

Contract Routing Form

ROUTING: Urgent Rush

printed on: 06/25/2020

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

Project: Highland Avenue Sidewalk and Lighting Improvements

Contract No.: 8554  
Enactment No.: RES-20-00451  
Dollar Amount: 162,865.00

File No.: 60599  
Enactment Date: 06/22/2020

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6/26/20	6/26/20
Director of Civil Rights	06/29/2020	06/29/2020
Risk Manager	6/30/2020	6/30/2020 REN
Finance Director <i>Jim</i>	6/30/2020	6/30/2020 1:20pm
City Attorney	6-30-2020	7/1/2020
Mayor	7-6-2020	7-6-2020

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

Original + 2 Copies

06/25/2020 13:41:40 enjls - Jim Wolfe 266-4099

Dis Rights: OK /  N/A / Problem - Hold  
 Prev Wage: AA / Agency /  No  
 Contract Value: *Subpoena*  
 AA Plan: *Approved*  
 Amendment / Addendum # *1*  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / *RW* / Goal / Loan / Agrmt



# City of Madison

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

## Legislation Details (With Text)

**File #:** 60599      **Version:** 1      **Name:** Awarding Public Works Contract No. 8554, Highland Avenue Sidewalk and Lighting Improvements.  
**Type:** Resolution      **Status:** Passed  
**File created:** 5/18/2020      **In control:** Engineering Division  
**On agenda:** 6/16/2020      **Final action:** 6/16/2020  
**Enactment date:** 6/22/2020      **Enactment #:** RES-20-00451  
**Title:** Awarding Public Works Contract No. 8554, Highland Avenue Sidewalk and Lighting Improvements. (5th AD)  
**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 8554.pdf, 2. 8554 Contract.pdf

Date	Ver.	Action By	Action	Result
6/16/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
6/3/2020	1	BOARD OF PUBLIC WORKS		
5/27/2020	1	Engineering Division	Refer	

The proposed resolution awards the contract for Highland Avenue Sidewalk and Lighting Improvements at a total cost of \$175,890 including contingency. Funding is available in the Reconstruction Streets project of the 2020 Adopted Capital Budget for Engineering - Major Streets (Munis 12950).

Awarding Public Works Contract No. 8554, Highland Avenue Sidewalk and Lighting Improvements. (5th AD)  
BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8554) for itemization of bids.

Digitally signed by enssd  
DN: cn=enssd,  
email=sdannerrivers@city  
ofmadison.com  
Date: 2020.06.25 09:33:25  
-05'00'

enssd

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8554  
HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS

PARISI CONSTRUCTION CO., INC. \$162,865.00

Acct. No. 12950-402-170: 54425 (91382) \$52,300.00  
Contingency 8%± 4,180.00  
Sub-Total \$56,480.00

Acct. No. 12950-402-171: 54420 (91366) \$39,260.00  
Contingency 8%± 3,140.00  
Sub-Total \$42,400.00

Acct. No. 12950-402-177: 54435 (91232) \$71,305.00  
Contingency 8%± 5,705.00  
Sub-Total \$77,010.00

GRAND TOTAL \$175,890.00

Jurisdiction: Wisconsin

### Demographics

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

### Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
ONE TOWER SQ HARTFORD, CT 06183 United States	ONE TOWER SQ HARTFORD, CT 06183 United States	ONE TOWER SQ HARTFORD, CT 06183 United States	ONE TOWER SQ HARTFORD, CT 06183 United States

### Phone, Email, Website

Phone	Email	Website						
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Fax Phone</td> <td>(844) 816-9447</td> </tr> <tr> <td>Business Primary Phone</td> <td>(860) 277-0111</td> </tr> </tbody> </table>	Type	Number	Fax Phone	(844) 816-9447	Business Primary Phone	(860) 277-0111	No results found.	No results found.
Type	Number							
Fax Phone	(844) 816-9447							
Business Primary Phone	(860) 277-0111							

### Company Type

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

### Appointments

Show  entries      Showing 1 to 2 of 4606 entries     

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Casualty	06/15/1993	01/15/2020	03/15/2021
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Property	06/15/1993	01/15/2020	03/15/2021

### Line Of Business

Show  entries      Showing 1 to 10 of 11 entries     

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

### Contact

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

### Company Merger

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SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54221052	22535	Seaboard Surety Company	Property and Casualty	N	N	01/02/2009	

Companies Absorbed

### Name Change History

Previous Name	New Name	Effective Date
	Aetna Casualty & Surety Company of America	09/10/1975
Aetna Casualty & Surety Company of America	Travelers Casualty and Surety Company of America	07/01/1997

\$162,865.00  
FILE COPY

BID OF PARISI CONSTRUCTION CO., INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS

CONTRACT NO. 8554

PROJECT NO. 12950

MUNIS NO. 12950

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JUNE 16, 2020

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS  
CONTRACT NO. 8554**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: jmw

## 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:	HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS
CONTRACT NO.:	8554
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	5/14/2020
BID SUBMISSION (2:00 P.M.)	5/21/2020
BID OPEN (2:30 P.M.)	5/21/2020
PUBLISHED IN WSJ	5/7/2020 & 5/14/2020

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, [jtorresmeza@cityofmdison.com](mailto:jtorresmeza@cityofmdison.com).

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

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

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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



## SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

## SECTION 102.4 PROPOSAL

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

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

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

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

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

## SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

## MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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



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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS CONTRACT NO. 8554

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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, June 18, 2020**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, June 17, 2020**.

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

This project consists of removing the existing concrete sloping along the abutments for the Campus Dr. overpass of Highland Ave. and installing a concrete foundation wall and new concrete sloping. The foundation wall will support the installation of a public art piece that consists of steel framing and steel panels, which will be installed by others. This contract also includes providing and installing electrical conduit, wiring and fixtures to serve the art piece.

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

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

The Contractor shall use care around all existing trees, plantings, fences, walls, steps and driveways that are to remain. Except where necessary for electrical conduit to be installed, the existing sidewalk and curb are to remain. Any items not specifically called out for removal are to remain, and this includes locations where curb work is called out on the plans to be completed with care to avoid damage to that adjacent asphalt pavement. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall coordinate with the artist, Julia Schilling, and the manufacturer/installer, Gallas Metal Works. In particular, the placement of the light fixtures included with this contract will need to be coordinated closely the artist and the installer, and the final installation is dependent on the proper placement relative to the steel framing and panels. The Contractor shall provide Gallas with 5 weeks' notice prior to when the site will be ready for their installation. This notice shall be coordinated through Julia ([julia.schilling@gmail.com](mailto:julia.schilling@gmail.com) or 920-255-2013) and Gallas ([james@gallasmetalworks.com](mailto:james@gallasmetalworks.com)). The Contractor shall communicate closely with these contacts to coordinate timing of the manufacturing and

installation of the steel panels, which shall include notification of when work begins through anticipated completion and sufficient cure time of concrete elements. The work shall be coordinated such that only one mobilization will be needed by the installer.

The existing Traffic Engineering electrical conduit, wires, lighting, signals and fiber optic must remain in service throughout the duration of the project. For any work required on the street light system, accessing handholes, electrical conduits or wiring, the contractor shall contact Mike Benzschawel at 266-9031 to arrange for us to turn off the power feeding this electrical circuit or supervise any work accessing City electrical infrastructure.

If the Contractor elects to perform the work later in the year, the Contractor shall be responsible for any snow and ice removal within the work zone and as necessary to complete the work under this contract.

#### **SECTION 107.7            MAINTENANCE OF TRAFFIC**

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, at 215 Martin Luther King Jr Blvd., Madison, WI 53703, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

One lane of traffic in both directions shall be maintained on Highland Ave. at all times. In the northbound direction, both travel lanes will need to remain open between the peak hours of 7AM to 9AM and from 4PM to 6PM. Peak hour restrictions will not be in place during any governmental "Safer at Home" orders due to COVID-19. Lane closures shall be set-up with appropriate tapers and signage, including closures of any turn lanes that may have vehicles entering the work zone and including signage to modify an existing lane markings or usage. Arrow boards shall be used whenever there is a lane closure on Highland Ave.

The Contractor shall coordinate with the artist and the installer to provide the necessary traffic control in order to install the art piece. The traffic control for the art installation shall be consistent with these specifications.

Maintain sidewalk access on one side of the street at all times, and provide pedestrian crossings at each intersection as necessary to maintain pedestrian access. If sidewalk must be closed for construction purposes, contractor shall ensure that all crosswalks at the end of the closed sidewalk block are fully open. In areas of sidewalk construction, if necessary to maintain the required access, the Contractor shall provide a temporary surface for sidewalk and crosswalk access. The temporary surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, rubber matting, or alternative material as approved by the Construction Engineer. Gravel or base course material is not acceptable. Maintaining sidewalk is considered incidental to the contract.

In locations that require a bike lane closure, the Contractor shall sign the closure appropriately, including any detours, if required by the Traffic Engineer, or "Bikes May Use Full Lane" signage, as required.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs.

Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.  
[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

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

Contact Tom Mohr, 608-267-8725, [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com) for questions on these traffic specifications.

#### **SECTION 107.8      NOTIFICATION WHEN CLOSING STREET**

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

#### **SECTION 107.10      OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

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

The Contractor may begin work as early as **JULY 6, 2020**. All work under this contract shall be completed by **NOVEMBER 21, 2020**.

Once work begins, the Contractor shall have **Thirty-Five (35) Calendar Days** to complete all work under this contract. This duration includes time necessary to coordinate with the artist and installer of the panels, which work will be necessary to complete all work required.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer. The Contractor shall limit workdays to 7:00 p.m. unless approved by the Engineer in writing.

- BID ITEM 21024 – SILT SOCK (12 INCH) COMPLETE (UNDISTRIBUTED)**
- BID ITEM 21031 – INLET PROTECTION TYPE C - COMPLETE (UNDISTRIBUTED)**
- BID ITEM 21055 – INLET PROTECTION TYPE D HYBRID - COMPLETE (UNDISTRIBUTED)**

Silt Sock Complete and Inlet Protection and any other erosion control measures shall be installed as directed by the Engineer.

**BID ITEM 30301 – 5 INCH CONCRETE SIDEWALK**

Any cold weather protection necessary for completion of this work shall be included with this bid item.

**BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 OR NO. 3**

Gradation No. 2 shall be installed under the concrete sloping and runnel, and the gravel walkway shall consist of 4" of Gradation No. 2 and topped with 2" of Gradation No. 3. All crushed aggregate shall be installed and compacted per the standard specifications.

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

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

ITEM	Quantity
3/4" x 24" Anchor Bolts	8

**BID ITEM 90001 – 5 INCH CONCRETE SLOPING**

**DESCRIPTION**

This item includes all work necessary to install the concrete sloping and concrete runnel between the foundation wall and the existing sidewalk. All work shall be completed per Part III of the standard specifications and as herein provided.

5 Inch Concrete Sloping shall be installed per the detailed drawings and as directed by the Engineer. All steel reinforcement shall be epoxy coated and installed per the details; all reinforcement is included with this item. The base shall be paid under Bid Item 40102 and shall be compacted and prepared per the standard specifications.

The Contractor shall set all elevations such that the maximum slope of the concrete sloping is 3:1 (H:V), and the concrete runnel shall be set to the dimensions shown on the details. The concrete sloping shall have a 2" radius at the joint between the sloping and runnel, and an expansion joint will be required between the existing sidewalk and sloping.

A minimum 4' transition of concrete sloping shall be installed to transition from the sloping and gravel access path to the turf slope adjacent to bridge.

Any cold weather protection necessary for completion of this work shall be included with this bid item.

**METHOD OF MEASUREMENT**

5 Inch Concrete Sloping will be measured by the Square Foot, acceptably installed. Where the runnel is also installed, this measurement shall be from the street edge of the concrete sloping to the back of the concrete runnel

**BASIS OF PAYMENT**

5 Inch Concrete Sloping, measured as provided above, shall be paid at the contract unit price, which will be compensation in full for all materials, reinforcement, forming, pouring, finishing, and all other work, equipment, and incidentals necessary to complete the work as set forth in the description.

**BID ITEM 90002 – CONCRETE FOUNDATION WALL & FOOTING**

## **DESCRIPTION**

This bid item includes all work, materials, equipment and incidentals necessary to construct the Concrete Foundation Wall and Footing at the locations indicated on the plan and per the detail drawings. All work shall be completed per Part III of the standard specifications and as herein provided.

The Contractor shall excavate as necessary to install the footing, foundation wall and base material to the dimensions shown on the details. The Contractor shall take care while performing the excavation such that the bridge abutment, footings and piles are not disturbed or damaged while performing the work. The aggregate base shall be installed and compacted per the plans, and filter fabric, consistent with Article 201 of the Standard Specifications, shall be placed below the aggregate base. All excavation and base materials, including the fabric, are included with this item.

All steel reinforcement and waterproofing shall be installed as indicated on the plans, which are also included with this item.

To top of the wall shall be set such that it is flat and level and sufficient for the installation of the art panels. Coordinate top of wall elevation with the artist and installer. Top of wall elevation shall be set such that no areas of the concrete sloping are steeper than 3:1 (H:V).

The excavated area for the wall and footing shall be backfilled with select fill. If suitable, the material excavated from the site may be re-used. Re-use of this material shall first be confirmed and approved by the Engineer. Select fill backfill is included with this item and shall be installed per Part II of the standard specifications.

Any cold weather protection necessary for completion of this work shall be included with this bid item.

## **MATERIALS**

The steel and concrete materials shall meet the requirements indicated on the plans and details. All steel reinforcing bars shall be epoxy coated.

## **METHOD OF MEASUREMENT**

Concrete Foundation Wall & Footing shall be measured by the Linear Foot, along the center of the top of the wall.

## **BASIS OF PAYMENT**

Concrete Foundation Wall & Footing, measured as provided above, shall be paid at the contract unit price, which will be compensation in full for all materials, reinforcement, excavation, base materials and preparation, forming, pouring, finishing, and all other work, equipment, materials and incidentals necessary to complete the work as set forth in the description.

## **BID ITEM 90003 – SEEDING, LOW MOW FESCUE**

### **DESCRIPTION**

This special provision describes the provision and placement of Low Mow Fescue seed mix within the turf areas that are disturbed with this project.

### **MATERIALS**

The contractor shall supply seed mix that meets the specification detailed below. Availability of specific species may be limited. Substitutions for individual species may be permissible and shall be approved by the engineer prior to seed mix order.

20%	Shoreline Creeping Red Fescue
20%	Celestial Creeping Red Fescue
18%	Tirem Kentucky Bluegrass
18%	Big Horn GT Hard Fescue
18%	Marco Polo Sheep Fescue
2.5%	Dutch White Clover
2.5%	Self heal
1%	Creeping thyme

**CONSTRUCTION**

Seed shall be placed according to the supplier's recommendations and per Article 207 of the City of Madison Standard Specifications for Public Works Construction. Application rate shall be 5 lbs per 100 Square Yard.

**MEASUREMENT**

Seeding, No-Mow will be measure by the Square Yard, acceptably installed.

**BASIS OF PAYMENT**

This item, measured as provided above, will be paid at the contract unit price, which shall be full compensation for providing and placing seed mix as described.

**BID ITEM 90004 – STEEL BOLLARD**

**DESCRIPTION**

This item includes all work, materials, and incidentals necessary to install steel bollards at the locations indicated on the plans and per all notes and details.

Prior to setting the steel bollards, the Contractor shall coordinate with the steel door manufacturer to ensure the bollard placement will allow for proper installation and function of the hinges, locks, steel framing and door panel.

The steel bollard shall be filled with concrete, rounded off at the top, and set such that it is 3' below grade and extends 4' above grade. The bollard shall also be set in a 12" diameter concrete base that extends to the full depth of the bollard. The steel bollard shall be installed vertically and not skewed as such skew may impact the proper function of the door. If the bollard is not properly set, the contract shall remove and reinstall.

**METHOD OF MEASUREMENT**

Steel bollard shall be measured as Each item acceptably completed.

**BASIS OF PAYMENT**

Steel Bollard, measured as provided above, shall be paid at the contract unit price, which price shall be compensation in full for all materials, work, equipment and incidentals necessary to complete the work as set forth in the description.

**BID ITEM 90005 – REMOVE & DISCONNECT WALL PACK**

**DESCRIPTION**

This item consists of removing, disconnecting, disposing of existing wall packs and covering junction boxes.

#### **MATERIAL**

Remove, disconnect and dispose of existing wall packs at the locations shown on the plans. Provide weatherproof cover plate over existing junction-box. Paint cover plate to match existing columns.

Coordinate with Traffic Engineering (Mike Benzschawel 266-9031) before any work required on the street light system, electrical conduits or wiring begins, to arrange for us to turn off the power feeding this electrical circuit.

All cover plates, associated fittings and paint as referenced in the specification for the removal, disconnect, disposal and cover of existing wall packs shall be considered incidental to this item.

#### **METHOD OF MEASUREMENT**

Removal, disconnect, disposing and covering junction-box measured as a unit completed in place and inspected by Traffic Engineering.

#### **BASIS OF PAYMENT**

Removal and disconnect of existing wall pack, measured as provided above, will be paid for at the contract unit price each which will include all materials, labor, tools, equipment and incidentals necessary to complete this work in accordance with the contract.

### **BID ITEM 90006 – FURNISH & INSTALL TYPE A FLOODLIGHT**

#### **DESCRIPTION**

This item consists of furnishing and installation of Vision Flood Small LED luminaire and wiring in the new gravel access path. Coordinate with the Artist to determine the final locations of the floodlights.

#### **MATERIAL**

Provide all luminaires, junction boxes, flexible electrical conduit, threaded aluminum pipes and associated fittings in accordance with the materials listed on the drawings and referenced in the specification for installation of the flood light in the gravel access path. Provide all cable, wire nuts, fasteners, etc. to mount and wire all floodlights.

Luminaire shall be Invue Vision Flood Small, knuckle mounting, 40 LEDs at 350mA, 120-277V, Wide Symmetrical Rectangular, black color and Architectural Junction-box with two 3/4" NPT Entries on the bottom surface and one clearance hole on the top surface (INVUE VRF-K-B40-3-LED-E1-WST-BK / JB-BK). Minimum five-year warranty. Provide warranty details and luminaire specifications to electrical engineer (Gretchen Avilés Piñeiro, [gavilespineiro@cityofmadison.com](mailto:gavilespineiro@cityofmadison.com)) before ordering.

Mount each fixture with two threaded aluminum pipes to fit the 3/4" NPT openings on the bottom surface of the architectural junction-box. Fixture should be level and aluminum pipes should be buried at least 30 inches in the gravel access path and foundation wall backfill. Coordinate height above ground with Artist.

Furnish and install 1/2-in (nominal size) flexible electrical conduit from junction boxes to the lighting fixture locations as determined by the Artist in the field. Flexible conduit core shall be made from non-corrosive metal or galvanized steel, and conduit exterior shall be jacketed with PVC or polyurethane material, black in color. Flexible conduit shall be watertight and rated for exterior use. Mounting hardware required for properly securing flexible conduit to interior wall frame shall be considered incidental to this item.



Flexible electrical conduit shall be used in accordance with the National Electrical Code and shall comply with all requirements in NEMA Specifications RV-3 (Conduit) and FB-2.20 (Fittings). Flexible conduit and fittings shall be compatible and clearly marked with a UL label. The type and manufacturer shall be identified by legible and permanent markings.

#### **METHOD OF MEASUREMENT**

Installation of Type A Floodlight measured as a unit completed in place and fully operational.

#### **BASIS OF PAYMENT**

Installation of Type A Floodlight, measured as provided above, will be paid for at the contract unit price each which will include all materials, labor, tools, equipment and incidentals necessary to complete this work in accordance with the contract.

#### **BID ITEM 90007 – FURNISH & INSTALL TYPE B SPOTLIGHT**

#### **DESCRIPTION**

This item consists of furnishing and installation of housing, lamp and wiring on the wall 2x2 crossbar. Coordinate with the Artist to determine the final locations of the spotlights.

#### **MATERIAL**

Provide all housings, lamps, flexible electrical conduit and associated fittings in accordance with the materials listed on the drawings and referenced in the specification for installation of the spotlights on the wall 2x2 crossbar. Provide all cable, wire nuts, fasteners, etc. to mount and wire all spotlights.

Housing shall be Focus Industries Directional Cast Aluminum PAR20 Bullet (SL-20-NL-BLT). Provide warranty details and housing specifications to electrical engineer (Gretchen Avilés Piñeiro, [gavilespineiro@cityofmadison.com](mailto:gavilespineiro@cityofmadison.com)) before ordering.

Lamp shall be fully dimmable LED with 50,000 hours life. Outdoor rated PAR20 lamp. 7 Watts. 25° beam angle. 500 lumen output. Correlated Color Temperature of 2700K. (SOLAIS LRP20-25-27K) Minimum five-year warranty. Provide warranty details and lamp specifications to electrical engineer (Gretchen Avilés Piñeiro, [gavilespineiro@cityofmadison.com](mailto:gavilespineiro@cityofmadison.com)) before ordering.

Coordinate final mounting location with Artist.

Furnish and install ½-in (nominal size) flexible electrical conduit from junction boxes to the lighting fixture locations as determined by the Artist in the field. Flexible conduit core shall be made from non-corrosive metal or galvanized steel, and conduit exterior shall be jacketed with PVC or polyurethane material, black in color. Flexible conduit shall be watertight and rated for exterior use. Mounting hardware required for properly securing flexible conduit to interior wall frame shall be considered incidental to this item.

Flexible electrical conduit shall be used in accordance with the National Electrical Code and shall comply with all requirements in NEMA Specifications RV-3 (Conduit) and FB-2.20 (Fittings). Flexible conduit and fittings shall be compatible and clearly marked with a UL label. The type and manufacturer shall be identified by legible and permanent markings.

#### **METHOD OF MEASUREMENT**

Installation of Type B Spotlight measured as a unit completed in place and fully operational.

#### **BASIS OF PAYMENT**

Installation of Type B Spotlight, measured as provided above, will be paid for at the contract unit price each which will include all materials, labor, tools, equipment and incidentals necessary to complete this work in accordance with the contract.

#### **BID ITEM 90008 – INSTALL JUNCTION BOX**

##### **DESCRIPTION**

This item consists of installation of a junction box mounted to the backside of wall 2x2 crossbar. Coordinate with the Artist and electrical designer to determine the final locations of the junction boxes.

##### **MATERIAL**

Provide and install a minimum 4-inch by 4-inch junction box. Minimum 2 1/8 inches deep. Sized per NEC. Nonmetallic, black in color. NEMA Type 4X rating. Corrosion resistant. Provide warranty details and junction box specifications to electrical engineer (Gretchen Avilés Piñeiro, [gavilespineiro@cityofmadison.com](mailto:gavilespineiro@cityofmadison.com)) before ordering.

All boxes and associated fittings, cover, stainless steel screws, fasteners, etc. to mount all junction boxes shall be considered incidental to this item.

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

Installation of Junction Box measured as a unit completed in place and fully operational.

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

Installation of Junction Box, measured as provided above, will be paid for at the contract unit price each which will include all materials, labor, tools, equipment and incidentals necessary to complete this work in accordance with the contract.

SECTION E: BIDDERS ACKNOWLEDGEMENT

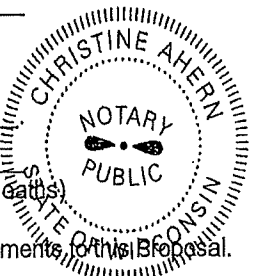
HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS  
CONTRACT NO. 8554

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

- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form, of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of Kansi Construction Co, Inc name of corporation, partnership or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]  
 SIGNATURE  
president  
 TITLE, IF ANY

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
[Signature]  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 12/4/2022  
 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8554 – Parisi Construction Co., Inc.

#### Section F: Best Value Contracting (BVC)

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

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

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

#### Best Value Contracting

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

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

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

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

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

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

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

HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS  
CONTRACT NO. 8554

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Parisi Construction Co. Inc.  
Address: 508 S. Nine Mound Rd. Verona WI 53593  
Telephone Number: 608 848-5991 Fax Number: 608 848-5992  
Contact Person/Title: Robert Endres, president

Prime Bidder Certification

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

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

Christine Ah  
Witness Signature

[Signature]  
Bidder's Signature

5/21/2020  
Date

**HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS  
CONTRACT NO. 8554**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	%
Bollet	Treeing	2 %
Living Landscape	Landscaping	3 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		_____ %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b>		_____ % x 0.6 = _____ % (discounted to 60%)
<b>Total Percentage of SBE Utilization:</b>		_____ %.

**HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS**

CONTRACT NO. 8554

DATE: 5/21/2020

**Parisi Construction Co.,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$2,500.00	\$2,500.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	90.00	\$30.00	\$2,700.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$35,000.00	\$35,000.00
20221 - TOPSOIL - S.Y.	65.00	\$20.00	\$1,300.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	1700.00	\$6.00	\$10,200.00
21024 - SILT SOCK (12 INCH) COMPLETED (UNDISTRIBUTED) - L.F.	100.00	\$16.00	\$1,600.00
21031 - INLET PROTECTION TYPE C - COMPLETE (UNDISTRIBUTED) - EACH	2.00	\$225.00	\$450.00
21055 - INLET PROTECTION TYPE D HYBRID - COMPLETE (UNDISTRIBUTED) - EACH	4.00	\$450.00	\$1,800.00
21062 - EROSION MATTING, CLASS I, URBAN TYPE B - S.Y.	65.00	\$13.00	\$845.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	150.00	\$10.50	\$1,575.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	60.00	\$32.00	\$1,920.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	80.00	\$6.00	\$480.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	110.00	\$5.00	\$550.00
60238 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	180.00	\$11.25	\$2,025.00
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	20.00	\$64.00	\$1,280.00
60253 - FURNISH & INSTALL 3#4 AND 1#8 WIRES IN EXISTING OR CONTRACTOR INSTALLED CONDUIT - L.F.	500.00	\$24.00	\$12,000.00
60261 - ELECTRICAL TRENCH - L.F.	120.00	\$8.50	\$1,020.00
60402 - CONSTRUCT LB-2 BASE - EACH	2.00	\$1,000.00	\$2,000.00
90001 - 5 INCH CONCRETE SLOPING - S.F.	750.00	\$15.00	\$11,250.00
90002 - CONCRETE FOUNDATION WALL & FOOTING - L.F.	139.00	\$225.00	\$31,275.00
90003 - SEEDING, LOW MOW FESCUE - S.Y.	65.00	\$13.00	\$845.00
90004 - STEEL BOLLARD - EACH	4.00	\$1,200.00	\$4,800.00
90005 - REMOVE & DISCONNECT WALL PACK - EACH	6.00	\$200.00	\$1,200.00
90006 - FURNISH & INSTALL TYPE A FLOODLIGHT - EACH	16.00	\$1,000.00	\$16,000.00
90007 - FURNISH & INSTALL TYPE B SPOTLIGHT - EACH	25.00	\$570.00	\$14,250.00
90008 - FURNISH & INSTALL JUNCTION BOX - EACH	25.00	\$160.00	\$4,000.00
<b>26 Items</b>	<b>Totals</b>		<b>\$162,865.00</b>





Department of Public Works  
**Engineering Division**

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

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

**Deputy City Engineer**

Gregory T. Fries, P.E.

**Deputy Division Manager**

Kathleen M. Cryan

**Principal Engineer 2**

Christopher J. Petykowski, P.E.

John S. Fahrney, P.E.

**Principal Engineer 1**

Christina M. Bachmann, P.E.

Mark D. Moder, P.E.

Janet Schmidt, P.E.

James M. Wolfe, P.E.

**Facilities & Sustainability**

Bryan Cooper, Principal Architect

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Parisi Construction Co., Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2020 through January 31, 2022.

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

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

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

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

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

**PRINCIPAL**

Parisi Construction Co., Inc.

COMPANY NAME

AFFIX SEAL

DATE

1-6-2020

By:

SIGNATURE AND TITLE

**SURETY**

Travelers Casualty and Surety Company of America

January 2, 2020

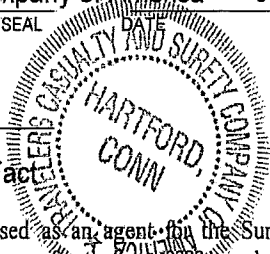
COMPANY NAME

AFFIX SEAL

By:

SIGNATURE AND TITLE

Dennis M. Barton, Attorney-in-Fact



This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 283633 for the year 2020 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 2, 2020

DATE

AGENT SIGNATURE

20975 Swenson Drive - Suite 175

ADDRESS

Waukesha, Wisconsin 53186

CITY, STATE AND ZIP CODE

262-317-8044

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.



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

**POWER OF ATTORNEY**

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



State of Connecticut  
City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

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

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



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **2nd** day of **January**, **2020**



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 17<sup>TH</sup> day of JUNE in the year Two Thousand and Twenty between PARISI CONSTRUCTION CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JUNE 16, 2020, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS CONTRACT NO. 8554

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SIXTY-FIVE AND NO/100 (\$162,865.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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.

**HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS  
CONTRACT NO. 8554**

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

Countersigned:

PARISI CONSTRUCTION CO., INC.

<u>Christine Ah</u>	<u>6/8/2020</u>	<u>RC E</u>	<u>6/8/2020</u>
Witness	Date	Company Name	Date
<u>[Signature]</u>	<u>6/8/2020</u>	<u>[Signature]</u>	<u>6/8/2020</u>
Witness	Date	President	Date
		<u>[Signature]</u>	
		Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u>Pete A. McDevitt, CPA, for</u>	<u>6/30/2020</u>	<u>Michael Hayes</u>	<u>7/1/2020</u>
Finance Director	Date	City Attorney	Date
<u>Ln D. Murke</u>	<u>7-6-2020</u>	<u>[Signature]</u>	<u>7/6/2020</u>
Witness	Date	Mayor	Date
<u>Loren N. Perer</u>	<u>6/26/20</u>	<u>Mary M. Marier</u>	<u>6/26/20</u>
Witness	Date	City Clerk	Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we PARISI CONSTRUCTION CO., INC. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SIXTY-FIVE AND NO/100 (\$162,865.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**HIGHLAND AVENUE SIDEWALK AND LIGHTING IMPROVEMENTS  
CONTRACT NO. 8554**

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

Signed and sealed this 17th day of June, 2020.

Countersigned:

Christine Aher  
Witness

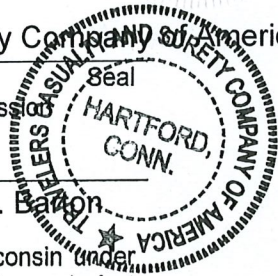
PARISI CONSTRUCTION CO., INC.  
Company Name (Principal)  
[Signature]  
President Seal

Secretary

Approved as to form:

Michael Haas  
City Attorney

Travelers Casualty and Surety Company of America  
Surety  
 Salary Employee  Commissioned  
By [Signature]  
Attorney-in-Fact Dennis M. Barton



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 283633 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 17, 2020  
Date

[Signature]  
Agent Signature Dennis M. Barton



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

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DENNIS M BARTON** of **MILWAUKEE Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



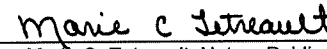
State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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



  
Marie C. Tetreault, Notary Public

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

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

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

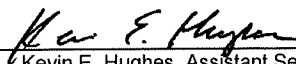
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **17th** day of **June**, 2020



  
Kevin E. Hughes, Assistant Secretary

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