3"							
					10						
5		2	M	50/3"							
					15						
						End of Boring at 15 ft					
						Backfilled with Bentonite Chips and Asphalt Patch					
						*Sample 1 partially frozen					
					20						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 12/30/22 End 12/30/22  
Driller ADC Chief KD Rig CME-55  
Logger CR Editor ESF  
Drill Method 2.25" HSA; Autohammer

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



# LOG OF TEST BORING

Project Knutson Drive  
250'E of Westport, 10'N of Centerline  
 Location Madison, Wisconsin

Boring No. 3  
 Surface Elevation (ft) 929±  
 Job No. C22051-23  
 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.	TIME (min)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LOI
					3 in. Asphalt Pavement/4 in. Base Course					
1		16	M	29*	Very Stiff to Stiff, Brown Lean CLAY, Trace to Little Silt (CL)	(2.0)				
2		18	M	11		(1.5)				
3		14	M	12	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4		8	M	76/9"	White/Tan Weathered to Competent Sandstone Bedrock					
5		12	M	73						
6		10	M	85/11"						
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					
					*Sample 1 partially frozen					

## WATER LEVEL OBSERVATIONS

## GENERAL NOTES


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

Start 1/3/23 End 1/3/23  
 Driller ADC Chief KD Rig CME-55  
 Logger DB Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



**Legend**

 Denotes Boring Location

**Notes**

1. Soil borings performed by America's Drilling Co. in February 2024
2. Boring locations are approximate



Scale: Reduced

CGC, Inc.	
Date: 2/2024	Soil Boring Location Map Knutson Drive Additional Borings Madison, WI
Job No. C23051-33	



# LOG OF TEST BORING

Project Knutson Drive  
100'E of Brown, 9'S of Centerline  
Location Madison, WI

Boring No. 4  
Surface Elevation (ft) 884±  
Job No. C23051-33  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL	LOI
						4 in. Asphalt Pavement/5.5 in. Base Course					
1		8	M	30		FILL: Medium Dense to Dense Sand with Silt, Gravel and Clay					
2		8	M	12		Very Stiff, Brown Lean CLAY, Some Sand, Trace Gravel (CL)	(3.75)				
3		12	M	3		Very Loose, Brown Fine SAND, Little to Some Silt and Gravel, Trace Clay (SP-SM/SM)					
4		14	M	26		Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
5		12	M	23							
6		10	M	26							
End of Boring at 15 ft											
Backfilled with Bentonite Chips and Asphalt Patch											
WATER LEVEL OBSERVATIONS						GENERAL NOTES					
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling _____						Start <u>2/1/24</u> End <u>2/1/24</u>					
Time After Drilling _____						Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u>					
Depth to Water _____						Logger <u>DB</u> Editor <u>ESF</u>					
Depth to Cave in _____						Drill Method <u>2.25" HSA; Autohammer</u>					
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.											





**CGC Inc.**

# LOG OF TEST BORING

Project Knutson Drive  
205'W of Brown, 10'S of Centerline  
 Location Madison, WI

Boring No. 5  
 Surface Elevation (ft) 873±  
 Job No. C23051-33  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						 4 in. Asphalt Pavement/6 in. Base Course					
1		10	M	27		 Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
2		12	M	29							
					5	 Weathered to Competent, Brown Dolomitic Limestone Bedrock  Hard Drilling Beginning at 7.5 ft					
3		12	M	29							
4		5	M	33/8"		 End of Boring at 9.5 ft Due to Auger Refusal on Competent Bedrock  Backfilled with Soil Cuttings and Asphalt Patch					
					10						

## WATER LEVEL OBSERVATIONS

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

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

## GENERAL NOTES

Start 2/1/24 End 2/1/24  
 Driller ADC Chief KD Rig CME-55  
 Logger DB Editor ESF  
 Drill Method 2.25" HSA; Autohammer



# LOG OF TEST BORING

Project Knutson Drive  
40'NE of Heffernan, 10'SE of Centerline  
Location Madison, WI

Boring No. 6  
Surface Elevation (ft) 868±  
Job No. C23051-33  
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						4 in. Asphalt Pavement/5 in. Base Course					
1		12	M	28		FILL: Medium Dense Brown Sand with Silt and Gravel					
2		10	M	7		Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM - Possible Fill)					
3		6	M	28		Medium Dense to Dense, Brown SAND and GRAVEL, Some Silt, Scattered Cobbles and Boulders (SM/GM - Possible Weathered Limestone)					
4		8	M	44							
						Weathered to Competent, Greenish-Brown Sandstone Bedrock					
5		12	M	72/ 11"							
						End of Boring at 15 ft					
						Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<u>∇</u>	<u>NW</u>	Upon Completion of Drilling		Start	<u>2/1/24</u>	End	<u>2/1/24</u>		
Time After Drilling					Driller	<u>ADC</u>	Chief	<u>KD</u>	Rig	<u>CME-55</u>
Depth to Water					Logger	<u>DB</u>	Editor	<u>ESF</u>		
Depth to Cave in					Drill Method	<u>2.25" HSA; Autohammer</u>				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										

**WisDOT Temporary Authorization Permit (non-utility) for work on WisDOT RR  
ROW**

Required submittals:

1. Applicant information:

Project Applicant:

c/o:

address:

phone:

Email:

Project Location: \_\_\_\_\_ County, Wisconsin

Subdivision/Milepost:

Effective Date(s): \_\_\_\_\_ to \_\_\_\_\_

2. Brief Project Description discussing the proposed work (include methods, chemicals and / or equipment that will be used within the RR - ROW)

3. Simple plan view (and profile if applicable) of proposed work

4. Project location map (with job limits indicated – this might also include plan view)

5. A certificate of general liability insurance\* that includes the following:

a. Project Location must be identified on the certificate

b. Minimum limits

- Coverage A, bodily injury liability and property damage liability; \$2 million per occurrence.
- Coverage B, physical damage to property liability; \$2 million per occurrence.
- An annual aggregate amount of \$6 million that shall apply separately to each policy, renewal, or extension.

c. Additional insured

- Wisconsin Dept. of Transportation – 4822 Madison Yards Way, Madison, WI 53707 (rail corridor (land only) owner)
- Wisconsin River Rail Transit Commission - 20 S. Court Street P.O. Box 262 Platteville, WI 53818 (rail infrastructure owner)
- Chicago and North Western Railroad L.L.C. – 1890 E. Johnson Street Madison, WI 53704-4745 (operating railroad)
- Watco Transportation Services, L.L.C. - 315 W. 3rd. St. Pittsburg, KS 66762 (parent company of operating railroad)

\*The insurance certification can be submitted after sending this application form, but WisDOT must have it prior to final execution of the permit. The certification can be emailed from the applicant or directly from carrier—send to: [dan.thyes@dot.wi.gov](mailto:dan.thyes@dot.wi.gov)



**Application for Flagging Agreement**  
**Email: FlaggingApplication@watco.com**

I. CURRENT LICENSEE INFORMATION				
Licensee's complete legal name:				
DBA if applicable:				
Licensee contact name:				
Licensee legal physical address:				
City:		State:		Zip+4 (REQUIRED):
Entry type:	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Municipality <input type="checkbox"/> General Partnership <input type="checkbox"/> Other (Specify) _____			
State of incorporation/formation:				
Licensee email address:				Phone:
II. BILLING INFORMATION				
<input type="checkbox"/> Same as <b>ASSIGNEE CONTACT INFORMATION</b>				
Bill-to company				
Bill-to contact name:				
Bill-to physical address:				
City:		State:		Zip+4 (REQUIRED):
Bill-to email address:				Phone:
III. ENTRY LOCATION AND DETAILS				
Name of Railroad:				
Agreement Number:				
Address or Station physical address:			County:	
City:		State:		Milepost:
Nearest US DOT/AARR crossing number:		Latitude/Longitude:		
Scope of work:				
Number of working days:		Number of weekend or holiday days:		
Date(s) access requested:	Start Date:		Completion Date:	
Provide a copy of the preliminary work schedule				

IV. THIRD-PARTY CONTRACTOR INFORMATION				
Contractor company name:				
Contractor name:		Phone:		
Contractor address:				
City:	State:	Zip +4 (Required):		
Contractor email address:				
Scope of work:				
V. DEPARTMENT OF TRANSPORTATION PROJECT INFORMATION (If applicable)				
DOT agency:				
DOT project number:		DOT contract number:		
Project engineer name:		Phone:		
Project engineer email:				
Provide a copy of the executed DOT Agreement				
VI. FLAGGING FEE SCHEDULE				
The contractor(s) on site will be invoiced for flagging protection.				
Flagging weekday (standard 8-hour day):		<input type="checkbox"/> \$1,006		
Flagging weekends/holidays (standard 8-hour day):		<input type="checkbox"/> \$1,196		
Flagging weekday overtime (per hour after 8 hours):		<input type="checkbox"/> \$190		
Flagging weekend/holidays overtime (per hour after 8 hours):		<input type="checkbox"/> \$215		
Expedite fee: (Required if notice is less than 14 days prior to scheduled work)		<input type="checkbox"/> \$5,000		
<b>All fees are non-refundable and subject to change without notice.</b>				
VII. FLAGGING HOUR DETAILS				
Date:	Total Billable Hours:	Approver's Initials:		
Total Billable Hours Authorization				
Licensee/Contractor:		Date (MM/DD/YY):		
By signing, I verify the total hours are true and accurate to be invoiced for flagging protection provided by the Railroad.				

If, in the opinion of the Railroad, sufficient hazard is involved, the Railroad will supply a flagman with proper advanced notice; or if any work or activities require removal, replacement, modification, or locating of the track, bridges, signals, railroad wires or pipelines, roads, or the supply of the railroad engineering or supervision, the Licensee agrees that the full cost of such railroad services will be borne by the Licensee. The Federal Regulations mandate protection when a contractor and/or equipment have the potential to be working within 25 feet of the Railroad tracks. The contractor must contact the railroad a minimum of 14 days prior to schedule and receive approval to provide protection.

Before flagging is confirmed, the Licensee/Contractor will need to sign and return the flagging agreement and return all required electronic documentation requested per the agreement. The Railroad will not execute the agreement until the Licensee/Contractor has provided all required documentation. If the signed agreement, billing information, and documentation are not received within 30 days from the date of the initial request, this may result in the application being canceled.

☐ Please check if you have read and understand all fees are non-refundable.

_____ Signature of Licensee/Contractor	_____ Title	_____ Date
_____ Signature of Railroad	_____ Title	_____ Date

Please be sure to submit the most complete and accurate project proposal package to prevent delay or rejection. **Incomplete applications will be rejected immediately.** Please make a note of the agreement number assigned to your application for future reference.

To be complete, an application must include the following:

- ☐ A completed Application, emailed to [FlaggingApplication@watco.com](mailto:FlaggingApplication@watco.com)
- ☐ Payment detail for fee collection (**all fees are non-refundable**)
- ☐ Electronic file(s) of all required documentation
  - Preliminary Work Schedule
  - Executed License Agreement
  - Executed DOT Agreement (if applicable)

## SECTION E: BIDDERS ACKNOWLEDGEMENT

### KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8635

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Paris Construction LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

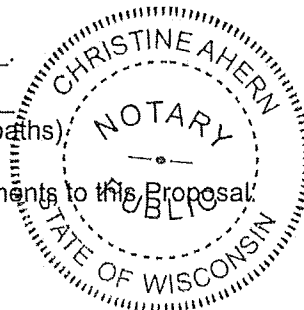
TITLE, IF ANY

Sworn and subscribed to before me this  
day of June, 2024

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 12/14/2026

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



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

### Best Value Contracting

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

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

☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

☐ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

☐ First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

☐ Contractor has been in business less than one year.

☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

☐ An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

☐ BRICKLAYER

☐ CARPENTER

☐ CEMENT MASON / CONCRETE FINISHER

☒ CEMENT MASON (HEAVY HIGHWAY)

☒ CONSTRUCTION CRAFT LABORER

☐ DATA COMMUNICATION INSTALLER

☐ ELECTRICIAN

☐ ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

☐ GLAZIER

☒ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

☐ INSULATION WORKER (HEAT and FROST)

☐ IRON WORKER

☐ IRON WORKER (ASSEMBLER, METAL BLDGS)

☐ PAINTER and DECORATOR

☐ PLASTERER

☐ PLUMBER

☐ RESIDENTIAL ELECTRICIAN

☐ ROOFER and WATER PROOFER

☐ SHEET METAL WORKER

☐ SPRINKLER FITTER

☐ STEAMFITTER

☐ STEAMFITTER (REFRIGERATION)

☐ STEAMFITTER (SERVICE)

☐ TAPER and FINISHER

☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

☐ TILE SETTER

KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024  
CONTRACT NO. 8635

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Parisi Construction LLC

Address: 508 S. Nine mound Rd Verona, WI 53593

Telephone Number: 608 848 5991 Fax Number: 608 848 5992

Contact Person/Title: Robert Endres, president

Prime Bidder Certification

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

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

Christine A  
Witness' Signature

RCE  
Bidder's Signature

6/18/2024  
Date



# **KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024**

CONTRACT NO. 8635

DATE: 6/13/24

**Parisi Construction, LLC**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$7,927.87	\$7,927.87
10721 - TRAFFIC CONTROL SIGNS - PORTABLE CHANGEABLE MESSAGE - DAYS	28.00	\$72.07	\$2,017.96
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS - EACH	10.00	\$166.28	\$1,662.80
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	100.00	\$16.63	\$1,663.00
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	100.00	\$16.63	\$1,663.00
10911 - MOBILIZATION - L.S.	1.00	\$171,000.00	\$171,000.00
20101 - EXCAVATION CUT - C.Y.	4900.00	\$22.21	\$108,829.00
20110 - TERRACE EXCAVATION FOR TREE PLANTING - C.Y.	500.00	\$70.00	\$35,000.00
20130 - UNDERDRAIN (UNDISTRIBUTED) - L.F.	300.00	\$19.31	\$5,793.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	900.00	\$2.68	\$2,412.00
20141 - GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED) - S.Y.	900.00	\$1.14	\$1,026.00
20204 - SELECT FILL (UNDISTRIBUTED) - TON	500.00	\$10.36	\$5,180.00
20217 - CLEAR STONE - TON	955.00	\$18.70	\$17,858.50
20219 - BREAKER RUN - TON	600.00	\$14.86	\$8,916.00
20221 - TOPSOIL - S.Y.	7000.00	\$6.86	\$48,020.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	400.00	\$2.32	\$928.00
20311 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	1.00	\$611.60	\$611.60
20313 - REMOVE INLET - EACH	1.00	\$610.07	\$610.07
20314 - REMOVE PIPE - L.F.	115.00	\$40.27	\$4,631.05
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	600.00	\$5.11	\$3,066.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	3150.00	\$1.95	\$6,142.50
20325 - REMOVE GUARD RAIL - L.F.	70.00	\$7.13	\$499.10
20402 - CLEARING - STA.	12.00	\$504.50	\$6,054.00
20407 - GRUBBING - STA.	12.00	\$360.36	\$4,324.32
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	6.00	\$517.32	\$3,103.92
20506 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$517.33	\$517.33
20701 - TERRACE SEEDING - S.Y.	7000.00	\$2.27	\$15,890.00
21002 - EROSION CONTROL INSPECTION - EACH	3.00	\$166.28	\$498.84
21011 - CONSTRUCTION ENTRANCE - EACH	3.00	\$166.28	\$498.84
21012 - STREET CONSTRUCTION STONE BERM - EACH	2.00	\$249.42	\$498.84
21013 - STREET SWEEPING - L.S.	1.00	\$4,988.38	\$4,988.38
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	20.00	\$166.28	\$3,325.60
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	16.00	\$308.88	\$4,942.08
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	32.00	\$102.96	\$3,294.72
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	16.00	\$102.96	\$1,647.36
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	7000.00	\$2.27	\$15,890.00
21110 - TERRACE RAIN GARDEN - SF	161.00	\$27.28	\$4,392.08
21301 - REMOVE AND REPLACE MAILBOX - EACH	12.00	\$166.28	\$1,995.36
21302 - CONSTRUCTION FENCE (PLASTIC) - L.F.	480.00	\$3.46	\$1,660.80
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	3000.00	\$23.50	\$70,500.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	280.00	\$40.00	\$11,200.00
30204 - TYPE 'D' CONCRETE CURB & GUTTER - L.F.	50.00	\$40.00	\$2,000.00
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	100.00	\$40.00	\$4,000.00
30302 - 5 INCH CONCRETE SIDEWALK - S.F.	18800.00	\$6.00	\$112,800.00
30304 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	6600.00	\$9.11	\$60,126.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	160.00	\$51.27	\$8,203.20
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	1900.00	\$19.11	\$36,309.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	2500.00	\$16.85	\$42,125.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	400.00	\$82.26	\$32,904.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	800.00	\$75.16	\$60,128.00
40205 - HMA PAVEMENT 4 MT 58-28 S - TON	500.00	\$81.34	\$40,670.00

**KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024**

CONTRACT NO. 8635

DATE: 6/13/24

**Parisi Construction, LLC**

Item	Quantity	Price	Extension
40218 - TACK COAT - GAL.	400.00	\$3.09	\$1,236.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	200.00	\$31.09	\$6,218.00
40301 - FULL WIDTH GRINDING - S.Y.	2700.00	\$3.19	\$8,613.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1271.00	\$0.01	\$12.71
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	808.00	\$62.55	\$50,540.40
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	452.00	\$77.85	\$35,188.20
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	45.00	\$118.94	\$5,352.30
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	774.00	\$99.15	\$76,742.10
50723 - 3'X3' STORM SAS - EACH	8.00	\$4,946.73	\$39,573.84
50741 - TYPE H INLET - EACH	10.00	\$3,855.37	\$38,553.70
50801 - UTILITY LINE OPENING (ULO) (UNDISTRIBUTED) - EACH	24.00	\$578.12	\$13,874.88
60800 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	250.00	\$4.53	\$1,132.50
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	250.00	\$3.91	\$977.50
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1000.00	\$10.04	\$10,040.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	115.00	\$16.99	\$1,953.85
70101 - FURNISH AND INSTALL STYROFOAM - EACH	10.00	\$221.02	\$2,210.20
70104 - ADJUST WATER VALVE BOX - EACH	13.00	\$503.64	\$6,547.32
90001 - STRUCTURE REPAINTING RECYCLED ABRASIVE P-13-748 - EACH	1.00	\$108,107.29	\$108,107.29
90002 - DISPOSAL OF WASTE MATERIAL - L.S.	1.00	\$7,721.95	\$7,721.95
90003 - NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS P-13-748 - EACH	1.00	\$88,545.02	\$88,545.02
90004 - PORTABLE DECONTAMINATION FACILITY - EACH	1.00	\$1,029.59	\$1,029.59
90005 - SIDEWALK COVER PLATE - L.F.	28.00	\$566.28	\$15,855.84
90006 - CONCRETE MASONRY BRIDGES - C.Y.	20.00	\$1,647.35	\$32,947.00
90007 - PROTECTIVE SURFACE TREATMENT - S.Y.	98.00	\$6.18	\$605.64
90008 - PROTECTIVE SURFACE TREATMENT RESEAL - S.Y.	110.00	\$15.44	\$1,698.40
90009 - ADHESIVE ANCHORS NO. 4 BAR - EACH	272.00	\$26.77	\$7,281.44
90010 - ADHESIVE ANCHORS NO. 5 BAR - EACH	32.00	\$29.86	\$955.52
90011 - BAR STEEL REINFORCEMENT HS COATED STRUCTURES - LB.	1050.00	\$5.15	\$5,407.50
90012 - CONCRETE PAVEMENT APPROACH SLAB - S.Y.	185.00	\$206.56	\$38,213.60
90013 - CONCRETE SURFACE REPAIR - S.F.	15.00	\$205.92	\$3,088.80
90014 - POLYMER OVERLAY - S.Y.	354.00	\$61.59	\$21,802.86
90015 - TEMPORARY MAILBOX, PROVIDE, INSTALL, AND MAINTAIN - EACH	12.00	\$83.14	\$997.68
90016 - PRIVATE TREE PRUNING (UNDISTRIBUTED) - STA.	12.00	\$51.48	\$617.76
90017 - TEMPORARY CROSSWALK ACCESS - EACH	1.00	\$514.28	\$514.28
90018 - BARK MULCH - S.Y.	100.00	\$13.13	\$1,313.00
90019 - REMOVE, SALVAGE, AND REINSTALL LANDSCAPING SOIL - C.Y.	20.00	\$50.00	\$1,000.00
90020 - REJECT TYPE 'A' MOUNTABLE CONCRETE CURB & GUTTER - L.F.	100.00	\$42.50	\$4,250.00
90021 - REJECT REINFORCED 2 INCH CURB HEAD TYPE 'A' CONCRETE CURB & GUTTER - L.F.	110.00	\$55.50	\$6,105.00
90022 - RADIAL DETECTABLE WARNING FIELD - S.F.	25.00	\$74.75	\$1,868.75
90023 - PROJECT INFORMATION SIGN (4' X 6') - EACH	2.00	\$360.36	\$720.72
90024 - COLORED 9 INCH CONCRETE PAVEMENT - S.Y.	40.00	\$132.74	\$5,309.60
90025 - RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED) - EACH	3.00	\$2,000.00	\$6,000.00
90026 - RELOCATE 8 INCH WATERMAIN (UNDISTRIBUTED) - EACH	3.00	\$3,000.00	\$9,000.00
90027 - RELOCATE 10 INCH WATERMAIN (UNDISTRIBUTED) - EACH	3.00	\$3,000.00	\$9,000.00
90028 - BIORETENTION - SF	481.00	\$20.44	\$9,831.64
96 Items	Totals		\$1,678,500.50



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

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

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

**Deputy City Engineer**  
Kathleen M. Cryan

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

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

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

## BIENNIAL BID BOND

Parisi Construction, LLC

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

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

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

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

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

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

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

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

**PRINCIPAL**

Parisi Construction, LLC  
COMPANY NAME

DATE

December 21, 2023

By:

SIGNATURE AND TITLE

SEAL

VERONA, WISCONSIN

Vice president

**SURETY**

Western Surety Company  
COMPANY NAME

AFFIX SEAL

DATE

December 19, 2023

By:

SIGNATURE AND TITLE  
Trudy A. Szalewski, Attorney-in-fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6502661 for the year 2024 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 19, 2023  
DATE

AGENT SIGNATURE

Trudy A. Szalewski

10700 W. Research Drive - #450  
ADDRESS

Milwaukee, WI 53226  
CITY, STATE AND ZIP CODE

414-225-5394  
TELEPHONE NUMBER

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2023.



WESTERN SURETY COMPANY

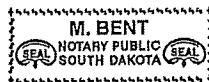
  
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of Dec 2023



WESTERN SURETY COMPANY

  
L. Nelson, Assistant Secretary

## SECTION H: AGREEMENT

THIS AGREEMENT made this 26 day of JULY in the year Two Thousand and Twenty- Four between **PARISI CONSTRUCTION, LLC** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on JULY 16, 2024, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

### **KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8635**

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED AND 50/100 (\$1,678,500.50)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
  1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

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

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


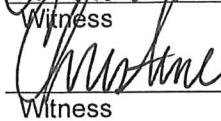
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

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

**KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024  
CONTRACT NO. 8635**

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

Countersigned:

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness  
Date

7/1/24

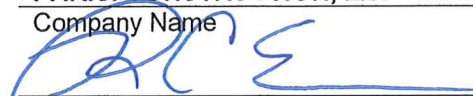
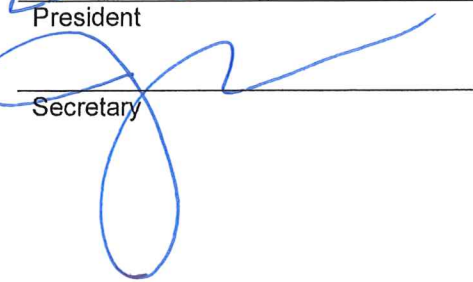
7/1/24

**PARISI CONSTRUCTION, LLC**

Company Name

President

Secretary

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary

7/1/24

7/1/24

CITY OF MADISON



Satya Rhodes-Conway, Mayor

07/26/2024

Date



Maribeth Witzel-Behl, City Clerk

07/24/2024

Date

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



David P. Schmiedicke, Finance Director

7/26/2024

Date

Approved as to form:



for Michael Haas, City Attorney

7/26/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00461, ID No. 84001, adopted by the Common Council of the City of Madison on July 16, 2024.

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we PARISI CONSTRUCTION, LLC as principal, and WESTERN SURETY COMPANY Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED AND 50/100 (\$1,678,500.50) 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:

**KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT - 2024  
CONTRACT NO. 8635**

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 17th day of July 2024

Countersigned:

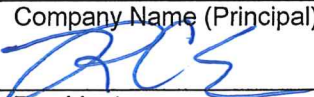


Witness

Secretary

PARISI CONSTRUCTION, LLC

Company Name (Principal)

  
President


WESTERN SURETY COMPANY

Surety

☒ Salary Employee

☐ Commission

By

  
Attorney-in-Fact

Trudy A. Szalewski

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6502661 for the year 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 17, 2024

Date

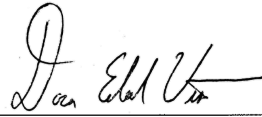
  
Agent Signature

Trudy A. Szalewski

The foregoing Bond has been approved as to form:

7/26/2024

Date

A handwritten signature in black ink, appearing to read "Don Elia", is written above a horizontal line.

for City Attorney

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of July, 2024



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### **Authorizing By-Laws and Resolutions**

## **ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”