

\$558,855.00  
ORIGINAL

BID OF PARISI CONSTRUCTION, LLC

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022

CONTRACT NO. 8692

MUNIS NO. 14335

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON FEBRUARY 28, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

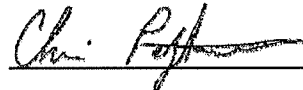
**FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8692**

**INDEX**

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

This Proposal, and Agreement have  
been prepared by:

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

 For:

James M. Wolfe, City Engineer

JMW: ac

## 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:	FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	8692
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	January 19, 2023
BID SUBMISSION (2:00 P.M.)	January 19, 2023
BID OPEN (2:30 P.M.)	January 26, 2023
PUBLISHED IN WSJ	January 12 & 19, 2023

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 Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, [tlomax@cityofmadison.com](mailto:tlomax@cityofmadison.com).

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8692

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

The work under this contract shall include, but is not limited to, installation storm sewer structures and pipes, base preparation, curb and gutter, asphalt pavement, sidewalk, shared-use path, driveway aprons, median islands, pavement markings, and ground restoration.

The project limits for the work to reconstruct Felland Road are from approximately Sanctuary Drive to Autumn Lake Parkway, both future streets in the Village at Autumn Lake Subdivision. The length of Felland Road reconstruction is approximately 1120 ft. The project limits for the work to construct the extension of Sanctuary Drive, OL 69 Alley, and Autumn Lake Parkway are from the end of the Village at Autumn Lake: Phases 12 & 13 development to Felland Road.

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

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

It is expected that certain items of work will require multiple mobilizations to meet the requirements of the excavation, the restoration, and erosion control requirements.

##### **Existing Items to Remain**

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2. The Contractor shall maintain access for property owners.

##### **Access to Properties**

The Contractor shall maintain access to all properties along the project area at all times except as noted in these specifications. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles.

### **Coordination with Adjacent Private Development**

The Contractor shall coordinate with the adjacent Veridian Homes development, the Village at Autumn Lake: Phases 12 & 13, on the westerly-side of Felland Road. The private development will be on-going during the majority of this project, and the private contractor will need continued access into and out of the subdivision, likely using Tranquility Trail which shall remain open during the entire duration of construction.

The Village at Autumn Lake: Phases 12 & 13 include sanitary sewer work into Felland Road that will be coordinated with this project and completed while Felland Road is closed to thru-traffic. The Contractor shall coordinate with Capitol Underground, the private developer's Contractor, to complete this work and provide the time and space necessary for the sanitary pipes and structures installation.

The sanitary work from the Village at Autumn Lake: Phase 12 (Project No. 13856/Contract No. 9098) is adjacent to the Sanctuary Drive intersection and includes the installation of a sanitary pipe from structure SAS#5 to structure SAS#5A, and the installation of structure SAS#5A itself as well as the 4" stub out of this structure.

The Sanitary work from the Village at Autumn Lake: Phase 13 (Project No. 13857/Contract No. 9100) is adjacent to the Autumn Lake Parkway intersection and includes the installation of a sanitary pipe from structure SAS#6 to structure SAS#7, and the installation of SAS#7 itself, including the 8" stubs to the North, South and East (to the Felland Right-of-Way limits). Note that this sanitary work is adjacent to and crosses underneath the existing MG&E High-Pressure gas line along the easterly-side of Felland Road.

The Contractor shall contact Dan Day, [dday@donofrio.cc](mailto:dday@donofrio.cc), and Tom Wordell, [twordell@donofrio.cc](mailto:twordell@donofrio.cc) of D'Onofrio Kottke and Associates, the developer's engineer, and Brent Conwell, [BConwell@capitolunderground.com](mailto:BConwell@capitolunderground.com) or (608) 354-9428, of Capitol Underground, the developer's contractor, to coordinate all of the above mentioned work.

### **Coordination with the Town of Burke**

The Contractor shall coordinate with the Town of Burke prior to closing down thru-access on Felland Road. The Contractor shall be aware that the Town is planning work on Reiner Road in the Summer of 2023, the exact timeline of that project is not known at this time, though it will likely be mid-to-late Summer 2023. The Contractor shall coordinate with the Town to reduce overlapping impacts of street closures as much as possible. The contractor shall contact PJ Lentz, [cler@townofburke.com](mailto:cler@townofburke.com), the Town's Administrator Clerk Treasurer to coordinate road closures and material hauling access.

### **Coordination with Utilities**

Work in this contract will require utility relocations to reconstruct Felland Road and construct the off-street path. It will be the responsibility of the Contractor to coordinate and work with the utilities located in the right of way to resolve conflicts during the construction process. The contractor shall provide time and space for the utilities to resolve conflicts, relocate and/or extend their utilities as needed.

MG&E has a high-pressure gas line running north/south along the easterly-side of Felland Road. Previous gas ULOs are shown on the plans. When crossing MG&E's Existing 8" Steel High Pressure Pipe on Felland Road, the contractor shall expose the pipe without damaging the coating and support the pipe with straps hanging from an I-Beam (or equivalent) spanning the width of the trench to prevent the pipe from sagging. Before digging and support begins, an MG&E watchdog will need to be contacted & informed as to means and methods for supporting the gas main and present at all times when digging around the pipe. The contact number is 608-800-9415 for the watchdog.

MG&E will also be installing a new gas service line during construction along Felland Road. The contractor shall coordinate with Roger Ahles, [rahles@mge.com](mailto:rahles@mge.com) of MG&E to coordinate this work.

MG&E has overhead electrical lines running north/south along the easterly-side of Felland Road. There is one pole that will need to be relocated along Felland Rd at STA 131+23, on the southwestern-corner of the Autumn Lake Parkway & Felland Road intersection. The contractor shall coordinate with Mark Bohm, [mbohms@mge.com](mailto:mbohms@mge.com) and Tony Sanfratello, [asanfratello@mge.com](mailto:asanfratello@mge.com) of MG&E on the pole relocation and

provide time and space for MG&E to complete the relocation. The pole shall be relocated so that it is centered on the new terrace at Felland STA 131+16 in order to not conflict with any future east-west crossing sidewalk ramps. Charter communications also has utilities along MG&E's poles.

#### **SECTION 107.6      DUST PROOFING**

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

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

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

The Contractor shall email an acceptable Traffic Control Plan to Lukas Collins, [lcollins@cityofmadison.com](mailto:lcollins@cityofmadison.com) City Traffic Engineering prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, electronic flashing arrow boards, and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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

The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, one (1) working day prior to placement of the plates.

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

No construction equipment or materials shall be stored in the 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.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

Emergency vehicle access shall be maintained to all properties at all times.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses on Felland Road 48 hours before any work is done that would obstruct their driveways.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villarreal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.  
[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

**FELLAND ROAD**

Contractor shall place portable changeable message boards at least one (1) week in advance of the start of work on Felland Road, notifying the public of the start of construction. Message boards are to be placed on Felland Road at the project limits in both directions.

Message boards shall read:

“FELLAND  
CLOSURE  
BEGINS

Day of Week  
Month/Date”

Felland Road between Tranquility Trail and Burke Road shall be closed to through traffic for the duration of the project with access to local driveways being maintained at all times except during closures to facilitate utility installation and paving. Notice shall be given to the residents on Felland Road 48 hours before any work is done that would obstruct their driveways. A detour shall be signed to use City View Drive.

**NOTIFICATION WHEN CLOSING STREET**

Notify Lukas Collins, [lcollins@cityofmadison.com](mailto:lcollins@cityofmadison.com) when portable changeable message boards are placed to coordinate news release and existing sign removal. The Contractor shall not remove traffic signs. City Traffic Engineering will remove signs free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

**OPENING OF SECTION OF STREET TO TRAFFIC**

The contractor shall notify Lukas Collins, [lcollins@cityofmadison.com](mailto:lcollins@cityofmadison.com) of completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven (7) working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Lukas Collins, City of Madison Traffic Engineering Division, [LCollins@cityofmadison.com](mailto:LCollins@cityofmadison.com), 261-9625 with any questions concerning these traffic control specifications.

## **SECTION 108.2      PERMITS**

The City of Madison will obtain a City of Madison Erosion Control Permit and Wisconsin DNR Notice of Intent (NOI) prior to the preconstruction meeting for this project.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or their designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit will be provided at the preconstruction meeting and is available at the City of Madison, Engineering Division office.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

## **SECTION 109.2      PROSECUTION OF WORK**

The Contractor may begin work as early as **April 3, 2023**. All work under this contract shall be completed by **June 30, 2023**. The Contractor shall notify the Engineer of their anticipated start date a minimum of 4 weeks prior to that date.

Work shall begin only after the contract is fully signed and executed and 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, and the agreed upon date must be determined prior to the preconstruction meeting. Depending on the status of contract routing, it may not be feasible to start prior to the date above.

## **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. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

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

### **Excavation Summary for Roadway Work**

Work under this item shall include all excavation and fill required for Felland Road and the adjacent shared-use path. The grading limits are shown on the plans and cross-sections.

The plan quantity for excavation includes all necessary topsoil stripping under Felland Road and the adjacent shared-use path. Reusing topsoil material from on-site shall be paid separately. Excavation Cut shall be paid as a pay plan quantity. These items shall be in accordance with Article 201 and 202 of the Standard Specifications. Materials cannot be mined onsite adjacent to the project.



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

- Excavation Cut (Felland Road and adjacent shared-use path)
  - Estimated Stripped Felland Road Pavement Material (asphalt & base) ..... 980 CY
  - Estimated Topsoil Stripping: ..... 1270 CY
    - o Assumed 10" Topsoil Depth, based on previous grading in area by private contractor
  - Estimated Undercut: ..... 900 CY
  - Estimated Remaining Excavated Material: ..... 760 CY
- Total Unclassified Excavation Cut for Roadway, paid under 20101: ..... 3910 CY

SEE TITLE SHEET FOR COMBINED EARTHWORK SUMMARY

**BID ITEM 20205 – SELECT FILL**

This item shall be used in fill areas under the roadway, as indicated on the typical sections details. Suitable material that is excavated from the site shall be re-used in fill areas, and reusing material from on-site shall be considered incidental to the excavation cut item. This item shall only be paid when Select Fill needs to be brought to the site from elsewhere. See cross sections for specific locations of fill areas. A minimum of 2" of select fill shall also be installed under all new sidewalk, unless otherwise directed. Select fill under sidewalk shall be considered incidental to that item of work.

- Estimated Select Fill needed: ..... 470 CY

**BID ITEM 20401 – CLEARING (UNDISTRIBUTED)**

**BID ITEM 20406 – GRUBBING (UNDISTRIBUTED)**

These bid items for Clearing and Grubbing shall be measured and paid per the Inch Diameter as indicated in the Standard Specifications. These bid items are to be used for Clearing and Grubbing individual trees that are not part of a dense tree or shrub area as shown on the plans on the easterly-side of Felland Road. These bid items are to be used if necessary on the westerly-side of Felland Road for the installation and grading of the off-street path. All work shall be completed per Article 204 the Standard Specifications.

**BID ITEM 20404 – CLEARING**

**BID ITEM 20409 – GRUBBING**

**DESCRIPTION**

This bid item is to be used for clearing and grubbing trees and brush within the dense areas on the easterly-side of Felland Road. The necessary clearing on the westerly-side of Felland was already completed in Fall 2022 by the Autumn Lake Subdivision Developer's Contractor.

The limits of the dense tree/brush areas are shown on the plans, and Clearing & Grubbing shall be completed to the slope intercept limits on the easterly-side of Felland. Clearing & Grubbing, Area shall include all trees and shrubs that need to be removed, including all larger trees. All work for clearing and grubbing the tree and brush lines shall be completed per Article 204 of the Standard Specifications.

There are multiple densely covered areas with the limits of this project, including the following; approximately 140 SY on the easterly-side of Felland from STA 123+03 to STA 124+91; approximately 25 SY on the easterly-side of Felland from STA 126+08 to STA 126+70; approximately 35 SY on the easterly-side of Felland from STA 127+25 to STA 126+70; and approximately 90 SY on the easterly-side of Felland from STA 128+76 to STA 130+03.

**METHOD OF MEASUREMENT**

This bid item for Clearing & Grubbing, Area is to be measured and paid by the Lump Sum. The Lump Sum quantity includes all locations as indicated in the description. Upon completion of the area on the easterly-side of Felland Road from Station 123+03 to Station 124+91, 0.48 of the Lump Sum shall be paid. Upon completion of the area on the easterly-side of Felland Road from Station 126+08 to Station 126+70, 0.09 of the Lump Sum shall be paid. Upon completion of the area on the easterly-side of Felland Road from Station 127+25 to Station 126+70, 0.12 of the Lump Sum shall be paid. Upon completion of the area on the easterly-side of Felland Road from Station 128+76 to Station 130+03, 0.31 of the Lump Sum shall be paid.

**BASIS OF PAYMENT**

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

**METHOD OF MEASUREMENT**

These bid items for Clearing and Grubbing are to be measured and paid by the Lump Sum for acceptably completed work.

**BASIS OF PAYMENT**

These items, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

**ARTICLE 500                    SEWER AND SEWER STRUCTURES GENERAL**

The storm sewer designer for the project is Matt Allie and may be contacted at (608) 266-4058 or MAllie@cityofmadison.com.

**STORM SEWER GENERAL**

Storm sewer installation shall include pipe work on Felland Road. 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. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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 their 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.

Precast structures are only allowed where field poured structures are not specifically called for and no precast structures are allowed until approval of the design engineer has been received.

#### **SECTION 507.3(d)      STORM SEWER CONNECTIONS – NEW PIPE CONNECTIONS**

Where a new public TYPE II or III storm pipe is being connected into new precast H inlet concrete structure the contractor shall provide a Kor-N-Seal or approved prefabricated connection to connect the new pipe to new H inlet structure as detailed in Standard Detail Drawing 5.7.31, Flexible Pipe to SAS Connector.

Where a new public TYPE I storm pipe is being connected into a new precast concrete structure the contractor shall be made with the use of concrete collar. The work shall be done in accord with Standard Detail Drawing 5.4.5 Concrete Collar.

Where any type of new public storm pipe is being connected into new poured-in-place concrete structure the contractor shall pour structure around new pipe connection as detailed in Standard Detail Drawing 5.7.3, Storm Sewer Field Poured SAS and Catch Basins.

#### **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.

#### **BID ITEM 90001 – GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED)**

##### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals necessary to provide and install **Mirafi RS580i, TerraTex HPG HM58, or an approved equal.**

##### **CONSTRUCTION METHODS**

The Geosynthetic Reinforcement Fabric shall be installed in accordance with the manufacturer's recommendations, including the amount of overlap between rolls. A maximum of 12" of Undercut shall be removed, under the entire road area, and replaced with Breaker Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the Geosynthetic Reinforcement Fabric in 8 to 12-inch loose lifts. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed Geosynthetic Reinforcement Fabric.

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

The Geosynthetic Reinforcement Fabric shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity, and will only be paid once.

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

Geosynthetic Reinforcement Fabric shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above

**APPENDIX A**

**SOIL BORING LOCATION MAP  
LOGS OF TEST BORINGS (3)  
LOG OF TEST BORING-GENERAL NOTES  
UNIFIED SOIL CLASSIFICATION SYSTEM**



**Legend**

◆ Denotes Boring Location

**Notes**

1. Soil Borings performed by America's Drilling Co. in September 2022
2. Boring locations are approximate

Scale: Reduced

Job No. C22051-18		<b>SOIL BORING LOCATION MAP</b> Felland Rd @ Autumn Lake Pkwy Madison, Wisconsin
Date: 9/2022		



# LOG OF TEST BORING

Project Felland Road at Autumn Lake Pkwy  
1500'N of Tranquility, 5'E of Centerline  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) 906±  
 Job No. C22051-18  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	w	LL	PL
					5 in. Asphalt Pavement/8.5 in. Recycled Asphalt					
1		12	M	17	FILL: Medium Dense Dark Gray Silt with Sand					
					Stiff, Brown Lean CLAY (CL - Possible Fill to 5')					
2		12	M	11		(1.5)				
					Medium Dense, Brown Clayey Fine SAND (SC)					
3		14	M	10		(1.25)				
					Medium Dense, Brown Fine to Medium SAND, Little to Some Silt and Gravel (SP-SM/SM)					
4		16	M	15						
					End of Boring at 15 ft					
5		18	M	15	Backfilled with Bentonite Chips and Asphalt Patch					
6		18	M	14						

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	NW	Start	9/28/22	End	9/28/22	
Time After Drilling						Driller	ADC	Chief	KD	Rig CME-55
Depth to Water						Logger	DB	Editor	ESF	
Depth to Cave in						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 Felland Road at Autumn Lake Pkwy  
1075'N of Tranquility, 5'W of Centerline  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) 916±  
 Job No. C22051-18  
 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.	DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					4 in. Asphalt Pavement/7 in. Recycled Asphalt					
1		12	M	7	FILL: Stiff Dark Gray/Brown Clay with Sand and Gravel	(1.25)				
2		12	M	12	Very Stiff, Brown Lean CLAY (CL)	(2.5)				
3		16	M	65	Very Dense to Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt, Scattered Cobbles (SP/GP)					
4		18	M	77						
5		8	M	44	Highly Weathered, Light Brown/White/Orange Sandstone Bedrock					
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

## WATER LEVEL OBSERVATIONS

## GENERAL NOTES

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

Start 9/28/22 End 9/28/22  
 Driller ADC Chief KD Rig CME-55  
 Logger DB Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



# LOG OF TEST BORING

Project Felland Road at Autumn Lake Pkwy  
675'N of Tranquility, 5'W of Centerline  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) 926±  
 Job No. C22051-18  
 Sheet 1 of 1

2921 Ferry 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	LOI
				0	4 in. Asphalt Pavement/7 in. Recycled Asphalt					
1	12	M	8	8	Stiff, Brown Lean CLAY, Trace to Little Sand (CL)	(1.5)				
2	8	M	9	9		(1.75)				
3	14	M	12	12	Highly Weathered, Light Brown/White/Orange Sandstone Bedrock					
4	14	M	17	17						
5	18	M	26	26						
				15	End of Boring at 15 ft  Backfilled with Bentonite Chips and Asphalt Patch					
				20						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW      Upon Completion of Drilling <input type="checkbox"/> NW Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/28/22</u> End <u>9/28/22</u> Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>DB</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.

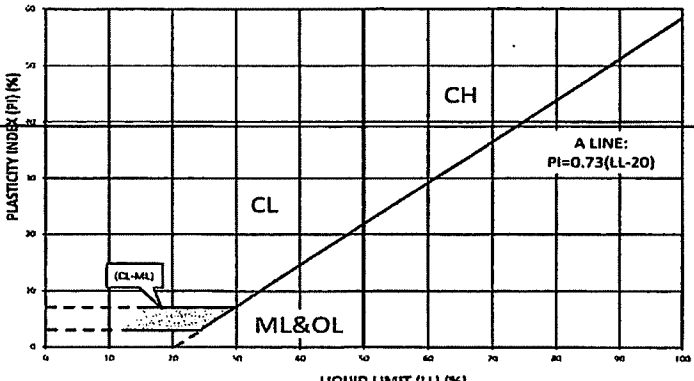
Madison - Milwaukee

## 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)	
<b>GRAVELS</b> More than 50% of coarse fraction larger than No. 4 sieve size	Clean Gravels (Less than 5% fines)  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)  SW Well-graded sands, gravelly sands, little or no fines
	 SP Poorly graded sands, gravelly sands, little or no fines
<b>SANDS</b> 50% or more of coarse fraction smaller than No. 4 sieve size	Sands with fines (More than 12% fines)  SM Silty sands, sand-silt mixtures
	 SC Clayey sands, sand-clay mixtures
	<b>FINE-GRAINED SOILS</b> (50% or more of material is smaller than No. 200 sieve size.)
<b>SILTS AND CLAYS</b> 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
<b>SILTS AND CLAYS</b> 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
<b>HIGHLY ORGANIC SOILS</b>	 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		
<b>PLASTICITY CHART</b>		
		

**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 <sub>u</sub> -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<sub>a</sub> - Penetrometer Reading, tons/sq ft
- q<sub>u</sub> - 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.

**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
<b><u>Within 10 ft of building lines</u></b>		
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
<b><u>Beyond 10 ft of building lines</u></b>		
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.

Modified and reprinted with permission from:

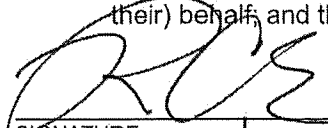
Geotechnical Business Council  
of the Geoprofessional Business Association  
8811 Colesville Road, Suite G 106  
Silver Spring, MD 20910

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8692**

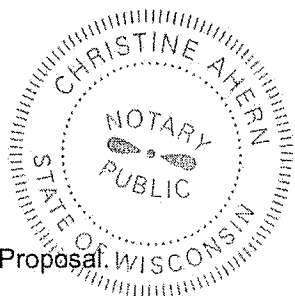
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 20 day of January, 2023.  
Christine Ahern

(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 1/24/2026  
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8692 – 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.

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

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

**Best Value Contracting**

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

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

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

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

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

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

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

FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8692

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: bobendres@walbecgroup.com

Prime Bidder Certification

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

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

Christine Akers  
Witness' Signature  
1/26/2023  
Date

[Signature]  
Bidder's Signature

FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8692

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
<u>CA BEUMM</u>	<u>TRUCKING</u>	<u>7</u> %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>7</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b>		_____ % x 0.6 = _____ % (discounted to 60%)
<b>Total Percentage of SBE Utilization:</b>	<u>7</u>	_____ %.

**FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022**

CONTRACT NO. 8692

DATE: 1/26/23

**Paris Construction, LLC**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$2,700.00	\$2,700.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$72.00	\$1,008.00
10750 - RESET MONUMENT - EACH	1.00	\$260.00	\$260.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS - EACH	2.00	\$150.00	\$300.00
10912 - MOBILIZATION - LUMP SUM	1.00	\$45,892.10	\$45,892.10
20101 - EXCAVATION CUT - C.Y.	3910.00	\$19.00	\$74,290.00
20140 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRIBUTED) - S.Y.	500.00	\$2.50	\$1,250.00
20204 - SELECT FILL - TON	470.00	\$5.50	\$2,585.00
20219 - BREAKER RUN - TON	1940.00	\$14.00	\$27,160.00
20221 - TOPSOIL - S.Y.	2830.00	\$6.10	\$17,263.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	100.00	\$2.30	\$230.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	55.00	\$11.75	\$646.25
20401 - CLEARING (UNDISTRIBUTED) - I.D.	40.00	\$82.00	\$3,280.00
20404 - CLEARING - LUMP SUM	1.00	\$2,300.00	\$2,300.00
20406 - GRUBBING (UNDISTRIBUTED) - I.D.	40.00	\$20.50	\$820.00
20409 - GRUBBING - LUMP SUM	1.00	\$1,000.00	\$1,000.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	3.00	\$450.00	\$1,350.00
20504 - ADJUST VALVE CASTING - EACH	2.00	\$310.00	\$620.00
20701 - TERRACE SEEDING - S.Y.	2200.00	\$1.30	\$2,860.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	2200.00	\$2.00	\$4,400.00
21064 - EROSION MATTING, CLASS I, TYPE B - ORGANIC - S.Y.	500.00	\$2.00	\$1,000.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	2110.00	\$21.00	\$44,310.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	70.00	\$37.00	\$2,590.00
30207 - TYPE 'H' CONCRETE CURB & GUTTER - L.F.	65.00	\$39.25	\$2,551.25
30210 - ALLEY GUTTER - L.F.	40.00	\$55.00	\$2,200.00
30301 - 5" CONCRETE SIDEWALK - S.F.	195.00	\$7.20	\$1,404.00
30302 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	780.00	\$8.30	\$6,474.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	180.00	\$9.60	\$1,728.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	120.00	\$48.00	\$5,760.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	1300.00	\$18.75	\$24,375.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	2260.00	\$14.75	\$33,335.00
40201 - HMA PAVEMENT 3 LT 58-28 S - TON	510.00	\$75.00	\$38,250.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	600.00	\$81.00	\$48,600.00
40218 - TACK COAT - GAL	240.00	\$3.10	\$744.00
40221 - MACHINE LAID ASPHALT CURB - L.F.	150.00	\$6.20	\$930.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	60.00	\$26.75	\$1,605.00
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - LF - LF	700.00	\$1.80	\$1,260.00
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - LF - LF	1000.00	\$2.60	\$2,600.00
60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - LF - LF	200.00	\$10.25	\$2,050.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - LF - LF	50.00	\$12.25	\$612.50
90001 - GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED) - S.Y.	2700.00	\$2.60	\$7,020.00
20217 - CLEAR STONE - TON	360.00	\$19.00	\$6,840.00
21002 - EROSION CONTROL INSPECTION - EACH	8.00	\$310.00	\$2,480.00



**FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022**

CONTRACT NO. 8692

DATE: 1/26/23

**Parisi Construction, LLC**

Item	Quantity	Price	Extension
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$150.00	\$300.00
21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$230.00	\$230.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$3,100.00	\$3,100.00
21015 - STREET CONSTRUCTION STONE BERM - EACH	12.00	\$170.00	\$2,040.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	15.00	\$390.00	\$5,850.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	15.00	\$52.00	\$780.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	15.00	\$25.75	\$386.25
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	74.00	\$93.00	\$6,882.00
50741 - TYPE H INLET - EACH	4.00	\$3,100.00	\$12,400.00
20314 - REMOVE PIPE - L.F.	50.00	\$21.50	\$1,075.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	555.00	\$0.01	\$5.55
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	300.00	\$85.00	\$25,500.00
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	128.00	\$92.00	\$11,776.00
50434 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	53.00	\$92.00	\$4,876.00
50723 - 3'X3' STORM SAS - EACH	1.00	\$3,500.00	\$3,500.00
50724 - 4'X4' STORM SAS - EACH	2.00	\$4,300.00	\$8,600.00
50792 - STORM SEWER TAP - EACH	1.00	\$1,300.00	\$1,300.00
50801 - UTILITY LINE OPENING (UNDISTRIBUTED) - EACH	1.00	\$800.00	\$800.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	140.00	\$11.25	\$1,575.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	1019.00	\$8.20	\$8,355.80
60261 - ELECTRICAL TRENCH - L.F.	1159.00	\$4.10	\$4,751.90
60255 - FURNISH & INSTALL 3 #6 AND 1 #8 WIRES IN EXISTING OR CONTRACTOR-INSTALLED CONDUIT - L.F.	1212.00	\$8.20	\$9,938.40
60403 - CONSTRUCT LB-3 BASE - EACH	9.00	\$1,100.00	\$9,900.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE I - EACH	5.00	\$1,200.00	\$6,000.00
<b>67 Items</b>	<b>Totals</b>		<b>\$558,855.00</b>



Department of Public Works  
**Engineering Division**  
 Robert F. Phillips, P.E., City Engineer  
 City-County Building, Room 115  
 210 Martin Luther King, Jr. Boulevard  
 Madison, Wisconsin 53703  
 Phone: (608) 266-4751  
 Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
 Gregory T. Fries, P.E.  
**Deputy Division Manager**  
 Kathleen M. Cryan  
**Principal Engineer 2**  
 John S. Fahrney, P.E.  
 Christopher J. Petykowski, P.E.  
 Janet Schmidt, P.E.  
**Principal Engineer 1**  
 Christina M. Bachmann, P.E.  
 Mark D. Moder, P.E.  
 James M. Wolfe, P.E.  
**Facilities & Sustainability**  
 Bryan Cooper, Principal Architect  
**Land Information & Official Map Manager**  
 Eric T. Pederson, P.S.  
**Financial Manager**  
 Steven B. Danner-Rivers

**BIENNIAL BID BOND**

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of January 11, 2022 through January 10, 2024.

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

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

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

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

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

**PRINCIPAL**

Paris Construction, LLC  
COMPANY NAME AFFIX SEAL

January 13, 2021  
DATE

By: [Signature]  
SIGNATURE AND TITLE  
president

**SURETY**

Western Surety Company  
COMPANY NAME AFFIX SEAL

January 11, 2022  
DATE

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. 6502861 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

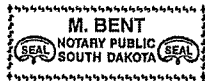
Paul T. Bruflat  
Paul T. Bruflat, Vice President

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 1st day of March in the year Two Thousand and Twenty-Three 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 **FEBRUARY 28, 2023**, 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:

### FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8692

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 **FIVE HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-FIVE AND NO/100 (\$558,855.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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



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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

**FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8692**

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**

<u>Christine Allen</u>	<u>2/9/2023</u>	<u>PARISI CONSTRUCTION, LLC</u>	<u>2/9/2023</u>
Witness	Date	Company Name	Date
<u>[Signature]</u>	<u>2/9/2023</u>	<u>[Signature]</u>	<u>2/9/2023</u>
Witness	Date	President	Date
		<u>[Signature]</u>	<u>2/9/2023</u>
		Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u>[Signature]</u>	<u>3-13-2023</u>	<u>[Signature]</u>	<u>3-13-23</u>
Finance Director	Date	City Attorney	Date
<u>[Signature]</u>	<u>3/14/23</u>	<u>[Signature]</u>	<u>3/14/23</u>
Witness	Date	Mayor	Date
<u>[Signature]</u>	<u>3/19/23</u>	<u>[Signature]</u>	<u>3-9-23</u>
Witness	Date	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 **FIVE HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-FIVE AND NO/100 (\$558,855.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**FELLAND ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8692**

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.

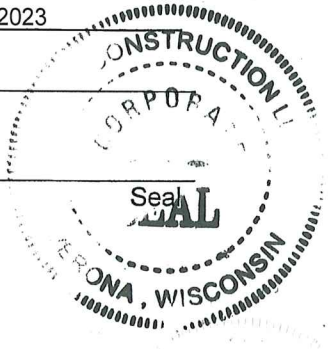
Signed and sealed this 1st day of March 2023

Countersigned:

Christine Ahern  
Witness

**PARISI CONSTRUCTION, LLC**  
Company Name (Principal)

[Signature]  
President



[Signature]  
Secretary

Approved as to form:

Michael Hees  
City Attorney

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 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

3/1/2023  
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, Individually of Milwaukee, Wisconsin**

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

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law 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 10th day of June, 2022.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of June, 2022, 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 1st day of March 2023



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**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.