

\$453,761.46
ORIGINAL

BID OF PARISI CONSTRUCTION, LLC

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RESURFACING 2022 - CURB & GUTTER AND CASTINGS

CONTRACT NO. 8617

MUNIS NO. 13703

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 29, 2022

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**RESURFACING 2022 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8617**

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This Proposal, and Agreement have
been prepared by:

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

Christy Bachmann For: _____
Robert F. Phillips, P.E., City Engineer

RFP: sb

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:	RESURFACING 2022 - CURB & GUTTER AND CASTINGS
CONTRACT NO.:	8617
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 24, 2022
BID SUBMISSION (2:00 P.M.)	MARCH 3, 2022
BID OPEN (2:30 P.M.)	MARCH 3, 2022
PUBLISHED IN WSJ	FEBRUARY 17 & 24, 2022

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.

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

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.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

RESURFACING 2022 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8617

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 \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 **SCOPE OF WORK**

This contractor shall be required to coordinate with the other contractors performing work on the resurfacing program contracts.

Work in this contract includes replacement of curb and gutter, drive aprons, sidewalk ramps including truncated domes (supplied by City of Madison), adjusting inlets and castings (castings supplied by City of Madison), and installation of new storm sewer in advance of pavement pulverizing/milling and paving.

All curb and gutter replaced on milled streets shall be front filled with asphalt.

All curb & gutter placed on pulverized streets shall be front filled with gravel unless the Engineer requires asphalt. Gravel front fill is included with remove/replace curb and gutter.

New storm sewer installation on:

MEDICAL CIR

All sidewalk removed at the crosswalks shall be replaced with 7" concrete.

This Contractor shall be required to coordinate with the other Contractors performing work on the resurfacing program contracts.

SECTION 104.3 **CHANGES IN THE WORK**

The quantity of the items listed in this Contract are estimates only.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid, unless by mutual agreement by both the Contractor and the City.

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

SECTION 104.10 CLEANING UP

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

SECTION 105.6 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor shall have at all times during the progress of construction one Superintendent as the agent for the Contractor on this work, who is thoroughly understanding of all aspects of the Resurfacing Program and shall receive instructions from the Engineer.

The Contractor shall be responsible for all castings until the lower layer of asphalt is placed. The paving contractor shall verify operation of all valve castings within 24 hours of placement of the lower layer of asphalt. The casting contractor shall repair as required by the Engineer at no additional cost to the City of Madison.

All flaggers working in any City of Madison street right of way are required to meet Wisconsin Department of Transportation Certification. The flagger requirements are identified in the Wisconsin Flagging Handbook. All flaggers will need to show proof of certification if asked on the job. Failure to show proof may result in a shutdown of the operation until a certified flagger can take over the duties.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

The Contractor may be required to consult with John Hodgson of Phase One Archaeology a minimum of 2 weeks prior to ground disturbing activities on Commercial Ave. John Hodgson can be reached at phaseonearchaeology@gmail.com Cell 608-334-1828.

The Contractor shall use care around all existing trees, plantings, fences, walls, steps and driveways that are to remain. Any items not specifically called out for removal are to remain. 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.

Contractor shall inform residents of any driveway disruptions a minimum of 24 hours prior to the closure. Failure to provide adequate notice may delay the work, and no time extensions or compensation will be provided as result of these delays.

The City of Madison has been given to understand that the following work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

It is anticipated that MG&E will be replacing natural gas mains and services or installing dual mains on the following streets:

PULVERIZED STREETS
MEDICAL CIR

It is also anticipated that Madison Metropolitan Sewerage District (MMSD), MG&E, AT&T, and other utility owners have manholes and/or hand holes on some of the roads in this contract and these structures may need adjusting prior to paving.

The City of Madison Engineering Division will be awarding a contract for asphalt pavement pulverizing/milling and paving (contract 8618) in conjunction with this contract.

Traffic Engineering crews will be replacing or adding traffic signal loops after the pulverizing or milling and before the paving on the following streets with signal loops: There are no signal loops.

Streets may be deleted or added to the above list. The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering Electrical Section (Mike Benzschawel, 266-9031), 48 hours prior to final paving.

Cost to repair damage to traffic signal loops that occur after their installation due to Contractor negligence, and cost for extra work to install the traffic signal loops in newly paved streets due to improper notice to the Traffic Engineering Division, will be deducted from the contract.

SECTION 105.13 ORDER OF COMPLETION

Prior to beginning operations under this contract, Contractors involved in the Resurfacing Program shall meet collectively with the Engineer, at the pre-construction meeting, to establish a tentative list in what street order they will proceed. The Engineer shall have final approval regarding the tentative list.

The Contractor shall proceed on this contract so as not to cause delays to Contracts noted in section 105.12. Delay costs in accordance with section 109.9 "**LIQUIDATED DAMAGES**" of the Standard Specification shall be assessed for each day that the Contractors on the above listed contracts are delayed.

SECTION 106.1 SOURCE OF SUPPLY AND QUALITY

No work shall begin on this contract until such time that concrete mix design(s) are approved by the City of Madison.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to businesses shall be maintained at all times.

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

The Contractor shall not be allowed to remove curb and gutter from both sides of the street at the same time unless approved by the Engineer. This is in order to minimize the amount of on street parking required by property owners within any given block at the same time.

The Contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer. There are no schools within the working limits.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

Coordinate any bus stop relocations and bus route detours with Tim Sobota, Metro Transit, (608) 261-4289, tsobota@cityofmadison.com at least seven days prior to allow Metro proper time for public notification on the following streets: There are no streets with bus routes.

SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY

WISCONSIN & SOUTHERN RAILROAD (WSOR) - The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Stacey Hurda of the Wisconsin & Southern Railroad (WSOR), at (608) 620-2054. Notice must be given to Stacey Hurda at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR the attached flagging form pre filled with at least 72 hours prior to work starting on the Railroad right of way.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation. Contractor to confirm all requirements with Wisconsin & Southern Railroad.

CANADIAN PACIFIC RAILROAD (CPR) - The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Greda Lynn of Canadian Pacific Railroad (CPR), at (612) 258-6619. Notice must be given to Greda Lynn at least 72 hours prior to working within fifty feet of the Railroad Tracks, The Contractor shall obtain the authorization of CPR to work within fifty feet (50') of the railroad tracks prior to any work being done. Any time that work is being done within fifty feet (50') of the track, a CPR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within fifty feet (50') of the Railroad Tracks, the Contractor shall provide CPR an estimate of the time required to perform the necessary work within fifty feet (50') of the Railroad Tracks and the Contractor shall pre-pay CPR an estimated cost for the compensation for a flag person based on the estimated time required to perform all work within fifty feet (50') of the tracks and the current hourly rate of compensation charged by CPR for a flag person. In the event that the pre-paid amount for the flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within fifty feet (50') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way. If a Contractor violates any of these requirements, the Canadian Pacific Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the CPR right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation. Contractor to confirm all requirements with Canadian Pacific Railway.

BID ITEM 10790 - RAILROAD INSURANCE WSOR

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. Contractor to confirm all requirements with Wisconsin & Southern Railroad.

BID ITEM 10790A – RAILROAD INSURANCE CPR

The Contractor shall provide special third party protection insurance for, and in behalf of, the Canadian Pacific Railroad per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Five Million Dollars (\$5,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Ten Million Dollars (\$10,000,000) aggregate for the term of the policy with respect to Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. Contractor to confirm all requirements with Canadian Pacific Railway.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

Refer to section 403.1 of the City of Madison Standard Specifications for Traffic Control.

The Contractor shall submit acceptable Traffic Control Plans for the following streets to be resurfaced:

COMMERCIAL AVE MEDICAL CIR

Place portable, changeable message boards for each direction of traffic for both Commercial Avenue and Medical Circle for at least seven days prior to the work, notifying drivers of the work date(s).

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

All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

The Traffic Control Plan shall be submitted to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plans shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop approved Traffic Control Plans. 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.

PEAK HOUR RESTRICTIONS

The Contractor and any subcontractor for the Street Resurfacing Program shall be required to adhere to peak hour traffic restrictions between the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m. on the below listed streets. No work shall be done between these hours. There are no peak hour streets.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before **MAY 2, 2022**. 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 (contact the Construction Engineer at 266-9091). The work called for by this contract shall be completed in **THIRTY FIVE (35) WORK DAYS**. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown or the actual date work begins whichever is sooner.

Once work starts on a street, construction activities shall continue until all work is completed including storm sewer, curb and gutter, aprons and restoration.

In the event that the Contractor fails to show an acceptable rate of progress, the Contractor will be notified in writing of such and have seven (7) calendar days in which to resume work. Failure to respond to said notice, shall subject the Contractor to paragraph C. of this section.

- A. The Contractor shall furnish a minimum of one (1) complete working crew in order to insure the completion of the work contemplated by this contract.

A complete working crew shall consist of at least the following personnel:

1. One Superintendent/Foreman
2. Cement Finishing force sufficient to finish concrete work in order that contract shall not be delayed.
3. Laborers sufficient for removal, grading, forming, placing and finishing or concrete.
4. Grading force sufficient to prepare sufficient grade ahead of form setting and concrete work in order that concrete work shall not be delayed.
5. Sidewalk, curb and gutter, and drive aprons, shall be replaced within three (3) workdays after it has been removed. Sidewalk and curb and gutter adjoining business properties shall be replaced within twenty-four (24) hours after being removed.
6. Backfilling and cleanup force sufficient to keep the backfilling operation to within one (1) work day after concrete is cured.

- B. There shall be deducted from any monies due or that may become due the Contractor, the sum of \$500.00 for each and every work day that the Contractor shall fail to provide the working forces as specified in paragraph A above. This sum shall be considered and treated not as a penalty

but as fixed, agreed and liquidated damages due the City of Madison from the Contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his/her failure to comply with the requirements of paragraph A above.

- C. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this contract, State Laws, or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the contract, and when deducted, shall be deemed and taken as payment in such amount.
- D. A "Work Day" shall be any day that a Contractor can work on a project and it would or does necessitate an Engineer or Inspector on the project for any part of the day. If inclement weather curtails construction, the Engineer shall decide what portion, if any part of a day, shall be called a "Work Day". Workdays may be counted to the nearest one-half day. A record of work days shall be kept on the job by the Engineer or Inspector.

SECTION 109.5 METHODS AND EQUIPMENT

The Contractor shall inspect and certify, in writing, that all sewer access points are free of debris when he/she leaves each site. If there is any debris in the sewer access point that the Contractor feels is not his/her responsibility, he/she shall promptly bring it to the attention of the Project Engineer before beginning work. Any repairs required to the new pavement shall be approved by Engineer.

SECTION 210.1 EROSION CONTROL

Material stored at the project site, for use as backfill material shall be stored in such a manner that will not result in runoff of stockpiled material into streets or drainage facilities in the event of rain. Excavated materials and imported backfill materials stored on street and sidewalk pavements shall be removed from the street and sidewalk pavements by hand shoveling at the end of the period, not to exceed one work day.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

BID ITEM 21017 – SILT SOCK (8 INCH) COMPLETE

Silt sock shall be used to prevent erosion around all terrace inlets. Silt sock shall be used in the terrace and/or curb line as needed.

BID ITEM 21031 – INLET PROTECTION, TYPE C – COMPLETE

Type C inlet protection shall be allowed in areas where only mill and overlay work will occur. All locations requiring pipe or structure excavation shall have RIGID FRAME inlet protection (BID ITEM 90030).

SECTION 303.2(n) CURB RAMP DETECTABLE WARING FIELD

MATERIALS

This section shall be revised to include The City of Madison shall furnish the Detectable Warning Fields.

SECTION 403.16 ADJUST VALVE CASTING, METHOD #1 - RESURFACING, ADJUST VALVE CASTING, METHOD #2 - RESURFACING, INSTALL ADJUSTABLE WATER BOX, METHOD #3 – RESURFACING

403.16(a) Description.

If required, ramping valve castings with HMA shall be incidental to this bid item.

SECTION 403.1 RESURFACING

The following specifications cover the work involved in the asphalt pavement resurfacing program of various streets. The resurfacing program includes: contract(s) to replace curb & gutter and utility castings; grind or pulverize various streets; patch and resurface various streets.

All work done in the vicinity of any tree located in the terrace shall be completed in accordance with section 107.13 Tree Protection Specification.

SECTION 500 SEWERS AND SEWER STRUCTURES

STORM SEWER AND STRUCTURES GENERAL

The storm sewer designer for this project is Lucas Wardell, (608) 243-5894 or lwardell@cityofmadison.com.

Storm sewer pipe work shall include installing approximately 1292 feet of new storm sewer of various sizes ranging from 12" – 30" Type I RCP Storm pipe at locations shown on the plan and in accordance with these specifications.

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

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

If there are structures where the pipe walls are to be poured into the structure roof or both the pipe walls and the structure casting are to be poured in the structure roof, the Contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULOs are complete and until shop drawings are approved by the design engineer.

All castings required to complete the work shown on the plan set, shall be provided by the Contractor.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. However, the Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long. The City may obtain ULO information ahead of the project to help identify conflicts and may have a respective decrease in quantities.

BID ITEM 90030 – RIGID FRAME INLET PROTECTION - COMPLETE

DESCRIPTION

Rigid Frame Inlet Protection-Complete is intended for construction use to minimize sediment from entering storm drainage systems, and shall be installed at locations shown on the plans prior to construction or as directed by the Engineer. The installed inlet protection frame shall be installed with a dual fabric geotextile sediment bag.

Rigid Frame Inlet Protection-Complete shall follow ASTM D8057 and comply with WDNR Conservation Practice Standard 1060. All work shall be in accordance with Part II of the standard specifications.

MATERIALS

Rigid Frame Inlet Protection-Complete supplied shall be an ADS Flexstorm “Catch-it” system or an approved equal. The supplied protection system must have a corrosion resistant framing and a replaceable geotextile sediment bag.

Framed inlet protection must meet the following specifications:

1. All ASTM Standard D8057-17 requirements, including:
 - a. Bypass overflow that meets or exceeds inlet design flow
 - b. Frame and bag strong enough to handle full sediment load
 - c. The frame shall include a curb back extension and extend to protect full width of catch basin (where applicable)
2. No part of inlet protection projecting above the grate (e.g. bag fabric)
3. “Dual fabric” filter bag, with nonwoven bottom and woven top
 - a. Geotextile bag depth shall be 22”

CONSTRUCTION METHODS

The Contractor shall verify sizes of inlets and catchbasins within the project limits to select the appropriately sized Rigid Frame Inlet Protection. Install the Rigid Frame Inlet Protection in accordance with the manufacturer's instructions at the locations shown on the plan and as directed by the Construction Engineer. Perform all maintenance activities as directed by the Engineer, which shall include cleaning of the geotextile sediment bag, replacement of geotextile sediment bag as necessary, and removal of temporary inlet protection at the completion of site restoration.

METHOD OF MEASUREMENT

Rigid Frame Inlet Protection-Complete shall be measured by each installed and in adherence of construction methods listed above.

BASIS OF PAYMENT

Rigid Frame Inlet Protection-Complete shall be measured as described above which shall be full payment for procurement, installation, maintenance, removal, and for all work, materials, labor, and incidentals required to complete the work for each installed rigid frame inlet protection.

BID ITEM 90031 – FLUME OUTLET

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify the discharge of existing flume. The flume plate shall be removed and a hand formed curb and gutter and 7" concrete base shall be poured to allow water to discharge from the existing sidewalk flume to the new H-inlet which shall have a flat R-1878-B7G casting. The existing steel flume plate shall be removed and disposed and a new diamond steel plate 2ft in length, shall be installed and securely bolted to the new curb and gutter to form a smooth transition from the sidewalk to the plate. The new flume plate shall match the width of the existing flume and shall be secured with Fastenal flat head, stainless steel sleeve anchors (GSA Specifications FF-S-325 Group II, Type 3, Class 3) or approved equal. The plate shall be 2-1/4" diagonal stainless steel or aluminum. No gaps shall be allowed between the concrete walk and the plate. All edges of the new plate shall be ground so there are no spurs or sharp edges. This work shall include, but not be limited to, installation of new hand formed curb, gutter and 7" concrete floor, provision and installation of new steel plate and any work as necessary to hand form the flume outlet to the curb. The H-inlet with R-1878-B7G casting shall be paid for separately under BID ITEM 90033. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Construction Engineer or their designee and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction latest edition. This work shall include all labor, materials, sawcutting of concrete, excavation and disposal of materials and all incidentals necessary to perform the work.

METHOD OF MEASUREMENT

FLUME OUTLET shall be measured per each specific instance as constructed and approved in the field.

BASIS OF PAYMENT

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

BID ITEM 90032 –RELOCATE WATER

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main or water lateral services as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of main to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping of various sizes, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the Madison Standards Specifications for Public Works Construction, current addition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

RESURFACING 2022 – CURB & GUTTER AND CASTINGS (Contract 8617)

<u>STREET</u>	<u>LIMIT</u>	<u>LIMIT</u>
<u>PULVERIZED STREETS</u>		
MEDICAL CIR	ODANA RD	S WHITNEY WAY
<u>MILLED STREETS</u>		
COMMERCIAL AVE	SUPERIOR ST	OSCAR AVE

2022 RESURFACING

PAGE 1 OF 2

COMMERCIAL AV.

LIMITS **198 FT. EAST OF SUPERIOR ST. TO PACKERS AV. SERVICE RD** UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	1741	85.0			35 + 40 + 10		
C&G	1810	10.0					
C&G	1825	190.0			20 + 130 + 40		
C&G	1834	40.0			20 + 10 + 10		
C&G	2007 ROTH ST.	40.0					
C&G	2007 ROTH ST. / 1900	75.0					
C&G	1951, 2001 & 2510 PENNSYLVANIA AV.	250.0					
C&G	2002	584.0			145+47+20+82+30+40+200+20		
C&G	2125	260.0			115+20+20+30+75		
7"	1741	100 SF.			20X5 PARTIAL APRON		
7"	1741	25 SF.			5X5 SIDEWALK		
7"	1810	80 SF.			8X10 HC RAMP		
7"	1834	80 SF.			8X10 HC RAMP		
7"	1951	150 SF.			25X6 APRON		
7"	2002	75 SF.			15X5 PARTIAL APRON		
7"	2510 PENNSYLVANIA AV.	96 SF.			12X8 HC RAMP		
7"	2125	72 SF.			9X8 HC RAMP		
7"	2125	200 SF.			40X5 APRON		
W.F.	1810	8 SF.					
W.F.	1834	8 SF.					
W.F.	2510 PENNSYLVANIA AV.	8 SF.					
W.F.	2125	8 SF.					
INL.	1825	ADJ.					X
INL.	2007 ROTH ST.	R			REBUILD	X	
INL.	1951	ADJ.					X
INL.	2002	ADJ.					X
INL.	2510 PENNSYLVANIA AV.	R			REBUILD	X	
INL.	2002	R			REBUILD	X	
INL.	2002	R			REBUILD	X	
INL.	2125	ADJ.					X
C.B.	1825	ADJ.			IN CURB		X
C.B.	2125	ADJ.			IN PVMT.		X
V.C.							



Construction • Geotechnical
Consulting Engineering/Testing

November 18, 2021
C21051-17

Mr. Chris Petykowski
City of Madison Engineering Dept.
City-County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3345

Re: Geotechnical Services
Medical Circle
Madison, Wisconsin

Dear Mr. Petykowski:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, two soil borings were drilled along Medical Circle between Odana Road and South Whitney Way. The borings were performed on October 14, 2021 at locations selected by City personnel. Proposed boring locations were marked in the field by CGC personnel prior to drilling and are shown on a boring location map (copy attached in Appendix A). Note that actual boring locations are indicated by direction and distance in feet from Odana Road on the individual boring logs. Elevations at the boring locations were estimated using topographic information obtained from Dane County DCi Map, which should be considered approximate. The following paragraphs discuss our observations and provide opinions relative to pavement/utility construction. The following paragraphs discuss our observations and provide opinions relative to pavement/utility construction.

SUBSURFACE PROGRAM & OBSERVATIONS

The borings were drilled to depths selected by City personnel utilizing the services of Badger State Drilling (under subcontract to CGC) using a truck-mounted, rotary CME 55 drill rig equipped with hollow-stem augers. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the full exploration depth at the boring locations. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made within the borings during and shortly after drilling, which are shown on the bottom of each boring log. Note groundwater was not encountered at the boring



Mr. Chris Petykowski
City of Madison Engineering Dept.
November 18, 2021
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locations. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, nearby lake/stream stages, as well as other factors. Upon completion of drilling, the borings were backfilled to satisfy WDNR requirements, patched with asphalt and the soil samples delivered to our laboratory for classification. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System (USCS). The final logs prepared by the engineer and a description of the USCS are presented in Appendix A.

The attached boring logs indicate that somewhat variable soil conditions exist beneath the base course at the boring locations. At B1, 3.5 in. of asphalt pavement was present atop 7 in. of base course. The base course was underlain by 4.5 ft of clay soils resting atop 9.5 ft of granular soils extending to the maximum depth explored. At B2, 4 in. of asphalt pavement was present atop 8 in. of base course. The base course was underlain by 2 ft of clay soils over 7 to 9 ft of granular soils extending to the maximum depth explored. Note that the bottom 2 ft of granular soils were considered to be apparent bedrock or a possible boulder which resulted in auger refusal prior to achieving the requested depth. Please refer to the final logs included in Appendix A for additional information specific to a boring location.

PAVEMENT/UTILITY CONSTRUCTION

General

In our opinion, the clay soils encountered beneath the base course may prove *generally* satisfactory for proposed roadway support. Should areas of softer clays be encountered (such as where pocket penetrometer values are near 1 tsf or less), they may need to be undercut/removed and replaced with granular fill or additional base course. Furthermore, exposure to wet weather and significant construction traffic could destabilize the existing materials and increase the potential for undercuts. Granular materials should be thoroughly compacted and evaluated for stability before the placement of additional fill and/or base course. Pockets of excessively organic soil should also be removed. Standard earthwork-related techniques that should be used during roadway construction include:

- Proof-rolling of the exposed subgrades;
- Undercutting and/or stabilization in soft areas; and
- Compaction control of fill/backfill materials.

Should a utility alignment coincide with softer/loose conditions (which were present within the clayey sands at B2, we recommend that increased bedding thicknesses, possibly underlain by a geotextile, be considered. As stated, B2 did not achieve the requested depth due to auger refusal on suspected bedrock beginning approximately 10 ft below existing grade. *Special excavation measures such as chiseling could be necessary to accomplish deeper utility installations*, depending on the invert elevation and degree of weathering. For convenience we have included Rock Excavation Considerations in Appendix C.



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Pavement Design

Clays will control the pavement design, as we anticipate that the pavement subgrades will generally consist of clay soils. The following *generalized* parameters should be used to develop the design pavement section:

AASHTO classification	A-6
Frost group index	F-3
Design group index	14
Soil support value	3.9
Subgrade modulus, k (pci)	125
Estimated percent shrinkage	20 - 30
Estimated CBR value	2-5

Assuming Medical Circle is considered a local business/arterial street, we estimate it could receive between 51 to 275 ESALs (18,000 pound Equivalent Single Axle Loads). A typical pavement design per WisDOT Standard Specifications should meet MT (E-3) requirements. If the roadway sustains greater truck and/or bus volumes, thicker pavements could be necessary pending traffic counts. Should traffic volumes along the roadway be *less than* 3000 cars and 100 trucks per day per design lane, a typical pavement design per WisDOT Standard Specifications should then meet LT (E-1) requirements.

Compaction Requirements

Regarding utility construction, we anticipate that imported sands will be required for use as backfill which is a typical requirement for City projects. On-site sands could be considered for reuse as trench backfill but they should be separated from clay soils and selectively stockpiled. Excavated bedrock could also be considered for reuse as backfill provided it is sufficiently crushed and well graded (e.g. 50% sand-sized particles and smaller) such that excessive voids do not exist following placement. Moisture conditioning could be necessary to achieve desired compaction levels. We recommend that at least a level of 95% compaction be achieved within backfill material placed within the final 3 feet below finished subgrades (including undercut backfill - if any), with 90% compaction required at depths greater than 3 feet. The specified levels of compaction are based on modified Proctor methods (ASTM D1557). In addition, the backfill material should be placed and compacted in accordance with our Recommended Compacted Fill Specifications presented in Appendix B.



Mr. Chris Petykowski
City of Madison Engineering Dept.
November 18, 2021
Page 4

We appreciate the opportunity to be of service on this project and look forward to working with you as it proceeds. Other information regarding this report and its limitations is included in Appendix D.

We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,

CGC, Inc.

A handwritten signature in black ink that reads "Michael N. Schultz".

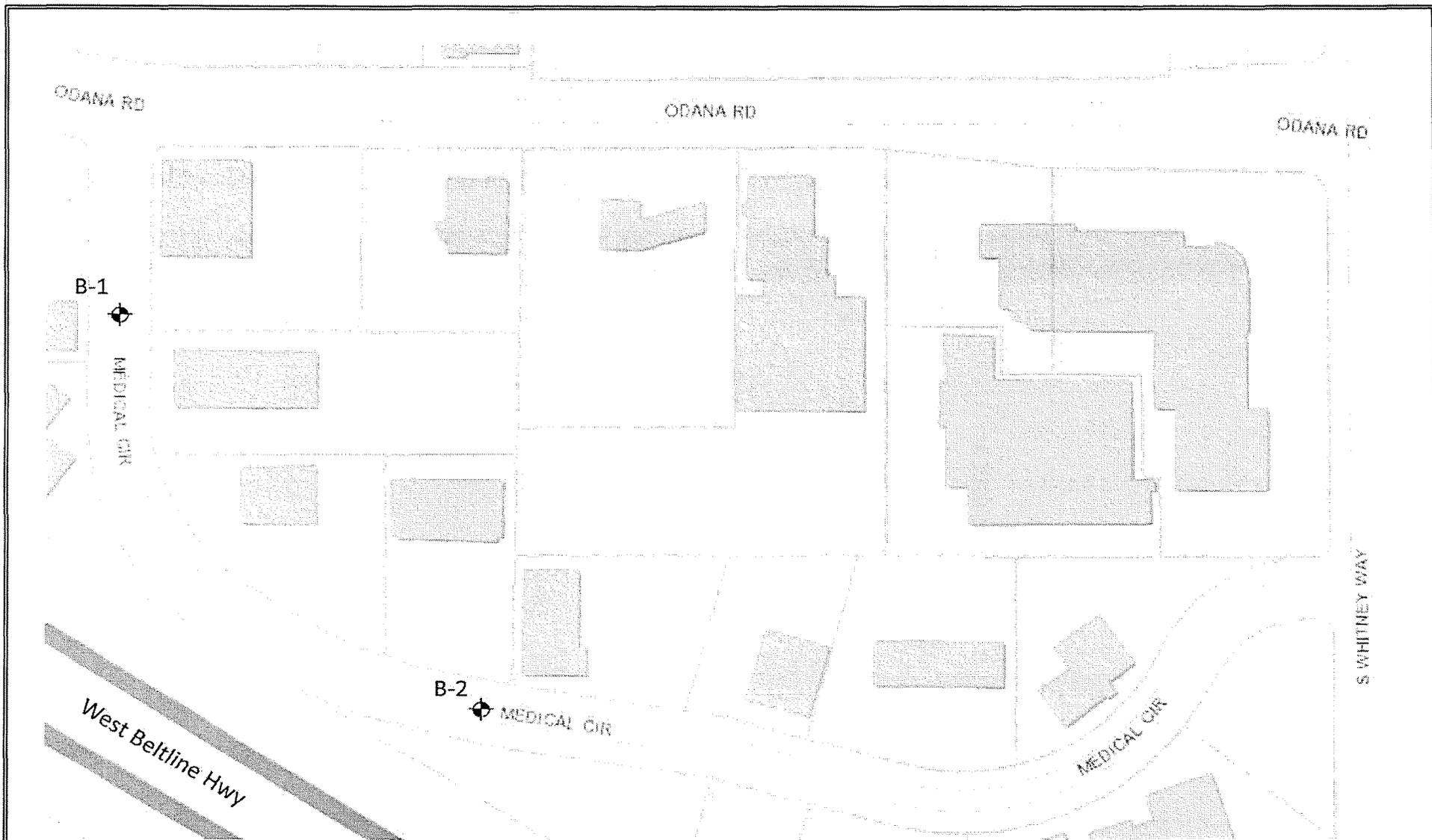
Michael N. Schultz, P.E.
Principal/Consulting Professional

Encl: Appendix A - Soil Boring Location Map
 Logs of Test Borings (2)
 Log of Test Borings-General Notes
 Unified Soil Classification System
Appendix B - Recommended Compacted Fill Specifications
Appendix C - Rock Excavation Considerations
Appendix D - Document Qualifications

Cc: Ms. Johanna Johnson, City of Madison, Eng. Division
 Ms. Christy Bachmann, City of Madison, Eng. Division
 Mr. Adam Weiderhoeft, Madison Water Utility

APPENDIX A

**SOIL BORING LOCATION MAP
LOGS OF TEST BORINGS (2)
LOG OF TEST BORINGS-GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM**



Legend

◆ Denotes Boring Location

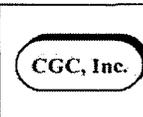


Notes

1. Soil Borings performed by Badger State Drilling in October 2021
2. Boring locations are approximate

Scale: Reduced

Date: 10/2021
Job No. C21051-17



Soil Boring Location Map
Medical Circle
Madison, WI



LOG OF TEST BORING

Project Medical Circle
215'S of Odana, 10'E of Centerline
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 1030±
 Job No. C20051-17
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	REC (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					3.5 in. Asphalt Pavement/7 in. Base Course					
1	16	M	7		Stiff, Brown Lean CLAY (CL)	(1.5)				
2	8	M	6		Having Trace to Little Sand Near 4.5'	(1.25)				
3	14	M	58		Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	18	M	25							
5	18	M	47							
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 10/14/21 End 10/14/21
 Driller BSD Chief MC Rig CME-55
 Logger KD Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Medical Circle
800'S and E of Odana, 10'N of Centerline
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 1010±
 Job No. C20051-17
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					X	4 in. Asphalt Pavement/8 in. Base Course				
1	8	M	14		/	Very Stiff, Brown Lean CLAY, Trace Sand (CL) (2.25)				
2	10	M	9		-	Loose, Brown Clayey Fine SAND, Trace Gravel (SC)				
3	16	M	24		.	Medium Dense, Brown Fine to Medium SAND, with Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4	12	M	70		.	Very Dense, Brown Fine to Medium SAND, Some Gravel and Silt, Scattered Cobbles (SM)				
				10	-	Apparent Bedrock or Possible Boulder				
				15		End Boring at 12 ft Due to Auger Refusal on Apparent Bedrock or Possible Boulder Borehole backfilled with bentonite chips and asphalt patch				
				20						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>10/14/21</u> End <u>10/14/21</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>KD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	

CGC, Inc.

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders.....	Larger than 12".....	Larger than 12"
Cobbles.....	3" to 12".....	3" to 12"
Gravel: Coarse.....	¾" to 3".....	¾" to 3"
Fine.....	4.76 mm to ¾".....	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium.....	0.42 to mm to 2.00 mm.....	#40 to #10
Fine.....	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm.....	Smaller than #200
Clay.....	Smaller than 0.005 mm.....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

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

Relative Density

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

Relative Proportions Of Cohesionless Soils

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

Consistency

Term	q _u -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

Organic Content by Combustion Method

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

Plasticity

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

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

SYMBOLS

Drilling and Sampling

CS - Continuous Sampling
RC - Rock Coring: Size AW, BW, NW, 2"W
RQD - Rock Quality Designation
RB - Rock Bit/Roller Bit
FT - Fish Tail
DC - Drove Casing
C - Casing: Size 2 ½", NW, 4", HW
CW - Clear Water
DM - Drilling Mud
HSA - Hollow Stem Auger
FA - Flight Auger
HA - Hand Auger
COA - Clean-Out Auger
SS - 2" Dia. Split-Barrel Sample
2ST - 2" Dia. Thin-Walled Tube Sample
3ST - 3" Dia. Thin-Walled Tube Sample
PT - 3" Dia. Piston Tube Sample
AS - Auger Sample
WS - Wash Sample
PTS - Peat Sample
PS - Pitcher Sample
NR - No Recovery
S - Sounding
PMT - Borehole Pressuremeter Test
VS - Vane Shear Test
WPT - Water Pressure Test

Laboratory Tests

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

Water Level Measurement

▽ - Water Level at Time Shown
NW - No Water Encountered
WD - While Drilling
BCR - Before Casing Removal
ACR - After Casing Removal
CW - Cave and Wet
CM - Caved and Moist

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

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size)		
Clean Gravels (Less than 5% fines)		
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size		GW Well-graded gravels, gravel-sand mixtures, little or no fines
		GP Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	
		GM Silty gravels, gravel-sand-silt mixtures
		GC Clayey gravels, gravel-sand-clay mixtures
Clean Sands (Less than 5% fines)		
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size		SW Well-graded sands, gravelly sands, little or no fines
		SP Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	
		SM Silty sands, sand-silt mixtures
		SC Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)		
SILTS AND CLAYS Liquid limit less than 50%		ML Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater		MH Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH Inorganic clays of high plasticity, fat clays
		OH Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS		PT Peat and other highly organic soils

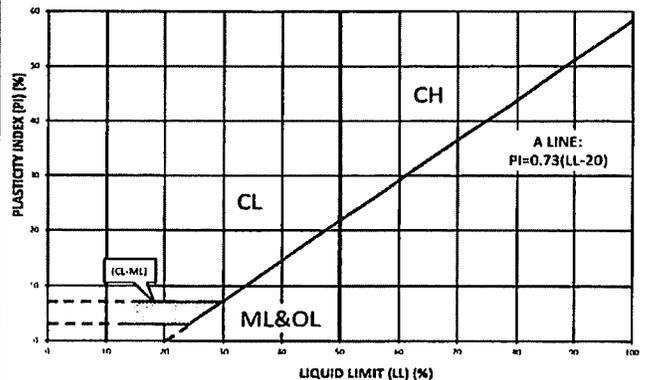
LABORATORY CLASSIFICATION CRITERIA

GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line or P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for GW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
SC	Atterberg limits above "A" line with P.I. greater than 7	

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent GW, GP, SW, SP
 More than 12 percent GM, GC, SM, SC
 5 to 12 percent Borderline cases requiring dual symbols

PLASTICITY CHART



APPENDIX B

RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX B

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

General Fill Materials

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. Fill containing rock, boulders or concrete pieces should include sufficient finer material to fill voids among the larger fragments.

Special Fill Materials

In certain cases, special fill materials may be required for specific purposes, such as stabilizing subgrades, backfilling undercut excavations or filling behind retaining walls. For reference, WisDOT gradation specifications for various types of granular fill are attached in Table 1.

Placement Method

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 2. Note that these compaction guidelines would generally not apply to coarse gravel/stone fill. Instead, a method specification would apply (e.g., compact in thin lifts with a vibratory compactor until no further consolidation is evident).

Testing Procedures

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisture-maximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.

**Table 1
Gradation of Special Fill Materials**

Material	WisDOT Section 311	WisDOT Section 312	WisDOT Section 305			WisDOT Section 209		WisDOT Section 210
	Breaker Run	Select Crushed Material	3-in. Dense Graded Base	1 1/4-in. Dense Graded Base	3/4-in. Dense Graded Base	Grade 1 Granular Backfill	Grade 2 Granular Backfill	Structure Backfill
Sieve Size	Percent Passing by Weight							
6 in.	100							
5 in.		90-100						
3 in.			90-100					100
1 1/2 in.		20-50	60-85					
1 1/4 in.				95-100				
1 in.					100			
3/4 in.			40-65	70-93	95-100			
3/8 in.				42-80	50-90			
No. 4			15-40	25-63	35-70	100 (2)	100 (2)	25-100
No. 10		0-10	10-30	16-48	15-55			
No. 40			5-20	8-28	10-35	75 (2)		
No. 100						15 (2)	30 (2)	
No. 200			2-12	2-12	5-15	8 (2)	15 (2)	15 (2)

Notes:

- Reference: Wisconsin Department of Transportation *Standard Specifications for Highway and Structure Construction*.
- Percentage applies to the material passing the No. 4 sieve, not the entire sample.
- Per WisDOT specifications, both breaker run and select crushed material can include concrete that is 'substantially free of steel, building materials and other deleterious material'.

**Table 2
Compaction Guidelines**

Area	Percent Compaction (1)	
	Clay/Silt	Sand/Gravel
<u>Within 10 ft of building lines</u>		
Footing bearing soils	93 - 95	95
Under floors, steps and walks		
- Lightly loaded floor slab	90	90
- Heavily loaded floor slab and thicker fill zones	92	95
<u>Beyond 10 ft of building lines</u>		
Under walks and pavements		
- Less than 2 ft below subgrade	92	95
- Greater than 2 ft below subgrade	90	90
Landscaping	85	90

Notes:

- Based on Modified Proctor Dry Density (ASTM D 1557)

APPENDIX C

ROCK EXCAVATION CONSIDERATIONS

APPENDIX C

ROCK EXCAVATION CONSIDERATIONS

In order to minimize probable "rock" excavation expenses during construction, we suggest that project specifications incorporate the following:

- A. It is assumed that all excavations to levels and dimensions required by the Contract Documents are earth excavation. Earth excavation includes removal and disposal of all materials encountered except rock/sound bedrock which is defined as natural materials which:
 - 1. Cannot be excavated with a minimum 3/4 cubic yard capacity backhoe without drilling and blasting;
 - 2. Cannot be economically removed with a one-tooth ripper on a D8 cat (or equivalent);
 - 3. Requires the use of special equipment such as a pneumatic hammer;
 - 4. Requires the use of explosives (after obtaining written permission of the owner).
- B. Examples of material classified as rock are boulders 1/2 cubic yard or more in volume, bedrock, rock in ledges, and rock-hard cementitious aggregate deposits.
- C. Do not proceed with rock excavation work until architect, engineer and/or testing firm (i.e., CGC) has taken the necessary measures to determine quantity of rock excavation required to complete the work. Measurements will be taken after properly stripped of earth by the contractor. Contractor will be paid the difference between the cost of rock and earth excavation based on an agreed upon unit price established prior to starting rock excavation.

A statement should also be included in the specifications to the effect that: "Stated models of earth excavation equipment are merely for purposes of defining the various excavation categories and are not intended to indicate the brand or type of equipment that is to be used."

APPENDIX D
DOCUMENT QUALIFICATIONS

APPENDIX D

DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you* - should apply the report for any purpose or project except the one originally contemplated.

READ THE FULL REPORT

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.*

SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who

developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

Do not over-rely on the confirmation-dependent recommendations included in your report. *Those confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *CGC cannot assume responsibility or liability for the report's confirmation-dependent recommendations if we do not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical engineering report. Confront that risk by having CGC participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

DO NOT REDRAW THE ENGINEER'S LOGS

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

READ RESPONSIBILITY PROVISIONS CLOSELY

Some clients, design professionals, and constructors do not recognize that geotechnical engineering is far less exact than other engineering

disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

ENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention.* *Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

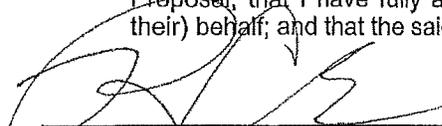
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Geotechnical Business Council
of the Geoprofessional Business Association
8811 Colesville Road, Suite G 106
Silver Spring, MD 20910

SECTION E: BIDDERS ACKNOWLEDGEMENT
RESURFACING 2022 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8617

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

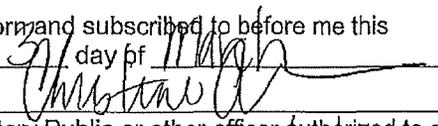
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Paris Construction LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin; a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



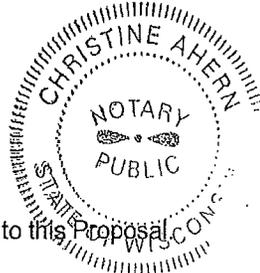
 SIGNATURE
president

 TITLE, IF ANY

Sworn and subscribed to before me this 27 day of March, 2022.



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



Contract 8617 – Parisi Construction, LLC

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.

Please select the method of submission below. The form can be found below for filling out online or download and submit by hand.

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

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

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

Best Value Contracting

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

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

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

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

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

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

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

RESURFACING 2022 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8617

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

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

Prime Bidder Certification

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

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

Christine Al
Witness' Signature
3/3/2022
Date

[Signature]
Bidder's Signature

RESURFACING 2022 - CURB & GUTTER AND CASTINGS

CONTRACT NO. 8617

DATE: 3/3/2022

Parisi Construction, LLC

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$2,600.00	\$2,600.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$520.00	\$520.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	15.00	\$77.00	\$1,155.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	20.00	\$150.00	\$3,000.00
10790.0 - RAILROAD INSURANCE - WSOR - LUMP SUM	1.00	\$2,900.00	\$2,900.00
10790A - RAILROAD INSURANCE - CPR - LUMP SUM	1.00	\$2,900.00	\$2,900.00
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	20.00	\$15.00	\$300.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$15,000.00	\$15,000.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$30,000.00	\$30,000.00
20101.0 - EXCAVATION CUT - CY	25.00	\$39.00	\$975.00
20205.0 - SELECT FILL - CY	25.00	\$14.00	\$350.00
20217.0 - CLEAR STONE - TON	150.00	\$18.25	\$2,737.50
20221.0 - TOPSOIL - SY	110.00	\$7.60	\$836.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	1850.00	\$2.10	\$3,885.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	1.00	\$520.00	\$520.00
20312.0 - REMOVE CATCHBASIN - EACH	1.00	\$520.00	\$520.00
20313.0 - REMOVE INLET - EACH	3.00	\$520.00	\$1,560.00
20314.0 - REMOVE PIPE - LF	65.00	\$31.50	\$2,047.50
20321.0 - REMOVE CONCRETE PAVEMENT - SY	50.00	\$8.40	\$420.00
20322.0 - REMOVE CONCRETE CURB AND GUTTER - LF	100.00	\$4.20	\$420.00
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - SF	200.00	\$2.00	\$400.00
20336.0 - PIPE PLUG - EACH	1.00	\$150.00	\$150.00
20701.0 - TERRACE SEEDING - SY	110.00	\$4.00	\$440.00
21001.0 - EROSION CONTROL PLAN & IMPLEMENTATION - LUMP SUM	1.00	\$450.00	\$450.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	3.00	\$230.00	\$690.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$1,500.00	\$1,500.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	50.00	\$5.00	\$250.00
21031.0 - INLET PROTECTION, TYPE C - COMPLETE - EACH	12.00	\$220.00	\$2,640.00
21063.0 - EROSION MATTING, CLASS 1, TYPE A - ORGANIC - SY	110.00	\$3.70	\$407.00
30122.0 - EPOXY COATED BAR STEEL REINFORCING - 1/2" - LF	100.00	\$0.65	\$65.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - LF	100.00	\$27.50	\$2,750.00
30301.0 - 5 INCH THICK CONCRETE SIDEWALK - SF	100.00	\$10.00	\$1,000.00
30302.0 - 7 INCH THICK CONCRETE SIDEWALK AND DRIVE - SF	100.00	\$10.00	\$1,000.00
30330.0 - PROFILE SAW CUT - LF	20.00	\$31.00	\$620.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF	64.00	\$22.00	\$1,408.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADE NO.2 OR NO.3 - TON	25.00	\$17.00	\$425.00
40251.0 - ASPHALT MATERIAL FOR CURB FRONT FILL - LF	1600.00	\$8.20	\$13,120.00
40308.0 - RAMPING SAS - EACH	4.00	\$310.00	\$1,240.00
40362.0 - ADJUST ACCESS STRUCTURE CASTING, RESURFACING - STORM - EACH	2.00	\$750.00	\$1,500.00
40362.0 - ADJUST ACCESS STRUCTURE CASTING, RESURFACING - SANITARY - EACH	6.00	\$750.00	\$4,500.00

RESURFACING 2022 - CURB & GUTTER AND CASTINGS

CONTRACT NO. 8617
DATE: 3/3/2022

Parisi Construction, LLC

Item	Quantity	Price	Extension
40363.0 - ADJUST CATCHBASIN CASTING, RESURFACING - EACH	1.00	\$690.00	\$690.00
40364.0 - ADJUST INLET CASTING, TYPE "H", RESURFACING - EACH	4.00	\$390.00	\$1,560.00
40365.0 - ADJUST INLET CASTING, "TUB" TYPE, RESURFACING - EACH	1.00	\$1,300.00	\$1,300.00
40366.0 - REBUILD INLET - RESURFACING - EACH	4.00	\$1,900.00	\$7,600.00
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EACH	24.00	\$390.00	\$9,360.00
40368.0 - ADJUST VALVE CASTING, METHOD #2 - RESURFACING - EACH	1.00	\$390.00	\$390.00
40369.0 - INSTALL ADJUSTABLE VALVE BOX RISER - EACH	10.00	\$220.00	\$2,200.00
40371.0 - REBUILD ACCESS STRUCTURE TOP - RESURFACING - EACH	1.00	\$1,300.00	\$1,300.00
40382.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED - RESURFACING - LF	1860.00	\$52.00	\$96,720.00
40391.0 - REMOVE AND REPLACE 5 INCH THICK CONCRETE SIDEWALK - RESURFACING - SF	250.00	\$12.75	\$3,187.50
40392.0 - REMOVE AND REPLACE 7 INCH THICK CONCRETE SIDEWALK AND DRIVE - RESURFACING - SF	1375.00	\$12.75	\$17,531.25
50211.0 - SELECT BACKFILL FOR STORM SEWER - TF	1221.00	\$0.01	\$12.21
50227.0 - UTILITY TRENCH PATCH TYPE IV - TF	1221.00	\$13.00	\$15,873.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - LF	192.00	\$90.00	\$17,280.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - LF	432.00	\$76.00	\$32,832.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - LF	586.00	\$72.00	\$42,192.00
50407.0 - 30 INCH TYPE I RCP STORM SEWER PIPE - LF	11.00	\$160.00	\$1,760.00
50499.0 - CONCRETE COLLAR - EACH	1.00	\$480.00	\$480.00
50723.0 - 3' X 3' STORM SAS - EACH	3.00	\$2,800.00	\$8,400.00
50724.0 - 4' X 4' STORM SAS - EACH	6.00	\$3,200.00	\$19,200.00
50725.0 - 5' X 5' STORM SAS - EACH	1.00	\$5,700.00	\$5,700.00
50741.0 - TYPE H INLET - EACH	10.00	\$2,700.00	\$27,000.00
50767.0 - TERRACE INLET TYPE 2 - EACH	1.00	\$8,700.00	\$8,700.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	3.00	\$1,300.00	\$3,900.00
50801.0 - UTILITY LINE OPENING (STORM) - EACH	5.00	\$760.00	\$3,800.00
70101.0 - FURNISH AND INSTALL STYROFOAM - EACH	10.00	\$23.25	\$232.50
90030.0 - RIGID FRAME INLET PROTECTION - COMPLETE - EACH	8.00	\$220.00	\$1,760.00
90031.0 - FLUME OUTLET - EACH	1.00	\$1,600.00	\$1,600.00
90032.0 - RELOCATE WATER (UNDISTRIBUTED) - EACH	5.00	\$2,800.00	\$14,000.00
69 Items	Totals		\$453,761.46

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

Paris Construction, LLC
COMPANY NAME AFFIX SEAL DATE January 13, 2021

By: [Signature] president
SIGNATURE AND TITLE

SURETY

Western Surety Company
COMPANY NAME AFFIX SEAL DATE January 11, 2022

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

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6502661 for the year 2022 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 11, 2022
DATE

[Signature]
AGENT SIGNATURE Trudy A. Szalewski

10700 Research Drive - #450
ADDRESS

Milwaukee, WI 53226
CITY, STATE AND ZIP CODE

414-225-5394
TELEPHONE NUMBER

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

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) 1/11/2022 to 1/10/2024
NAME OF SURETY Western Surety Company
NAME OF CONTRACTOR Parisi Construction, LLC
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

January 13, 2022

DATE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2021.

WESTERN SURETY COMPANY

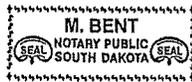


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of January 2022



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 29th day of March in the year Two Thousand and Twenty-Two between PARISI CONSTRUCTION, LLC 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 MARCH 29, 2022, 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:

RESURFACING 2022 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8617

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of FOUR HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED SIXTY-ONE AND 46/100 (\$453,761.46) 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.

**RESURFACING 2022 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8617**

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, LLC

Company Name

Christine Ahern

3/28/2022

3/28/2022

Witness

Date

President

Date

[Signature]

3/28/2022

3/28/2022

Witness

Date

Secretary

Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]

4/14/2022

Finance Director

Date

[Signature]

4/15/22

City Attorney

Date

[Signature]

4/15/22

Witness

Date

[Signature]

4/15/22

Mayor

Date

[Signature]

4-6-2022

Witness

Date

Thomas Lund for

4/6/22

City Clerk

Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **PARISI CONSTRUCTION, LLC** as principal, and Western Surety Company Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FOUR HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED SIXTY-ONE AND 46/100 (\$453,761.46)** 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:

**RESURFACING 2022 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8617**

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 30th day of March, 2022.

Countersigned:

Christine Al
Witness

[Signature]
Secretary

Approved as to form:

Michael Heas
City Attorney

PARISI CONSTRUCTION, LLC
Company Name (Principal)
[Signature]
President Seal

Western Surety Company

Surety Seal
 Salary Employee Commission

By [Signature]
Attorney-in-Fact Trudy A. Szalewski

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6502661 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

3/30/2022
Date

[Signature]
Agent Signature Trudy A. Szalewski

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2021.



WESTERN SURETY COMPANY

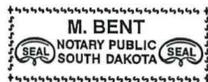
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of March 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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