

\$148,733.00

BID OF Parisi Construction, LLC

2026

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

South Charter Alley Assessment District - 2026

CONTRACT NO. 8809

PROJECT NO. 15486

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON Mar 10, 2026

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SOUTH CHARTER STREET ALLEY ASSESSMENT DISTRICT - 2026
CONTRACT NO. 8809**

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DOCUMENTS AVAILABLE ON BIDEXPRESS:
8809_Maps&Logs.pdf

This Proposal, and Agreement have
been prepared by:

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

 **FOR:**
James M. Wolfe, P.E., City Engineer

JMW: nj

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SOUTH CHARTER STREET ALLEY ASSESSMENT DISTRICT - 2026
CONTRACT NO.:	8809
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	2/5
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/5
BID SUBMISSION (2:00 P.M.)	2/12
BID OPEN (2:30 P.M.)	2/12
PUBLISHED IN WSJ	1/29 & 2/5

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.

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

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

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 Isaac Gabriel at (608) 267-1197, or Kyle Frank at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2026 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

In accordance with Section 39.02(9)(a)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). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

- 201 ☐ Asphalt Paving
205 ☐ Blasting
210 ☐ Boring/Pipe Jacking
215 ☐ Concrete Paving
220 ☐ Con. Sidewalk/Curb & Gutter/Misc. Flat Work
221 ☐ Concrete Bases and Other Concrete Work
222 ☐ Concrete Removal
225 ☐ Dredging
230 ☐ Fencing
235 ☐ Fiber Optic Cable/Conduit Installation
240 ☐ Grading and Earthwork
241 ☐ Horizontal Saw Cutting of Sidewalk
242 ☐ Hydro Excavating
243 ☐ Infrared Seamless Patching
245 ☐ Landscaping, Maintenance
246 ☐ Ecological Restoration (Certification required, See Section III & provide a minimum of 3 references)
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, \$1,500,000 to \$10,000,000
426 ☐ General Building Construction, over \$10,000,000
428 ☐ Glass and/or Glazing
429 ☐ Hazardous Material Removal
430 ☐ Heating, Ventilating and Air Conditioning (HVAC)
433 ☐ Insulation - Thermal
435 ☐ Masonry/Tuck pointing

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

State of Wisconsin Certifications

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

State of Wisconsin Certifications (continued)

- 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.
- 9 ☐ Pesticide application (Certification for Commercial Applicator in the category of Right-of-Way (6.0) and possess a current license issued by the DATCP)
- 10 ☐ Other:

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. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

SOUTH CHARTER STREET ALLEY ASSESSMENT DISTRICT - 2026 CONTRACT NO. 8809

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 \$79,000 for a single trade contract; or equal to or greater than \$386,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but not be limited to, installation of storm sewer main and structures, excavation, base preparation, curb and gutter, driveway aprons, spot replacement of sidewalk, and asphalt pavement.

The reconstruction project limits for the work are the easterly portion of the S Charter Street Alley to S Charter Street. The project is approximately 220 ft. in length.

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

SECTION 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.

There is a private development project adjacent to the proposed scope of work within the western portion of the S Charter Street Alley. See the 1235 Regent Street project (City Project No. 14945, Contract No. 9391). The private project is anticipated to be complete by the start date of the public works project. Contact Russ Doman (608-46-8776, russ.doman@iconiccreates.com) to coordinate with the 1235 Regent Street project as needed.

Existing Items to Remain

The contractor shall use care around existing trees, plantings, fences, walls, steps, sidewalks, 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.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area. The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms. Construction Engineer shall have the final decision on schedule of all work.

SECTION 107.17 UTILITY COORDINATION

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.

MG&E Gas (underground), and MG&E Electric (overhead and underground) have facilities within the project limits.

MG&E Electric has overhead and underground facilities. There are no conflicts anticipated with the overhead electric facilities. There are conflicts with the underground electric facilities which will be relocated. The Contractor shall contact Matt Colvin, matt.colvin@mge.com to coordinate the work that may be required under this contract.

MG&E Gas is planning to relocate the gas meter on the south side of the building at 1201 Regent Street and adjust gas main as needed. The Contractor shall contact Matt Colvin, matt.colvin@mge.com to coordinate the work that may be required under this contract.

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

Traffic Lanes to maintain at all times. “Traffic lane” is defined as hard pavement, with a minimum 10’ lane width:

S Charter Street Alley:

- Alley way between S Charter Street and S Orchard Street
 - Contractor shall maintain access to all driveways and businesses at all times.
 - Access can come from either S Charter Street or S Orchard Street.
 - Access could also come off of driveways that attach through properties to the alley, but that access should only be used for that particular property.

S Charter Street:

- S. Charter Street (Regent Street to Bowen Court)
 - Contractor shall maintain a northbound and southbound lane of travel.
 - Contractor may remove parking as needed to facilitate.

S Orchard Street:

- S. Orchard Street (Regent Street to Bowen Court)
 - Contractor shall maintain a northbound and southbound lane of travel.
 - Contractor may remove parking as needed to facilitate.

Regent Street:

- All lanes on Regent Street to remain open at all times.

Metro Transit:

Metro Transit will maintain regular Routes along Regent Street. Maintain existing bus travel lane at all times.

If lane closures on Regent Street are needed, contractor must notify Metro Transit at least seven days in advance of starting street work or any changes to bus routes or relocations/closures of bus stops by emailing metronotice@cityofmadison.com. This advanced notice allows Metro Transit to publicize the route changes and post bus stop signs.

Portable, Changeable Message Signs (PCMS):

Contractor to place message boards 7 days prior to lane closures. Contractor to contact Traffic Engineer (Lukas Collins) for location and message.

When the contract provides that the street or portions thereof undergoing improvement will be closed to through traffic, the Contractor will not be responsible for maintenance of the detour, unless specified in the contract, that may be necessary on adjacent streets for the accommodation of through traffic. The Contractor shall at all times conduct the work in such a manner as to insure the least possible obstruction to local traffic serving abutting properties along the street being improved and to that end shall provide and maintain in reasonably passable conditions such temporary roads and temporary approaches as are deemed reasonable and practical by the Engineer.

When the contract provides for the maintenance of traffic over or along the street while undergoing improvements or reconstruction, the street shall be kept open to all traffic and the Contractor shall keep the portions of the street being used by public traffic in such condition that traffic will be reasonably and adequately accommodated. The Contractor shall provide and maintain in safe and adequate condition temporary approaches, crossings and intersections with roads and necessary driveways. The Contractor shall bear all of the expense of maintaining traffic over the section of street undergoing improvement and the construction and maintenance of such approaches, crossings, intersections and other features as may be necessary without direct compensation except as to those features of such work which are a part of planned, completed construction work.

During the life of the project the Contractor, at locations designated in the contract, shall provide means satisfactory to the Engineer for crossings for the traffic on intersecting streets in a manner which will not interrupt the flow of such traffic or be harmful to the improvement. Temporary bridges for pedestrians shall be provided as required by the plans or special provisions or as ordered by the Engineer over new pavement, sidewalks, trenches, etc., at street intersections.

During a suspension of work under the terms of the contract or authorized by the Engineer due to unfavorable weather or other conditions which are not the fault of the Contractor and which make such suspension advisable, the Contractor shall make passable and shall open to traffic such portions of the street under improvement and such temporary roadways or portions thereof as may be agreed upon between the Contractor and Engineer for temporary accommodation of necessary traffic during the period of suspension. During the period of suspension, the surface maintenance of the travel way of the temporary route or line of travel agreed upon shall be at the expense of the City. When work is resumed, the Contractor shall replace or renew any work or material lost or damaged because of such temporary use of the highway under improvement. The Contractor shall remove, when required, work or material used in the temporary maintenance thereof and shall complete the improvements in every respect as though its prosecution had been continuous and without interference except as may otherwise have been agreed upon by the Contractor and Engineer at the time arrangement was made for the temporary accommodation of necessary traffic during the anticipated period of suspension. Replacement of materials and additional work made necessary

because of the temporary use of the highway shall be paid for at contract unit prices or as Extra Work.

The contractor shall not restrict traffic during peak hours on streets with a functional classification of collector or arterial. Peak hours are defined as 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m. All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer (Lukas Collins), a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing nonpermanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Electronic message boards, arrow boards, temporary tape pavement markings and tubular markers shall be paid for as separate bid items.

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.

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.

Contractor shall notify the City of Madison Police Department, Fire Department, and Traffic Engineering 48 hours in advance of 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.

The Contractor may remove parking within the project limits as necessary to facilitate construction. 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 City of Madison Parking Utility (608-266-4761) or via email at parking@cityofmadison.com 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.

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

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

107.8 Notification When Closing Street

All Contractors shall give the Traffic Engineer (266-9625) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. If it is necessary that a detour be used during the life of the project, then the Traffic Engineer shall have at least ninety-six (96) hours notice. Saturdays, Sundays, and legal holidays shall not be included in the measuring of notice time. Further notice shall be given of any major change in project scheduling following the original notification.

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one workday), upon the Contractor's request.

In case of an emergency street closing, particularly on Saturday, Sunday or a legal holiday, then the Contractor shall notify individually, the Police Department, Fire Department and Traffic Engineer.

The Contractor shall not in any manner unnecessarily obstruct the streets or crossings and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

The Contractor shall not at any time close any street to the public except by express permission of the Traffic Engineer. When closing a street is provided for in the contract or when the character of the work as determined by the Engineer makes it necessary that a street or portion thereof be closed to traffic, the Contractor shall notify the Traffic Engineer at the earliest possible date so that arrangements may be made for closing the street and providing detours if possible.

107.9 Barricades, Warning Signs and Flagging

This work shall consist of furnishing, erecting and maintaining for the life of the contract, and removing at the completion of the work contemplated by the contract, traffic signs, pavement markings, barricades, lights and signals and shall include flagging and guidance of traffic. This work shall be done in accordance with the current edition of the Federal Highway Administration Part VI of the "Manual on Uniform Traffic Control Devices" (MUTCD), and the State of Wisconsin Supplementary and City of Madison Supplements. All requirements of the manual shall be a part of the contract as if attached thereto on each Public Works Project in the City of Madison. Sign sizes smaller than the standard sizes described in the manual and non-commercially manufactured signs shall not be used.

The Contractor will be held responsible for all damages to the work due to failure of barricades, signs, lights, flag persons and watchpersons to protect it and, whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at the Contractor's own cost and expense if, in the Engineer's opinion, such action is justified.

The Contractor shall be responsible for furnishing, erecting and maintaining those traffic control devices and facilities, as required above throughout the life of the contract, including periods of suspension, except that costs for maintaining such devices and facilities during periods of suspension not specified in the contract or the cause of which is beyond the control and without fault of the Contractor shall be paid for as Extra Work.

If, in the opinion of the Engineer, proper provisions are not provided and maintained in accordance with these Specifications, the Engineer may restrict construction operations affected by such defective signs, devices or markings until proper provisions are established and maintained, or the Engineer may take the necessary steps to place them in proper condition and may deduct the costs of such steps from monies due or to become due the Contractor.

Bid Item 10720 Traffic Control Sign – Portable Arrow Board

Description.

This special provision describes providing, erecting, maintaining, moving and removing arrow board as hereinafter provided.

Materials.

Provide arrow board conforming to MUTCD requirements. Furnish, service, maintain, repair or replace the arrow board as necessary. Arrow board remain the contractor's property.

Construction.

Place arrow board at the locations indicated on the plan, in the contract, or as directed by the engineer.

Method of Measurement.

Traffic Control Arrow Board will be measured by the day acceptably completed. The measured quantity will equal the number of calendar days the device is in use.

Basis of Payment.

Payment for Traffic Control Arrow Board is full compensation for providing, installing, moving, and removing portable, self-contained flashing arrow board, including auxiliary power source.

Bid Item 10721 Traffic Control Sign – Portable Changeable Message

Description.

This special provision describes furnishing, maintaining and installing portable changeable message sign as hereinafter provided.

Materials.

Furnish equipment that enables one person to transport and operate the sign easily without assistance.

Provide a complete Changeable Message Sign and trailer that is painted highway safety orange, except the sign case, which will be painted black.

Sign Case.

Provide a sign that is capable of displaying a minimum of three (3) lines of message text per message (frame). Each line shall consist of a minimum of eight (8) characters, equally spaced a minimum of three inches (3") and a maximum of four and one-half inches (4-1/2") apart. Characters shall be a minimum of seventeen inches (17") high and a minimum of eleven inches (11") wide and be legible from a minimum of 850 feet during both day and night conditions. The maximum sign width shall be eleven feet six inches (11'-6"). Provide a sign display that consists of either a continuous matrix of pixels or individual character modules consisting of smaller matrices of pixels. Each matrix forming a character shall consist of a minimum thirty-five (35) pixels in a five (5) horizontal pixel by seven (7) vertical pixel arrangement. Each pixel shall consist of a high-intensity LED cluster. The LED lamps shall run at a minimum voltage to provide extended life. Each pixel shall be either square in shape with a minimum of two-inch (2") sides or round in shape with a minimum two-inch (2") diameter. The driver board shall provide means for dimming. The entire sign shall complete a message change within 100 milliseconds.

Provide a sign housing that is weatherproof and is constructed of aluminum. The front face shall be covered with either a one-piece, clear, non-glare, lexan panel, or individual one-piece, clear, non-glare, lexan panels.

Power Source.

Provide a solar Changeable Message Sign that runs on a battery system using a solar charging system.

Provide solar cells that are capable of charging and maintaining the batteries at operational levels under all weather conditions experienced in Wisconsin. A switch shall be provided to disconnect the solar power supply for safety during maintenance.

Construction.

Install portable changeable message sign level at the locations indicated on the plan, in the contract, or as directed by the engineer.

Method of Measurement.

Portable Electronic Changeable Message Sign will be measured per each unit complete per day.

Any day in which changeable message sign is not working properly for more than six hours will result in one day being deducted from the quantity measured for payment.

Basis of Payment.

Payment will be for measured quantities at the contract unit price, which shall be full compensation for furnishing, maintaining, installing and/or relocating the complete unit; and for furnishing all labor, tools, equipment, services and incidentals necessary to complete the contract work.

Traffic Control shall be measured for payment as a single complete unit of work, acceptably performed. The contract price shall include furnishing all materials, labor, tools, equipment and incidentals necessary to perform the work; constructing, assembling, painting, hauling, erecting, re-erecting, maintaining and removing traffic signs, barricades and other control devices; furnishing, placing, maintaining and removing lights and signals, including the fuel or power therefor; supplying and performing all flagging and guidance services; furnishing, applying and removing pavement marking, unless otherwise provided; and all other work incidental to Traffic Control. The contract lump sum shall be payable to the Contractor in accordance with the following schedule:

1. When twenty-five (25) percent or more of the original contract amount is earned, fifty (50) percent of the amount bid for Traffic Control will be paid.
2. When seventy-five (75) percent or more of the original contract amount is earned, one hundred (100) percent of the amount bid for Traffic Control will be paid.

When the contract does not include a separate contract item for Traffic Control, then all the work herein before prescribed, required and performed will not be separately measured for payment, but will be considered incidental to other items in the contract.

SECTION 108.2 PERMITS

The City of Madison will obtain a City of Madison Erosion Control Permit.

The Contractor shall meet the conditions of the permit 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.

SECTION 109.2 PROSECUTION OF WORK

All work under this contract may begin as early as April 27, 2026. Once work begins, all work under this contract shall be completed within **FORTY (40) CALENDAR DAYS** or by **August 28, 2026**, **whichever is sooner.**

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. If the Contractor wishes to start work prior to this date, the Contractor shall notify the City Engineer in writing a minimum of three (3) weeks in advance of the preferred start date to determine if it is acceptable.

BID ITEM 20219 – BREAKER RUN

It is assumed that 50% of S Charter Street Alley 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) in the undercut areas which will be paid under the appropriate bid item(s).

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.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Erin Geter (egeter@cityofmadison.com or 608-266-4058).

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 103 feet of new storm sewer main. This includes installation of 12" circular diameter PVC C-900 storm sewer pipe.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered 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.

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 are completed, and approval of the design engineer has been received.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

BID ITEM 90001 – REMOVE BOLLARDS

DESCRIPTION

Work under this item shall include but not limited to all work, materials, equipment, and incidentals necessary to Remove Bollards. This work shall consist of removing bollards as shown in the plans.

METHOD OF MEASUREMENT

Remove Bollards shall be measured on a per unit basis acceptably removed.

BASIS OF PAYMENT

Remove Bollards shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 – EXCAVATION AND HAULING OF CONTAMINATED SOIL

A.1 General

Contaminated soil will be encountered during excavation. This special provision describes excavating, loading, and hauling of contaminated soil to the Waste Management (WM) Madison Prairie or Deer Track Park Landfills. The City shall be responsible for all waste profiling and will provide a profile number to accompany each load to the landfill. The facility will be specified at the time of hauling, with a preference toward Madison Prairie Landfill, based on the quoted tipping rate. **Tipping fees shall be paid for by the City of Madison.** The closest WDNR-licensed landfills and bioremediation facilities that can treat or dispose of this soil are:

Waste Management Madison Prairie Landfill
6002 Nelson Road
Sun Prairie, WI 53590
608.837.9031
Contact: Jess Gerek, 262.232.4714

Waste Management Deer Track Park Landfill
N6756 Waldmann Lane
Watertown, WI 53094
608.837.9031
Contact: Jess Gerek, 262.232.4714

Work shall be performed in accordance with standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil

A.2 Notice to the Contractor – Contaminated Soil Location(s)

Cinder or ash-contaminated soils will be encountered along the S Charter Street Alley. If contaminated soils—based on unusual odor, presence of cinders, staining, etc.—are encountered anywhere on the project, notify the Environmental Consultant and Engineer. For more information regarding environmental contamination within the project limits, contact:

Angela Wilcox-Hull
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
awilcox-hull@cityofmadison.com

A.3 Coordination

Coordinate work under this contract with the City of Madison Environment Consultant:

Angela Wilcox-Hull
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
awilcox-hull@cityofmadison.com

The role of the Environmental Consultant will be limited to:

1. Obtaining the necessary landfill profile if contamination is encountered.
2. Assisting with determining the location and limits of contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
3. Collecting additional soil samples for laboratory analysis as needed.
4. Coordinating response measures for unknown contamination encountered.
5. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three calendar days prior to commencement of excavation activities in the contaminated areas.

The environmental consultant will be responsible for obtaining the necessary landfill profile approval for contaminated soil. Do not transport materials offsite to a landfill for disposal without prior approval from the environmental consultant.

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, there is a potential of encountering material contaminated with hazardous materials or petroleum-related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

B (Vacant)

C Construction

Add the following to standard spec 205.3:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

The environmental consultant may periodically evaluate soil excavated from contaminated areas to determine if the soil will require offsite disposal. The environmental consultant or Project Inspector will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

Directly load and haul soils designated by the environmental consultant for offsite disposal to the DNR approved landfill. The specific facility—WM Deer Track Park Landfill or WM Madison Prairie Landfill—will be determined at the time of hauling based on the landfill's tipping rate, with a preference for the Madison Prairie Landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If contaminated soil must be stored overnight on site, it shall be placed on a plastic sheet and covered in plastic, or some other impermeable material.

Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

D Measurement and Payment

Excavation and Hauling of Contaminated Soil shall be measured in tons of waste, documented by the weight tickets generated by the selected landfill. **The landfill tipping fees will be paid for directly by the City of Madison.** Treatment of any dewatering required as noted in Section 502.1(c) below is included with the payment for Excavation and Hauling of Contaminated Soil.

SECTION 502.1(c) DEWATERING

Subsection 502.1(c) of the standard specifications is supplemented with the following:

This section describes dewatering the site during construction or working with the water on-site in a manner that allows the project to be constructed in accordance with the plans and specifications. This item includes the dewatering of groundwater, surface water runoff, and trench dewatering, both clean and potentially contaminated.

Given the anticipated depth of excavation, it is not expected that groundwater control is required. It is possible that some dewatering shall be required and if it is required it will be considered to be contaminated and shall be addressed in a manner consistent with this specification.

The contractor is responsible for all work, materials and equipment required to comply with permit conditions to dewater the site. At a minimum, pump water into a settling tank to settle solids prior to discharge into the storm sewer for clean water and into the designated sanitary sewer for potentially contaminated water.

Potentially contaminated zones of groundwater may be encountered beneath the S Charter St Alley. Conform with the requirements of Section 205 of the Standard Specifications, pertinent parts of the Wisconsin Administrative Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the construction plan set, and as supplemented herein. Comply with all permit requirements and applicable regulations and monitor the discharge volume of potentially contaminated water generated as necessary to meet the permit requirements.

Potentially contaminated water shall be discharged to the sanitary sewer. For the purposes of this project, suspended solids shall not be considered a type of contamination. Do not discharge contaminated groundwater without prior approval from the Environmental Consultant, a City of Madison discharge permit and an MMSD discharge permit.

Obtain a City of Madison Permit to Discharge to the Sanitary Sewer compliant with all local ordinances and state statutes. The permit will require that the Contractor monitor the volume of total water discharged into the sanitary sewer and will determine the necessary reporting frequency. The contact for obtaining this permit is:

Megan Eberhardt
City of Madison Engineering
608.266-6432
meberhardt@cityofmadison.com
Website with link to Sanitary Sewer Discharge Permit
PDF: <https://www.cityofmadison.com/engineering/permits/sanitary-sewer-discharge-permit>

The City's Environmental Consultant will be responsible for obtaining the necessary approvals from the Madison Metropolitan Sewerage District (MMSD) for disposal of potentially contaminated groundwater. This approval will be issued at the same time as the Permit to Discharge to the Sanitary Sewer. Submit a dewatering plan to the City of Madison for approval with the application for Permit to Discharge to the Sanitary Sewer.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer or the Environmental Consultant.

CONSTRUCTION

Pump water from the dewatering operations directly to a minimum 1,500-gallon holding tank to allow for settlement of large solids. Periodically pump clean water from the top of the settling tank into the storm sewer system. Periodically pump potentially contaminated water from the top of the settling tank into the approved sanitary sewer. Provide a meter to measure the volume of potentially contaminated water discharged to the sewer system.

Notify the Engineer at least three (3) days in advance of any proposed changes to the dewatering plan.

Any flooding or erosion damage caused by dewatering operations is the responsibility of the contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Erosion control shall be exercised at all times, including the placement of silt fences, sedimentation basins and any other devices necessary for proper control.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The contractor is responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations.



Legend

 Denotes boring location



Notes

1. Soil boring (B1 only) performed by ADC in December 2025
2. Boring location is approximate

Scale: Reduced

Date: 12/2025	CGC, Inc.	Soil Boring Location Map Orchard/Charter Alley Madison, WI
Job No. C25051-24		



LOG OF TEST BORING

Project Orchard/Charter Alley
210'E of Orchard, Near Centerline
Location Madison, WI

Boring No. 1
Surface Elevation (ft) 853±
Job No. C25051-24
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
						12± in. Base Course					
1		5	M	15		FILL: Grayish-Brown Sand and Gravel with Silt and Traces Clay and Topsoil to 3'					
2		5	M	3		Very Loose Dark Brown Sand with Gravel, Silt and Possible Cinders to 5'					
					5	Loose to Very Loose, Greenish-Brown Organic SILT (OL; Possible Fill)					
3		10	M	5		Loose, Dark Gray to Black Sedimentary to Fibrous PEAT (PT)					
4		14	M	7		Loose, Gray Organic Sandy SILT (OL)					
					10	Medium Dense, Light Brown Silty Fine SAND to Sandy SILT (SM/ML)					
5		12	M/W	11							
6		10	M/W	13							
					15	Blind Drilled to 20' for Ground Water Sampling					
						Less Silt with Depth					
					20	End of Boring at 20 ft					
						Backfilled with Bentonite Chips and Topped with Base Course					
					25						
WATER LEVEL OBSERVATIONS						GENERAL NOTES					
While Drilling <u>15.0'</u> Upon Completion of Drilling <u>20 Min.</u>						Start <u>12/12/25</u> End <u>12/12/25</u>					
Time After Drilling <u> </u>						Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u>					
Depth to Water <u> </u>						Logger <u>LD</u> Editor <u>ESF</u>					
Depth to Cave in <u> </u>						Drill Method <u>2.25" HSA; Autohammer</u>					
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.											

**SOUTH CHARTER STREET ALLEY ASSESSMENT DISTRICT - 2026
CONTRACT NO. 8809**

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 - 2026 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, Paris Construction LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

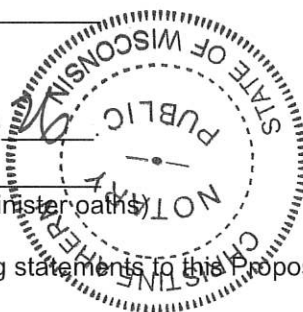
TITLE, IF ANY

Sworn and subscribed to before me this
21 day of January

(Notary Public or other officer authorized to administer oaths)

My Commission Expires

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

**SOUTH CHARTER STREET ALLEY ASSESSMENT DISTRICT - 2026
CONTRACT NO. 8809**

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 Allen
Witness' Signature
2/12/2026
Date

[Signature]
Bidder's Signature

SOUTH CHARTER STREET ALLEY ASSESSMENT DISTRICT - 2026

CONTRACT NO. 8809

DATE: 2/12/2026

**Parisi
Construction,
LLC**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,250.00	\$4,250.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	30.00	\$26.25	\$787.50
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	30.00	\$53.00	\$1,590.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	20.00	\$16.50	\$330.00
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	20.00	\$16.50	\$330.00
10911 - MOBILIZATION - L.S.	1.00	\$15,000.00	\$15,000.00
20101 - EXCAVATION CUT - C.Y.	200.00	\$60.00	\$12,000.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	150.00	\$4.75	\$712.50
20217 - CLEAR STONE - TON	250.00	\$23.50	\$5,875.00
20219 - BREAKER RUN - TON	80.00	\$25.00	\$2,000.00
20221 - TOPSOIL - S.Y.	30.00	\$10.00	\$300.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	100.00	\$10.25	\$1,025.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	24.00	\$15.00	\$360.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	450.00	\$3.00	\$1,350.00
20701 - TERRACE SEEDING - S.Y.	30.00	\$6.30	\$189.00
21002 - EROSION CONTROL INSPECTION - EACH	3.00	\$25.00	\$75.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$100.00	\$200.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$1,500.00	\$1,500.00
21017 - SILT SOCK (8 INCH) - COMPLETE (UNDISTRIBUTED) - L.F.	25.00	\$4.20	\$105.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL (UNDISTRIBUTED) - EACH	15.00	\$375.00	\$5,625.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN (UNDISTRIBUTED) - EACH	15.00	\$32.00	\$480.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE (UNDISTRIBUTED) - EACH	15.00	\$63.00	\$945.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	30.00	\$5.25	\$157.50
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	24.00	\$60.00	\$1,440.00
30210 - ALLEY GUTTER - L.F.	440.00	\$33.00	\$14,520.00
30212 - SIDEWALK CURB - L.F.	80.00	\$60.00	\$4,800.00
30302 - 5 INCH CONCRETE SIDEWALK - S.F.	100.00	\$13.00	\$1,300.00
30304 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	140.00	\$13.00	\$1,820.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	2.00	\$25.00	\$50.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	205.00	\$25.00	\$5,125.00
40103 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 3 - TON	20.00	\$25.00	\$500.00
40201 - HMA PAVEMENT 3 LT 28-28 S - TON	2.00	\$550.00	\$1,100.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	40.00	\$225.00	\$9,000.00
40218 - TACK COAT - GAL.	22.00	\$3.00	\$66.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	25.00	\$73.50	\$1,837.50
40301 - FULL WIDTH GRINDING - S.Y.	60.00	\$89.00	\$5,340.00
50202 - TYPE II DEWATERING - LUMP SUM	1.00	\$100.00	\$100.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	103.00	\$1.00	\$103.00
50443 - 12 INCH TYPE III STORM SEWER PIPE - L.F.	103.00	\$140.00	\$14,420.00

SOUTH CHARTER STREET ALLEY ASSESSMENT DISTRICT - 2026

CONTRACT NO. 8809

DATE: 2/12/2026

**Parisi
Construction,
LLC**

Item	Quantity	Price	Extension
50741 - TYPE H INLET - EACH	2.00	\$6,500.00	\$13,000.00
50792 - STORM SEWER TAP (UNDISTRIBUTED) - EACH	1.00	\$1,800.00	\$1,800.00
50801 - UTILITY LINE OPENING (UNDISTRIBUTED) - EACH	5.00	\$850.00	\$4,250.00
90001 - REMOVE BOLLARDS - EACH	3.00	\$325.00	\$975.00
90002 - EXCAVATION AND HAULING OF CONTAMINATED SOIL - TON	400.00	\$30.00	\$12,000.00
44 Items	Totals		\$148,733.00



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
www.cityofmadison.com/engineering

Assistant City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Architect
Amy Loewenstein Scanlon, AIA

Principal Engineer 2
Janet Schmidt, P.E.

Principal Engineer 1
Kyle Frank, P.E.
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, 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, 2026 through January 10, 2028.

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

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

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

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

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

PRINCIPAL

Parisi Construction, LLC
COMPANY NAME AFFIX SEAL DATE

By: [Signature]
SIGNATURE AND TITLE

president

1/5, 2026

SURETY

Western Surety Company
COMPANY NAME AFFIX SEAL DATE January 5, 2026

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

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6502661 for the year 2026 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 5, 2026
DATE

[Signature]
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.

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)
January 11, 2026 to January 10, 2028
NAME OF SURETY
Western Surety Company
NAME OF CONTRACTOR
Parisi Construction, LLC
CERTIFICATE HOLDER
City of Madison, Wisconsin

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

1/5/2026

DATE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Kelly Cody, Roxanne Jensen, 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 5th day of Jan, 2026.



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.”

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twenty Six 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 **Mar 10, 2026** 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:

South Charter Alley Assessment District - 2026 CONTRACT NO. 8809

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 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 HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED THIRTY THREE AND 0/100 (\$148,733.00)** 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 ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

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

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmation 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 or 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 Wisc. 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.

South Charter Alley Assessment District - 2026

CONTRACT NO. 8809

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:

Christine Chaw 3/2/26
Witness Date

Christine Ch 3/2/26
Witness Date

Parisi Construction, LLC

Company Name

[Signature] 3/2/26
President Date

[Signature] 3/2/26
Secretary Date

CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Lydia A. McComas, City Clerk

Date

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

David P Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES _____,
ID No. _____, adopted by the Common Council of the City of Madison on _____, 20____.

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 HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED THIRTY THREE AND 0/100 (\$148,733.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**South Charter Alley Assessment District - 2026
CONTRACT NO. 8809**

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 effort.

Signed and sealed this 11th day of March, 2026

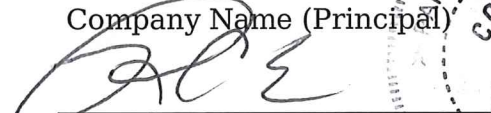
Countersigned:



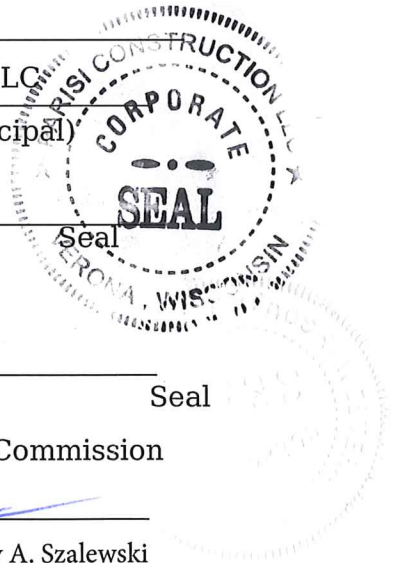
Witness

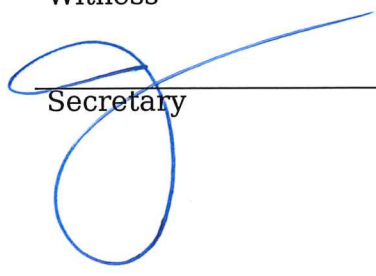
Parisi Construction, LLC

Company Name (Principal)



President





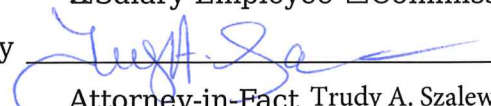
Secretary

Western Surety Company

Surety

Seal

☒ Salary Employee ☐ Commission

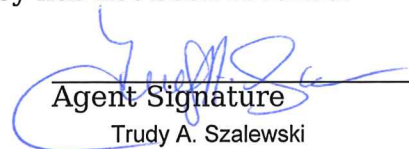
By 

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 2026, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 11, 2026

Date



Agent Signature

Trudy A. Szalewski

The foregoing Bond has been approved as to form:

Date _____

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, Individually

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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 25th day of February, 2026.



WESTERN SURETY COMPANY

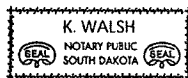
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of February, 2026, 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

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March 2026



WESTERN SURETY COMPANY

Paula Kolsrud, 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."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.