

\$470,502.70

BID OF PARISI CONSTRUCTION, LLC

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RENNEBOHM PARK SPRAYGROUND

CONTRACT NO. 9551

MUNIS NO. 15145-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 11, 2025

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**RENNEBOHM PARK SPRAYGROUND  
CONTRACT NO. 9551**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1

SECTION B: PROPOSAL SECTION.....B-1

SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1

SECTION D: SPECIAL PROVISIONS..... D-1

SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1

SECTION F: BEST VALUE CONTRACTING ..... F-1

SECTION G: BID BOND ..... G-1

SECTION H: AGREEMENT..... H-1

SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

ATTACHMENT A: PROJECT PLANS

ATTACHMENT B: ADDITIONAL SPECIAL PROVISIONS

This Proposal, and Agreement have  
been prepared by:

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

  
Eric M. Knepp, Parks Superintendent

EK: ak

## 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:	Rennebohm Park Sprayground
CONTRACT NO.:	9551
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	2/6/2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/6/2025
BID SUBMISSION (2:00 P.M.)	2/13/2025
BID OPEN (2:30 P.M.)	2/13/2025
PUBLISHED IN WSJ	1/23 & 1/30 & 2/6

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

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

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2025 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPANCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal  
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like

functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## **2.3 Certification of SBE by City of Madison**

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at <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](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise). Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

## **2.4 Small Business Enterprise Compliance Report**

### **2.4.1 Good Faith Efforts**

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

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

### **2.4.2 Reporting SBE Utilization and Good Faith Efforts**

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant

and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

**SECTION D: SPECIAL PROVISIONS  
RENNEBOHM PARK SPRAYGROUND  
CONTRACT NO. 9551**

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 \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

**ARTICLE 104 SCOPE OF WORK**

This contract consists of installation of a Sprayground at Rennebohm Park (115 N. Eau Claire Ave.). Work to include:

- Water service lateral and associated pavement patching
- Concrete paving (colored and standard)
- Plumbing from command center to spray features
- Spray feature installation
- Shade structure installation
- Site earthwork
- Site restoration

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

**SECTION 104.4: INCREASED OR DECREASED QUANTITIES**

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increased Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

**SECTION 105.1: AUTHORITY OF THE ENGINEER**

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

## **SECTION 105.9            SURVEYS, POINTS, AND INSTRUCTION**

The contractor shall be responsible for setting all lines and/or grades required to complete the work. Any questions regarding the layout and staking of this project should be directed to the Project Engineer Adam Kaniewski at (608) 261-4281.

## **SECTION 105.12            COOPERATION OF THE CONTRACTOR**

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction.

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

**The Contractor shall attend a pre-construction meeting prior to the start of construction. The City may determine that this meeting shall be held via remote conferencing and will provide a method to remote conference the preconstruction meeting if necessary.**

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

The Contractor will be allowed to store equipment and materials at the park property, as shown on the attached plans.

## **SECTION 105.13:            ORDER OF COMPLETION**

Prior to beginning construction, the Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all installation operations.

## **SECTION 108.2            PERMITS**

The following permits have been or will be applied for by the City and are anticipated to be received prior to the start of construction:

1. City of Madison Erosion Control Permit
2. City of Madison Stormwater Management Permit Application

The following permits are required to be obtained by the Contractor. The Contractor is responsible for all permit application fees.

1. City of Madison Application for Water Meter
2. City of Madison Plumbing Permit
3. City of Madison Excavation in the Right-of-Way Permit

The Contractor shall meet the conditions of all permits, which will be reviewed during the pre-construction meeting and must keep a copy of each individual permit on site at all times throughout construction.

The Contractor shall note that street sweeping shall be incidental to this contract and will not be paid as a separate bid item. The Contractor is responsible for cleaning any material tracked into street.

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these special provisions, or as directed by the Engineer or their designees.

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

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

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

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

The Contractor shall begin work on the Rennebohm Park Sprayground contract on or before April 9, 2025 and shall be completed by July 2, 2025.

#### **SECTION 110.1:      MEASUREMENT OF QUANTITIES**

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

See Attachment B for additional Special Provisions.

## ATTACHMENT B

### ADDITIONAL SPECIAL PROVISIONS

#### **Project Information**

This project is being funded by the City of Madison (Owner). All scope items and work listed below AND as required to complete the project shall be accounted for in the Contractors total bid price. Contractor shall minimize disturbance to the existing adjacent public spaces as much as possible. Public access will not be permitted during construction.

#### **Reference**

The work included in this project scope shall be completed in accordance with the plans. The scope items shall be described in the following section and executed according to the referenced standards. The latest edition of the "State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction" and City Standard Specifications shall serve as the referenced standard. Unless otherwise specified, the City standards shall prevail over WisDOT. Payment terms shall be per Special Provisions below.

#### **10911 – Mobilization**

Scope: This work shall include the cost of moving in equipment and supplies to the site, the establishment of necessary stockpiles and trailer, perimeter fencing around the edges of the project site, and moving the same off site. This item also includes any permitting, traffic control signage or monitoring, construction staking or layout required by the contractor.

Reference: Section 109.14 of the standard specifications.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

#### **20701 – Terrace Seeding**

#### **21011 – Construction Entrance**

#### **21017 – Silt Sock (8-Inch) – Complete**

#### **21041 – Inlet Protection, Type D – Complete**

#### **21071 – Erosion Matting, Class II, Type A – Organic**

#### **30207 – Type H Concrete Curb and Gutter**

#### **30302 – 5 Inch Concrete Sidewalk**

#### **30349 – Colored 5-Inch Concrete**

Scope: This work consists of furnishing and installing full depth integral colored concrete pavement including forming and finishing at locations designated on the Plans in accordance with the standard specifications.

Colors shall be from Solomon as specified below:

A – Marigold (#238)

Reference: Article 303 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per square foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

#### **40103 – Crushed Aggregate Basecourse Gradation No. 3 (3/4")**

##### **50441 – 8" Type III Storm Sewer Pipe**

Scope: This work describes furnishing and installing stormwater piping as shown on the plans.

Reference: Article 504 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per linear foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

##### **50792 –Storm Sewer Tap**

Scope: This work describes furnishing and installing the inlet connections and all fittings required to connect to existing stormwater structures as shown on the plans.

Reference: Article 507 of the standard specifications.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

##### **90000 – Furnish and Install 4" Water Service Lateral**

Scope: This work describes furnishing and installing the 4" water lateral service to the splashpad as shown on the plans. Valves and fittings shall be incidental to this item. The City Utility shall provide the water meter.

Reference: Part VII of the Standard Specifications.

Payment: This work will be measured and paid for at the contract unit price per linear foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

##### **90001 - Water Feature Equipment**

Scope: This work consists of furnishing the splashpad equipment (Vortex) as shown on the Plans and details including features, required mechanical systems, manifold, controller, and controller cabinet.

Reference:

Manufacturer Contact:

- Commercial Recreation Specialists, 1807 Liberty Dr. Suite 101, Verona WI, 877-896-8442, [brian@crs4rec.com](mailto:brian@crs4rec.com) or [cameron@crs4rec.com](mailto:cameron@crs4rec.com)
- or pre-approved equivalent.

The water feature equipment and control systems shall be by (Vortex) or approved equal for the project. The Contractor shall be responsible for receiving delivery, offloading, and all installation, tools, materials, etc as required to complete the installation of the products as outlined in the plans, details, and specifications. Work shall include but not be limited to all footings, plumbing, electrical, bonding required to provide a fully operating system as outlined. Any Contractor changes in the plumbing, concrete slab, and/or details shall be coordinated with the manufacturer and A/E. Contractor shall



confirm that all soil conditions meet a minimum of 2,500 PSF load bearing before stone compaction and concrete installation.

**Command Center & Cabinet:** The Command Center shall be a pre-fabricated water distribution system containing piping, valves and electrical wiring, housed in a powder-coated steel enclosure. They shall be factory assembled, water pressure tested, and shall be delivered from the Splashpad equipment manufacturer's facilities. They shall be equipped with threaded connections for the water inlet and slip-on for water outlets. The solenoid valves shall be pre-wired to the controller or to a junction box (when the controller is placed in a remote location). The installer shall provide the plumbing equipment required from the water source to the water inlet or backflow device and pressure regulator if so configured. The installer shall provide the plumbing equipment required from the water outlets to the Splashpad Play Products, as well as adequate drainage ball valves at the low point of each of the Play Product's water distribution lines (if applicable). Should the controller be located remotely, Vortex shall supply 10 feet of wire on the controller and 10 feet of wire on the junction box; if more than 20 feet of wire is required, the installer shall supply the rest of the electrical equipment. The grounding of the junction box shall be done by the installer.

**Water Distribution Manifolds:** Shall be constructed of 3 1/2" outside diameter stainless steel structural tubing with a power coat painted finish. Each water distribution port shall be a 1-1/2" NPT connection. The manifold shall be equipped with a pressure gauge and 1/2 inch (12 mm) hose bibb. All welded joints shall be watertight and pressure tested to 150 psi.

**Solenoid Valves:** There shall be one (1) solenoid valve installed on each of the water distribution ports for the Play Products. They shall be a normally closed 24 VAC 50/60 cycle solenoid actuated globe/angle pattern design. The valve pressure rating shall not be less than 150 psi. The valve body and bonnet shall be constructed of PVC with stainless steel fasteners. The valve shall have a manual override capability (manual open/close control). It shall house a fully encapsulated, one-piece solenoid. Each Solenoid valve shall have an integrated flow control adjustment valve stem for fine tuning of spray effects.

**Piping and Fittings:** All piping and fittings shall be at least schedule 40 PVC. All factory-assembled components, fitting and connections shall be water pressure tested prior to delivery.

**Electrical Enclosures, Conduit, Wiring and Connections:** All electrical wiring shall be # 18 AWG with a 600V rating. All electrical connections, enclosures, and conduit shall be Nema 4x watertight.

**FT MAESTRO™ Controller:** The Maestro Controller shall be sized according to the number of I/O it is required to control. The Maestro Controller shall be factory programmed with spray sequences designed according to the requirements of the project. It shall have the flexibility to user modify the sequences using either a transportable USB Key, with an internet connection or via the Touch screen user interface.

A 24hr/7day user programmable agenda, which shall allow the user to set the operational hours of the facility, shall be incorporated into the Maestro Controller. For any further details about user interface, please refer to the User Guide Manual provided by Vortex.

The operating system shall contain a 120V AC and 100VA to 350VA primary / 24 VAC secondary or 240V AC and 100VA to 350VA primary / 24 VAC secondary transformers with built-in electrostatic shield protection. Transformer's power capacity shall vary according to the Splashpad size.

The operating system shall also contain a universal input 85-264 VAC primary / 12 VDC and 12.5A secondary power supplies with built-in electrostatic shield protection.

The operating system shall be housed in a corrosion resistant NEMA 4X rated enclosure.

The operating system shall have the capacity to receive signals from activation devices, operating on 3 to 24VDC/VAC.

The operating systems shall have the ability to provide a 24VAC auxiliary signal. This signal can be used to trigger a relay for Pumps, Chemical, UV system, or any other item following electrical specification.

The operating system shall have the capacity to operate based on a programmed sequence or based on a randomly generated sequence. In random mode each touch of the activator will generate a new unique sequence.

The operating system shall have the ability to soft-start ramp up the Splashpad to minimize potential water hammer.

The operating system shall have the capacity to operate a Rain Diverter Valve with a 24V AC max 250mA signal to prevent rain water to go into the sewer network when the Splashpad is not in function.

The operating system shall have the ability to control fast acting valves supplied by 24V AC max 1.5A each. For this, reference 33907.X1XX has to be chosen.

The operating system shall have the ability to automatically purge all water lines based on the user selected time and duration (i.e. every day at 5 am). It shall also, be configured to purge all lines after a user defined period of inactivity (i.e. after 4 hours of inactivity).

The operating system shall be supplied with a 10" touch screen user interface with controls for each output, activation device(s), and agenda. These selector settings allow the user to select the operational mode of the components (i.e. Manual, Off and Automatic).

Remote connection: if remote connection ability is required, the operating system shall be connected to internet. If there is no way to make a hard connection to an existing network, then Vortex can provide a pre-set 5G Cellular Router (sold separately) for any 5G covered location.

With additional connectivity kit (44900.0007R01), Maestro Controller shall have the ability to be controlled remotely through internet thanks to a 5G Cellular router. To perform this type of connection the area where the Splashpad™ and Maestro controller needs to be covered by a local mobile phone network.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, and for all labor, equipment, and incidentals necessary to complete this item of work.

## **90002 – Shade Structures**

Scope: This work consists of furnishing and installing the shade structures as shown on the Plans. This item shall include pier footings.

Reference: Shade Structure: Shade Systems Single Post Umbrella with pier mounted column. Structure is 16' DIA with 9' eave. Model U1609PM. Final colors to be verified by owner prior to fabrication.

Manufacturer Contact:

Commercial Recreation Specialists, 1807 Liberty Dr. Suite 101, Verona WI, 877-896-8442,  
[brian@crs4rec.com](mailto:brian@crs4rec.com) or [cameron@crs4rec.com](mailto:cameron@crs4rec.com)

- or pre-approved equivalent.

Provide stamped Engineered Drawings for structure and footings.

Provide shop drawings and receive approval.

FOOTINGS: The structures shall be set on prepared footings sized as shown, anchor bolts to be provided by manufacturer. The manufacturers engineer shall review and confirm design footings to

the minimum values identified in IBC Table 1804.2 Allowable Foundation and Lateral Pressure. The contractor must use appropriate construction practices for the specific site conditions.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work. This shall also include stamped engineered drawings and calculations.

### **90003 – Tables**

Scope: This work consists of furnishing and installing the picnic tables as shown on the Plans.

Reference: Belson Round 3-Seat Coated Steel Pedestal Table, surface mount. Model TRDP463S-ES. Final colors to be verified by owner prior to fabrication.

Manufacturer Contact:

Belson Outdoors, [www.belson.com](http://www.belson.com), 1800-323-5664

- or pre-approved equivalent.

Provide shop drawings and receive approval.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

### **90004 – Demolition**

Scope: This work consists of removing and disposing of miscellaneous items at the locations designated on the Plans and where directed by the A/E. Items include but are not limited to saw cutting, clearing and grubbing, tree protection, curb and gutter removal, pavement removal, abandoning and removing utilities, and miscellaneous item removals. Full depth sawcuts shall be performed at all pavement removal limits.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

### **90005 – Colored 5-Inch Reinforced Concrete**

Scope: This work consists of furnishing and installing full depth integral colored concrete pavement including forming, reinforcing, and finishing at locations designated on the Plans in accordance with the standard specifications. All concrete within the splashpad and overspray zone and as indicated on plans and details shall be sealed with a non-slip coating such as Shark-Grip Slip Resistant Additive per manufacturers recommendations. A 2'x2' mock-up with brooming, each color, and sealant must be provided prior to installation for A/E review. Waste from mock-ups may be used for below grade footings.

Colors shall be from Solomon as specified below:

A – Marigold (#238)

B – Terra Cotta (#413)

Reference: Article 303 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per square foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

### **90006 – Mill & Overlay Asphalt Pavement**

Scope: This work describes constructing asphalt pavement and pavement patching in accordance with the details shown in the plans and as hereinafter provided.

Reference: Article 403 of the Standard Specifications.

Payment: This work will be measured and paid for at the contract unit price per ton. This shall include compensation for furnishing all materials, including preparing, sawing, hauling, mixing, placing, shaping, compacting, asphaltic materials and for all labor, equipment, tools and incidentals necessary to complete this item of work.

### **90007 – 3 Inch Storm Sewer Pipe**

Scope: This work describes furnishing and installing stormwater piping as shown on the plans.

Reference: Article 504 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per linear foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

### **90008 – 6 Inch Storm Sewer Pipe**

Scope: This work describes furnishing and installing stormwater piping as shown on the plans.

Reference: Article 504 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per linear foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

### **90009 – Storm Sewer Structure**

Scope: This work describes furnishing and installing the storm sewer yard drain and all fittings required as shown on the plans.

Reference: Article 504 of the standard specifications.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

### **90010 – 12 Inch Yard Inlet**

Scope: This work describes furnishing and installing the storm sewer yard drain and all fittings required as shown on the plans.

Reference: Article 507 of the standard specifications.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

### **90011 – 18 Inch Yard Inlet**

Scope: This work describes furnishing and installing the storm sewer yard drain and all fittings required as shown on the plans.

Reference: Article 504 of the standard specifications.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

#### **90012 – Water Service Connection and Fittings**

Scope: This work describes furnishing and installing the connection for the water lateral service to the splashpad, tapping into to the existing main, shut-off valve, valve box, tee, hydrant and valve with valve box, safe water sample, etc. as shown on the plans. Valves, valve boxes, fittings, tracer wire, etc shall be incidental to this item.

Reference: Part VII of the Standard Specifications.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

#### **90013 – Electrical Service Connection**

Scope: This work consists of furnishing and installing any cables and conduits, bonding, and miscellaneous work to connect a new electrical service to the new splashpad controller shown on the plans. **The City will provide an electrical service to the new splashpad cabinet location for final connection by the contractor.** This item includes coordination with City electrician.

Reference: Electrical power conductors, conduits, bonding, and receptacles to be installed in compliance with NEC 70 in a neat and clean manner. All efforts shall be made to locate devices in a neat and orderly manner such as to not draw attention to them. A/E shall be consulted prior to installation to confirm manner and location of component placement. All components shall be rated for outdoor wet-use operation.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

#### **90014 – Earthwork**

Scope: This work consists of stripping and stockpiling of topsoil, excavating, filling, grading, importing new fill, compacting, preparation of sub-grade, disposal of excess materials, temporary drainage, and related earthwork for the project.

Reference: Article 201 and 202 of the standard specifications.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

#### **90015 – Water Feature Plumbing Installation**

Scope: This work consists of furnishing and installing the splashpad equipment (bases, features, deck drains, controller, manifold and cabinet), furnishing and installing the splashpad plumbing systems as shown on the Plans and details, furnishing and installation of all required electrical connections, low-voltage electrical and piping, and distribution plumbing. This item also includes the concrete foundation wall and bottom, sump crock, and offloading and storage of the equipment. Piping from the deck drains shall be covered under separate bid items. Contractor shall furnish record drawings of all splashpad piping and electrical systems and provide to owner at substantial completion.

Reference: Per Technical Specification Section 323900.10 and all State and Local Code Requirements.

Contractor Experience: Contractor (or sub-contractor) shall provide evidence and reference of at least two completed splashpad pool, or fountain within the past three (3) years within 100 miles of the project location. A/E shall reserve right to contact references.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

## SECTION E: BIDDERS ACKNOWLEDGEMENT

### RENNEBOHM PARK SPRAYGROUND

CONTRACT NO. 9551

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2025 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY.  
FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Paris Construction LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

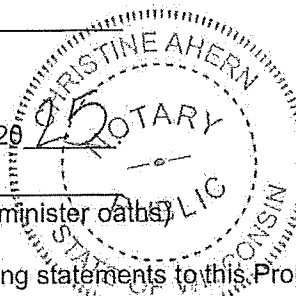
Sworn and subscribed to before me this

4th day of February, 2025

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 12/4/2026

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



**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

RENNEBOHM PARK SPRAYGROUND  
CONTRACT NO. 9551

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 Verna, WI 53593  
Telephone Number: 608 848 5991 Fax Number: 608 848 5992  
Contact Person/Title: Robert Endres, president

Prime Bidder Certification

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

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

Christine A

Witness' Signature

2/13/2025

Date

RCE

Bidder's Signature

## Small Business Enterprise Compliance Report

### Summary Sheet

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
MADISON COMMERCIAL LANDSCAPE	LANDSCAPING	4.50 %
CA Brumm Trucking	TRUCKING	1.50 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		6 %

[illegible]

**Total Percentage of SBE Utilization:** 6.00 %.

**RENNEBOHM PARK SPRAYGROUND**

CONTRACT NO. 9551

DATE: 2/13/25

**Parisi Construction, LLC**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10911 - MOBILIZATION - LS	1.00	\$23,000.00	\$23,000.00
20701 - TERRACE SEEDING - SY	1190.00	\$3.50	\$4,165.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$860.00	\$860.00
21017 - SILT SOCK (8 INCH) - COMPLETE - LF	396.00	\$8.50	\$3,366.00
21041 - INLET PROTECTION, TYPE D - COMPLETE - EA	2.00	\$270.00	\$540.00
21071 - EROSION MATTING, CLASS II, TYPE A - ORGANIC - SY	1190.00	\$2.70	\$3,213.00
30207 - TYPE H CONCRETE CURB & GUTTER - LF	10.00	\$59.00	\$590.00
30302 - 5 INCH CONCRETE SIDEWALK - SF	1874.00	\$9.80	\$18,365.20
30349 - COLORED 5-INCH CONCRETE - SF	455.00	\$11.75	\$5,346.25
40103 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 3 - TON	566.00	\$35.75	\$20,234.50
50441 - 8 INCH TYPE III STORM SEWER PIPE - LF	174.00	\$54.00	\$9,396.00
50792 - STORM SEWER TAP - EA	1.00	\$1,400.00	\$1,400.00
90000 - FURNISH AND INSTALL 4 INCH WATER SERVICE LATERAL - LF	234.00	\$150.00	\$35,100.00
90001 - WATER FEATURE EQUIPMENT - LS	1.00	\$93,200.00	\$93,200.00
90002 - SHADE STRUCTURE - EA	1.00	\$28,500.00	\$28,500.00
90003 - TABLES - EA	4.00	\$3,900.00	\$15,600.00
90004 - DEMOLITIONS - LS	1.00	\$3,800.00	\$3,800.00
90005 - COLORED 5-INCH REINFORCED CONCRETE - SF	2397.00	\$14.25	\$34,157.25
90006 - MILL & OVERLAY ASPHALT PAVEMENT - SY	89.00	\$120.00	\$10,680.00
90007 - 3 INCH STORM SEWER PIPE - LF	234.00	\$39.25	\$9,184.50
90008 - 6 INCH STORM SEWER PIPE - LF	65.00	\$43.00	\$2,795.00
90009 - STORM SEWER STRUCTURE - EA	1.00	\$4,400.00	\$4,400.00
90010 - 12 INCH YARD INLET - EA	1.00	\$710.00	\$710.00
90011 - 18 INCH YARD INLET - EA	1.00	\$1,600.00	\$1,600.00
90012 - WATER SERVICE CONNECTION AND FITTINGS - LS	1.00	\$7,000.00	\$7,000.00
90013 - ELECTRICAL SERVICE CONNECTION - LS	1.00	\$10,500.00	\$10,500.00
90014 - EARTHWORK - LS	1.00	\$45,000.00	\$45,000.00
90015 - WATER FEATURE PLUMBING INSTALLATION - LS	1.00	\$77,800.00	\$77,800.00
28 Items	Totals		\$470,502.70



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

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

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

**Deputy City Engineer**  
Kathleen M. Cryan

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

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

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

## BIENNIAL BID BOND

Parisi Construction, LLC

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

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

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

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

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

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

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

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

**PRINCIPAL**

Parisi Construction, LLC  
COMPANY NAME

DATE

December 21, 2023

By:

SIGNATURE AND TITLE

**SURETY**

Western Surety Company  
COMPANY NAME

AFFIX SEAL

DATE

December 19, 2023

By:

SIGNATURE AND TITLE

Trudy A. Szalewski, Attorney-in-fact

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

December 19, 2023  
DATE

AGENT SIGNATURE

Trudy A. Szalewski

10700 W. Research Drive - #450

ADDRESS

Milwaukee, WI 53226

CITY, STATE AND ZIP CODE

414-225-5394

TELEPHONE NUMBER

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

# Western Surety Company

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

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

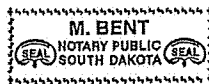
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



## SECTION H: AGREEMENT

THIS AGREEMENT made this 31st day of March in the year Two Thousand and Twenty-Five 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 **MARCH 11, 2025**, 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:

### RENNEBOHM PARK SPRAYGROUND CONTRACT NO. 9551

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **FOUR HUNDRED SEVENTY THOUSAND FIVE HUNDRED TWO AND 70/100 (\$470,502.70)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.  
  
**B. Affirmative Action.** The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

6. **Contractor Hiring Practices.**

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

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

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

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

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

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

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

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

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

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

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

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

# RENNEBOHM PARK SPRAYGROUND

**CONTRACT NO. 9551**

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

Countersigned:

**PARISI CONSTRUCTION, LLC**

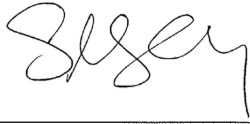
Christine Olsen 3/3/25  
Witness Date

Witness Christine Ahern Date 3/3/25  
Witness \_\_\_\_\_ Date \_\_\_\_\_

Company Name ACE 3/3/25  
President \_\_\_\_\_ Date \_\_\_\_\_

President \_\_\_\_\_ Date 3/3/25  
Secretary \_\_\_\_\_ Date \_\_\_\_\_


CITY OF MADISON



Satya Rhodes-Conway, Mayor

03/31/2025

Date



Acting City Clerk

3/18/2025

Maribeth Witzel-Behl, City Clerk

Date

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

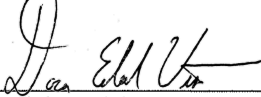


David P. Schmiedicke, Finance Director

3/24/2025

Date

Approved as to form:



for Michael Haas, City Attorney

3/31/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -25-00163, ID No. 87314, adopted by the Common Council of the City of Madison on March 11, 2025.

**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 **FOUR HUNDRED SEVENTY THOUSAND FIVE HUNDRED TWO AND 70/100 (\$470,502.70)** 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:

**RENNEBOHM PARK SPRAYGROUND****CONTRACT NO. 9551**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 12th day of March, 2025.

Countersigned:

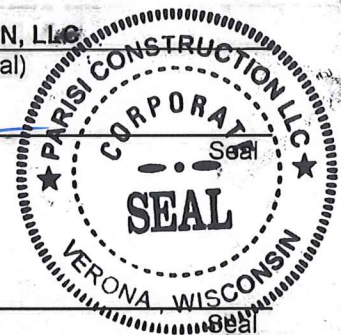
Christine Olsen  
Witness

[Signature]  
Secretary

**PARISI CONSTRUCTION, LLC**

Company Name (Principal)

[Signature]  
President



Western Surety Company

Surety

☒ Salary Employee    ☐ Commission

By Roxanne Jensen  
Attorney-in-Fact    Roxanne Jensen

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 9042226 for the year 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

3/12/2025

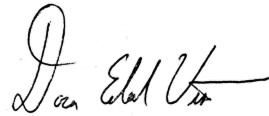
Date

Roxanne Jensen  
Agent Signature

The foregoing Bond has been approved as to form:

March 31, 2025

Date

A handwritten signature in black ink, appearing to read "Jan Elmer", is written over a horizontal line.

for City Attorney



# Western Surety Company

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

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Larry Kasten, Vice President

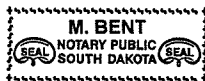
State of South Dakota  
County of Minnehaha

} ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of March, 2025.



WESTERN SURETY COMPANY

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.”