

\$150,307.93

BID OF PARISI CONSTRUCTION, LLC

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BARTILLON SIDEWALK

CONTRACT NO. 8757

MUNIS NO. 14890

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 6, 2025

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

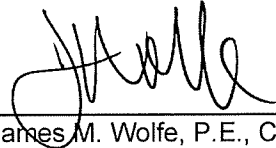
**BARTILLON SIDEWALK
CONTRACT NO. 8757**

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This Proposal, and Agreement have
been prepared by:

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



James M. Wolfe, P.E., City Engineer

JMW: ea

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:	BARTILLON SIDEWALK
CONTRACT NO.:	8757
SBE GOAL	14%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	3/20/2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	3/20/2025
BID SUBMISSION (2:00 P.M.)	3/27/2025
BID OPEN (2:30 P.M.)	3/27/2025
PUBLISHED IN WSJ	3/13 & 3/20/2025

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

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

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

BARTILLON SIDEWALK CONTRACT NO. 8757

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, clearing, grubbing, concrete sidewalk, and terrace restoration with topsoil, seed, and matting.

The project limits for this work are from Anderson Street to approximately 650' south of Kinsman Boulevard, along the east shoulder of Stoughton Road (US 51).

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 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb and gutter shall be removed immediately.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways and any other structures or amenities 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. All other standard tree protection specifications will be strictly enforced.

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 107.17 UTILITY COORDINATION

There are several known utilities throughout the project area. Below is a list of the utilities, including contact information, where relocation or adjustment is anticipated and/or required.

WisDOT ITS Fiber

The Wisconsin Department of Transportation has fiber optic facilities for signal interconnect that runs along the easterly side of Stoughton Road. There are 4 existing WisDOT Fiber handholes that will need to be adjusted. The work for this adjustment should be completed by a WisDOT-qualified Contractor. The Contractor can coordinate any WisDOT Fiber facility adjustments with Graham Heitz (608-246-5362 or graham.heitz@dot.wi.gov).

Windstream

Windstream has underground fiber facilities in the project limits with one handhole that will need adjustment. The Contractor shall contact Windstream for coordination or if any conflicts with their facilities arise during construction. Windstream will need one (1) week notice prior to needing any adjustments.

Contact for Windstream: Lori Ketter, 920-410-6902, Lori.Ketter@Windstream.com

Madison Gas & Electric

Madison Gas & Electric has overhead electric facilities in the project area. The Contractor shall contact MG&E electric one (1) week prior to working near power poles so that the down guys can be changed out if required.

Contact for MG&E electric: Anthony Sanfratello, 608-931-1284, asanfratello@mge.com.

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 submit an acceptable Traffic Control Plan to Sean Malloy, City Traffic Engineering, smalloy@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor. Peak hour traffic restrictions may apply as directed by the Traffic Engineer.

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 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.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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

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 Contractor shall maintain access along Stoughton Service Road for all services to properties including, but not limited to, mail delivery, garbage and recycling pick-up, and emergency vehicle access.

The Contractor shall maintain one lane of minimum eleven (11) feet of pavement in each direction along the Stoughton Service Road for the full duration of the project covered by the contract. Traffic control shall consist of furnishing and maintaining all provisions for traffic control in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices"(MUTCD), the City of Madison Standards for Sidewalk and Bike Closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15D 30-1.

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 not access project site from Stoughton Road (US Highway 51).

Contact Metro Transit at least seven days in advance of any work that would require a closure or relocation of a Metro bus stop. Email MetroNotice@cityofmadison.com. The seven-day notice is needed to create, print, and post materials to notify the public of the bus stop closure.

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

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

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit.

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 his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

The City of Madison has also obtained a WisDOT "Work on Highway Right-Of-Way" Permit for the construction of the sidewalk. The Contractor shall also follow all supplemental and special permit provisions that have been included as part of that permit.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall start work as early as **May 30, 2025**. Work may only proceed after the contract is fully signed and the start work letter is received. All work under this contract shall be completed by **June 30, 2025**. The Contractor shall notify the City Engineer of their anticipated start date a minimum of 3 weeks prior to that date.

SECTION 210.1(c) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street-sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS NON-WOVEN

This contract includes 3,800 S.Y. of undistributed Geotextile Fabric Type SAS Non-Woven to be used at the direction of the Construction Engineer for undercut required for sidewalk construction.

BID ITEM 20506 – ADJUST SEWER ACCESS STRUCTURE CASTING

This item includes work necessary to adjust existing sewer access structures within the project limits. Details of structure adjustments are located on sheet D-1.

BID ITEM 30301 – 5 INCH CONCRETE SIDEWALK

As noted in the standard specifications, excavation cut, including topsoil stripping, is included with the item for concrete sidewalk. The estimated quantity of excavation cut that is necessary for the work on this project is 500 CY. The actual quantity of excavation cut will not be measured and no additional compensation will be provided should quantities appear to differ from this estimated amount.

BID ITEM 90001 – ADJUST EXISTING ELECTRICAL PULL BOX IN PLACE

DESCRIPTION

This special provision describes adjusting existing WisDOT and Windstream electrical pull boxes in place within the limits of the project.

MATERIALS

The Contractor shall maintain existing fiber conduit and fiber optic cable inside the conduits within the project limits. All materials not mentioned, which are necessary in order to adjust the elevation of the existing pull boxes or fiber conduit, shall be furnished by the Contractor.

CONSTRUCTION METHODS

The Contractor shall adjust the elevation of existing electrical pull boxes where the elevation at top of cover varies from the final proposed surface. Details of structure adjustments are located on sheet D-1. If any existing conduit needs to be adjusted due to the new elevation of the pull box, all materials not mentioned, shall be furnished by the Contractor.

METHOD OF MEASUREMENT

Adjust Existing Electrical Pull Box In Place item shall be measured by each completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Adjust Existing Electrical Pull Box In Place, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for pull box adjustment, any trench work and conduit adjustment if necessary, coordination and inspection with WisDOT, maintenance of fiber optic, temporary and final splicing if necessary, all excavation, bedding, backfilling, including all labor, tools, equipment and incidentals applicable and necessary to complete this item.



WORK ON HIGHWAY RIGHT-OF-WAY PERMIT APPLICATION

Wisconsin Department of Transportation (WisDOT)

DT1812 3/2024 Wis. Stat. §§ 86.07(2)(a), 86.03, 84.305, 86.19(1n) and 84.30(2)(hm)

1. Applicant's Name, Address, City, State and ZIP Code City of Madison, Engineering Division 210 Martin Luther King, Jr. Boulevard City-County Building, Room 115 Madison, WI 53703		2. Proposed Work Start Date (M/D/YYYY or Upon Approval) 4/24/2025 3. Proposed Work Finish Date* (M/D/YYYY) 8/29/2025	4. Public Land Survey System Location (¼ section, section, town, range; provide plat map) SW Quarter, of the SW Quarter, Section 28, Town 08 North, Range 10 East	
5. Is the work area near a survey monument? (If yes, call 866-568-2852 or email geodetic@dot.wi.gov) ☒ No ☐ Yes		6. Work Location (List all that apply) Town: _____ Village: _____ City: <u>Madison</u> County: <u>Dane</u>		
8. <u>Trans 401</u> project designation? (Provide a formal erosion control plan for all non-minor projects. See provision #26.) ☐ Minor ☒ Non-Minor		7. Highway (List all that apply) WIS _____ US <u>51</u> Interstate _____		
9. Are any environmental approvals, certifications or permits required from other regulatory agencies, including tribal governments? (If yes, provide a copy of each item. If no, provide proof of other agency coordination as needed. For additional information, go to environmental coordination .) ☐ No ☒ Yes				
10. Work Type (Check all that apply) ☐ Access over/under highway ☐ Crash investigation/cleanup ☐ Drainage: Culverts/tiles ☐ Drainage: Grading/riprap ☐ Drainage: Storm Sewer ☐ Environmental assessment ☐ Harvesting nature products ☐ Hazmat: Cleanup/remediation ☐ Hazmat: Monitoring wells (#63) ☐ Invasive species assessment ☐ Landscaping ☐ Soil borings ☐ Surveying ☒ Sidewalk installation	12. Work Zone Description (Check all that apply) ☐ Not applicable ☐ Full road closure: detour (#58) ☐ Full road closure: temporary ☐ Lane closure without flagging ☐ Lane closure with flagging ☐ Lane encroachment (2' or less) ☐ Shoulder/parking lane closure ☐ Turn lane closure ☐ Sidewalk or trail closure ☐ Terrace (Area from curb to sidewalk) ☒ Off shoulder/parking lane ☐ Near right-of-way line or fence ☐ Freeway/expressway ☐ Intersection/roundabout ☐ Railroad crossing ☐ Mobile operation			
11. Vegetation Management (Check all that apply) ☐ Mow ☒ Remove ☐ Prune ☐ Cut and/or trim ☐ Plant ☐ Chemically treat Answer questions on page 2		13. Provide a detailed description of how the work will be accomplished. Use page 2 or more pages if needed. Provide work plans, drawings and specifications as needed. Sidewalk will be installed on the east shoulder of US 51 from Anderson Street to approximately 650' south of Kinsman Boulevard.		

* Includes permanent restoration. See General Permit Provision #7. ANY PERMIT ISSUED IS REVOCABLE.

The applicant affirms that all information provided on and submitted with this form is correct and complete. Providing incorrect or incomplete information may result in permit denial or revocation as well as criminal prosecution under Wis. Stat. s. 946.32.

An approved permit does not transfer any land; or give, grant or convey any land right, right in land, or easement in WisDOT right-of-way. A permit is not assignable or transferrable. The permittee is responsible for all costs associated with this permit unless otherwise noted.

(Main Contractor Company Name, If applicable)		<u>x Emma Almy</u> (Applicant or Authorized Representative Signature) (If Computer-filled, Brush Script Font)		2/19/2025 (Date: M/D/YYYY)	
(Contractor Representative/Title)		Emma Almy (Printed Name)		Engineer 2 (Title)	
(Cellular Telephone Number)		608-261-5537 (Telephone Number)		ealmy@cityofmadison.com (Email Address)	
(Office Telephone Number)		(Email Address)			

↓ Completed by the Wisconsin Department of Transportation – REVIEW AFTER PERMIT ISSUANCE ↓

☐ PERMITTEE SHALL NOTIFY THE WisDOT REPRESENTATIVE LISTED BELOW 3 DAYS BEFORE STARTING ANY WORK: Name: Pete Kaiser P.E. Roadway Ops. Engr. Region or Bureau: Southwest Region - Madison Street Address: 2101 Wright St City, State and ZIP: Madison, WI 53704 Email Address: Peter.Kaiser@dot.wi.gov Telephone Number: (608) 397-8666	GENERAL CONDITIONS OF ISSUANCE #1-39 APPLY Permit Provisions Also Apply: ☐ Supplemental ☐ Special				
	☐ Lane Closure System notification required ☐ Insurance or performance bond required ☐ Permit issued in conjunction with: ☐ Permit voids/replaces permit(s): # ☐				
<u>x Peter T. Kaiser</u> (WisDOT Authorized Representative Signature – If Computer-filled, Brush Script Font)	Permit Number	Permit Issued	Permit Expires	Permit Amended	Approved Work Extension
	13-02-25	2/20/2025	8/29/2025		

OASIS or OACS Number:

Use this section to provide information on chemical treatment (question #11): (a) Chemical(s) to be used and EPA Registration Number(s)? (Example: Garlon 4 Ultra, EPA REG. NO. 62719-527) (b) Type of application(s)? (Example: Stump treatment, broadcast, etc.) (c) Applicator name(s) and Wisconsin certification number(s)? (Example: Bill Smith, 146886-CA. Personnel must be licensed as commercial applicators in category 6.0, Right-of-Way, to legally apply herbicides on roadsides.) (d) How will property owners bordering the affected highway right-of-way be notified prior to spraying? (Examples: In-person, doorknob cards, letters, phone calls, etc.) (e) Will spraying occur near wetlands? (If yes, see question #9) (f) Provide name(s) and cell number(s) for the supervisor or lead worker of each crew:	Use this section to provide information that does not fit on the front page or #11(a)-(f) on left:
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INDEMNIFICATION

The Permittee shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by the Permittee himself/herself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the following:

1. Any of the work done by the Permittee, or Permittee's contractors or agents (collectively "WORKERS").
2. The construction or maintenance of facilities by the Permittee or WORKERS, pursuant to this permit or any other permit issued by the State for construction of facilities within the highway.
3. As a result of action or inaction by Permittee or WORKERS resulting in damage to another that occurs:
 - a. While the Permittee or WORKERS are performing work, or
 - b. While any of the Permittee's or WORKER's property, equipment, or personnel, are in or about such place or the vicinity thereof, or
 - c. While any property constructed, placed, or operated by or on behalf of Permittee or WORKERS remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State.

This hold harmless provision applies, without limiting the generality of the foregoing, to all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters, to the Permittee or WORKERS, their employees, agents, contractors, subcontractors or frequenters, or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters, Permittee, WORKERS, their employees, agents, contractors, subcontractors or frequenters; or any other person.

Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, caused by Permittee or WORKERS pursuant to this permit or any other permit issued by the State for damage to property, lines or facilities on highway right-of-way resulting in any loss of power, telephone service, communications, data, information, or material; or for involving property rights any other person of any kind whatsoever.

The Permittee shall at his/her own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Except as otherwise agreed in writing, facilities constructed within the highway right-of-way by Permittee become the property of the State of Wisconsin, Department of Transportation, and may be altered or removed by the maintaining authority of the highway in accordance with state law. Ownership of any monitoring wells shall be governed by a separate Monitoring Well Placement Agreement.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed, or operated by or on behalf of the Permittee or WORKERS that remains on the State's property or right-of-way pursuant to this permit shall not release Permittee from any of the indemnification or maintenance requirements of this permit.

GENERAL PERMIT PROVISIONS AND CONDITIONS OF APPROVAL (#1-39)

Pursuant to Wisconsin Statutes and once approved by WisDOT, this permit allows performance of the specific work described over which WisDOT has permit authority. *The permittee shall abide by these general provisions and any supplemental or special provisions.* (ROW = right-of-way)

1. All permits have restrictions that are documented in the preprinted and filled-in information on this form along with any conditions, covenants, supplemental and special provisions, superimposed notes, and detail drawings added by WisDOT. In addition to WisDOT's approval, permittee shall also comply with relevant state statutes and administrative rules, plus any laws, codes, rules, regulations, ordinances, and permit requirements of other jurisdictional agencies. Alteration of this form by the permittee is prohibited.
2. The permit authorizes the work for the applicant ("permittee") indicated on this permit. It does not grant authority for the work of any other, either by present or future installation.
3. Comply with this permit in its entirety. Failure to comply with any part of this permit is the permittee's responsibility, which includes full restitution of any costs WisDOT incurs to remedy non-compliance acts and may include treble damages under Wis. Stat. s. 86.02. Further, if permittee fails to comply with any permit term, and WisDOT seeks to compel compliance by the permittee, enforce a permit term, revoke this permit, or recover costs associated with completing work required under this permit or redoing work not up to standards or specifications, permittee shall also be responsible for paying a sum that reimburses the State for time expended by its attorneys working on the matter and all court costs.
4. The venue for any court action related to permit enforcement shall be Dane County, Wisconsin.
5. Immediately cure any violation of this permit, particularly any failure to maintain a safe work site and proper work zone traffic control. Failure to do so may result in WisDOT stopping further work, removing permittee from the highway ROW, revoking the permit or any combination of these actions.
6. WisDOT reserves the right to revoke any permit issued. WisDOT also reserves the right to make such changes, additions, repairs, relocations, and removals within statutory limits to the facility or its appurtenances on the ROW as may at any time be considered necessary to facilitate highway relocation, reconstruction, widening, and maintenance, or to provide proper protection to life and property on or adjacent to the highway.
7. If the permitted work has not been started by the Approved Work Finish Date, this permit is null and void. If the work has been started but not completed by the Approved Work Finish Date, no additional work shall be done unless authorized through an approved Work Extension Date or a subsequent permit from WisDOT. WisDOT does not guarantee approval of a time extension or subsequent permit since the conditions WisDOT based its permit approval upon may have changed between the permit issuance and time extension request dates. Execution of any part of the work shall verify agreement by the permittee to conform to this permit and to be bound by all of its requirements, restrictions, and obligations, all of which shall continue to be in full force and effect.

CONSTRUCTION

8. Notify the WisDOT representative listed on this permit 3 days before starting any work and call Diggers' Hotline 811 or (800) 242-8511.
9. Determine the locations of any existing facilities in the area affected by the permitted work and protect or take actions needed to protect them from any damage. All notifications to facility owners, including but not limited to utilities, are the permittee's responsibility.
10. Always keep a complete copy of the permit (which may be electronic) at the job site when the permitted work is ongoing. If applicable, also keep a copy with a project manager or supervisor familiar with the permit and all of its details and requirements.
11. Install the facilities in the specified permit location. Upon discovery of any error in placement or upon WisDOT order, move any part of the facilities to the correct location. Any facility part located other than as specified in this permit exists at permittee's sole risk. Accordingly, if the same is undetected or is suffered to remain in variance to the permit, the permittee shall hold the State, its employees, agents, and officers harmless and free of any cost, claim or liability associated with any accidental damage to such facility that may result from a highway construction, maintenance, traffic control, or ROW management project or function.
12. Construction methods shall meet the requirements of this permit and be performed in accordance with methods and procedures set forth in the current edition of WisDOT's Standard Specifications for Highway and Structure Construction.
13. Keep all vehicles, equipment, and materials outside the ROW fence including all bore pits of any bored or augered installations under a freeway. Do not keep vehicles, equipment, and materials between any freeway travel lane and a bore pit if WisDOT authorizes the pit location within freeway ROW. Locate all bore pits outside the clear zone and as close to the ROW fence as possible.
14. Construction by open-trench methods is authorized only if the permitted installation can be accomplished in advance of the highway paving. Bore or dry auger the permitted facility if this cannot be accomplished. Sawcut all pavement full-depth when open cutting.
15. Do not at any time open any greater length of trench than necessary to maintain essential work progress. Use temporary sheeting, shoring, or trench boxes as needed to prevent cave-ins.
16. Comply with applicable laws, rules, policies, and regulations when acting under this permit especially when within tribal or federal lands. Provide documentation as needed when on WisDOT ROW to prove compliance or coordination with the following agencies:
 - Wisconsin Historical Society to avoid or mitigate any potential cultural resource (archeological, historical, burial site, etc.) impacts per Wis. Stat. s. 44.40.
 - Department of Natural Resources to avoid or mitigate any potential stormwater runoff, site erosion, wetland, waterway, and endangered or threatened species impacts.
17. Comply with all applicable regulations and codes, including, but not limited to, the U.S. Department of Labor, Occupational Safety and Health Administration, 29 CFR Part 1926 for construction safety precautions and operations.

WORK ZONES

18. **Before starting any permitted work**, install required warning signs, devices, etc. and ensure all are fully functional and maintained to protect the public, workers, and work site until all work is complete. Augment the work zone with additional signs, devices, and flaggers as needed to always protect people and property from injury or damage in all conditions, including changed or changing conditions. At all times while working within highway ROW, (a) wear high-visibility safety attire, and (b) activate flashing (or strobe) amber or white lights on all vehicles and equipment. Comply with the Work Zone Field Manual or Wisconsin Manual of Uniform Traffic Control Devices, current editions, for proper layouts, designs, sizes, and quantities of warning signs and devices, including other items that may be relevant for the work zone.
19. Secure the work site and associated traffic control zone against any hazard to the public, both when the site is attended and unattended during off-hours, holidays, and nighttime hours. This includes vehicles, equipment, and materials.
20. Do not keep vehicles, equipment, or materials related to this permit within the highway ROW limits except those items that are actively being used in the work operation.
21. Perform all permitted work without obstructing or closing any part of any travel lane or fully closing any road unless authorized by WisDOT.
22. Derive no direct access to install, maintain, or repair the permitted facility from a freeway travel lane, shoulder, or from any interchange ramp unless authorized by WisDOT in this permit. If access is needed due to an emergency, immediately contact the Wisconsin State Patrol and WisDOT Region Office listed on this permit. Use of freeway median crossovers to make U-turns or obtain highway access is prohibited and subject to law enforcement citation.
23. Any disturbance to, operation within, or use of a highway median is prohibited unless authorized by WisDOT in this permit.
24. Coordinate the permitted work and in no case interfere with any ongoing highway improvement project.
25. Under Wis. Stat. s. 347.26(7), flashing green warning lamps may be used only by WisDOT or county or municipal highway department vehicles when working on a highway.

EROSION CONTROL

26. Implement erosion control best management practices (BMPs) prior to and during work operations pursuant to Wis. Admin. Code Ch. NR 151 and any applicable municipal or county ordinances. Provide copies of any required Department of Natural Resources, municipal, or county construction permits. Provide and maintain erosion control BMPs to protect all restored areas upon completion of the permitted work and until replacement vegetation achieves sustained growth. Remove all sediment or material site runoff deposited onto WisDOT ROW and stabilize the area within 24 hours of the release. Immediately clean all sediment or materials deposited onto highway travel lanes or shoulders. Clean downstream ditches, culverts, and storm sewers to ensure positive flow prior to finalizing the work. Remove temporary erosion control BMPs following work completion.

AFTER CONSTRUCTION

27. Send electronic notice to the WisDOT representative who approved this permit **within 10 calendar days** of completing the work including all restoration. Notice may also be sent via telephone or regular mail.
28. Cure faults related to work or facilities under this permit that, in WisDOT's opinion, obstruct highway drainage or in any other manner adversely affect highway maintenance or operation, and restore the ROW as directed by WisDOT and to its satisfaction.
29. Alter the permitted facility as may be ordered by WisDOT to enable highway improvements, safety, operations, or maintenance. Accept all costs of constructing, maintaining, altering, temporarily moving, or relocating the permitted facility.
30. Be aware that future highway improvements may require the adjustment of part or all of the permitted facility, at permittee's cost, to conform to WisDOT's Utility Accommodation Policy.

RESTORATION

31. **All restoration work** shall meet qualities, grades, compactions, and conditions of this permit and be performed in accordance with methods and procedures set forth in the current edition of WisDOT's Standard Specifications for Highway and Structure Construction.
32. Promptly restore to WisDOT's satisfaction and at least pre-existing conditions any highway facility, surface, shoulder, curb, gutter, sign, sidewalk, driveway, gravel base, ballast, ditch, vegetation, drainage appurtenance, guardrail, electric conduit/cable, or property of any type or other ROW element disturbed by any work under this permit.
33. Backfill all excavations permitted within highway pavement or shoulder areas with suitable granular material, placed in lifts or layers 12" or less each in depth, and mechanically compact to meet appropriate density. Do not use water jetting to perform mechanical compaction. Repair to WisDOT's satisfaction any subsequent heaving, settling, or other defects or faults attributable to the permitted work.
34. Sawcut all pavement full-depth when open cutting. Restore concrete pavement in conjunction with WisDOT standard detail drawing 13C9. Remove and restore concrete pavement to the nearest joint for full lane width or provide a detailed joint plan for review and approval. The minimum patch dimension is 6' by the full lane or shoulder width. See FDM 14-25-10, Exhibit 10.1 for concrete pavement repair guidance. High early strength concrete may be specified if needed. The minimum asphalt patch dimension is 6' by the distance to the nearest joint or seam. Only use hot mix asphalt.
35. Adjust manhole covers, shut-off and regulator valves, and like facilities to the level of the immediately adjacent grades.
36. Restore any turfed ROW area disturbed under this permit with fine-graded topsoil having a depth of not less than 4" and reseeded to perennial grass or sodded to WisDOT's satisfaction. Water the planted seed or sod until fully established.
37. Construct smooth and finished slopes at all locations where regraded portions of the highway ROW meet the lands of adjacent property owners. Do not trespass on adjacent property owner's lands.
38. Dispose of any brush, trash, or waste materials resulting from the permitted work off the ROW in accordance with applicable solid waste disposal regulations. Dumping or littering is prohibited.
39. WisDOT may notify permittee that restoration must be completed by a specific time if it is not done voluntarily without delay. If the permittee fails to satisfactorily complete the restoration by the specific time, WisDOT may arrange for the restoration to be completed and bill permittee accordingly. If this occurs, the permittee shall pay for all restoration costs, which may be tripled under Wis. Stat. s. 86.02.

SUPPLEMENTAL PERMIT PROVISIONS (#40-64)

The permittee shall abide by the following checked provisions:

TREE & VEGETATION MANAGEMENT

- ☐ 40. Plant trees or vegetation only in the locations and with the species as detailed on the plans included and approved with this permit, or as WisDOT specifies in the field.
- ☐ 41. Replace trees or vegetation removed with the species and in the manner required in any special provisions of this permit.
- ☐ 42. Maintain all plantings according to the special permit provisions.
- ☐ 43. Do not place any sign or marker identifying the plantings within the highway ROW.
- ☐ 44. WisDOT accepts no responsibility for loss occurring to plantings. Be fully aware that plantings are subject to:
- Thinning or mortality
 - Normal hazards from maintenance operations, snow control, and public utility installation, maintenance, or alteration
 - Trimming or removal when the plantings cause sight distance restrictions or hazardous snow/ice conditions on the highway
 - Destruction when highway reconstruction is done
 - Partial or complete abandonment or obliteration, or return to private ownership, if future highway relocations are made
 - Removal by government authorities, including WisDOT, under Wis. Stat. s. 86.03(3)(a)
- ☐ 45. Do not cut, trim, or damage trees or vegetation to facilitate the permitted facility's construction or maintenance except as authorized by the owner of such tree or vegetation. (Wis. Stat. s. 86.03). Cleanly cut the exposed ends of all tree roots found during excavation with suitable pruning tools immediately after exposure. Comply with all applicable laws, regulations, and local ordinances (even those stricter than WisDOT specifications) governing tree sale, transport, cutting, or pruning and with ANSI A300, which is the generally accepted industry standard for tree care practices.
- ☐ 46. Trim only trees or vegetation necessary to provide safe clearances or by special provisions. Do not damage non-target trees or vegetation. Do not clear-cut trees or vegetation.
- ☐ 47. Survey trees or vegetation to be removed and inspect jointly with a WisDOT representative prior to starting any highway ROW work.
- ☐ 48. Do not cut or trim oak trees between April 15 and October 15 to prevent Oak Wilt Disease from spreading unless a thick coat of asphalt base tree paint is applied immediately after any cut, trimming wound, or abrasion made between those dates.
- ☐ 49. Remove each stump in the area where cutting is permitted, including stumps created by windfalls or prior cutting, by cutting the stump flush with ground level or removing it with a stump grinding operation. The permittee shall be responsible for any damages to mowing equipment or any vehicle caused by any stump not being cut in accordance with this requirement.
- ☐ 50. Treat all deciduous tree stumps with an herbicide approved for use to prevent future sprouting. Do not treat evergreen tree stumps.
- ☐ 51. Dispose of all cut, trimmed, or sprayed trees, logs, branches, stumps, and other vegetation in the following manner(s). If more than one box is checked, verify if related special permit provisions have been added. Off-site means off the ROW. In all cases, avoid disturbance to any manicured lawn.
- ☐ Cut trees, logs, or trimmed branches may be chipped and used for mulch on the ROW in a layer not exceeding 3" and in a way that does not interfere with highway drainage
 - ☐ Sprayed or basally treated trees and vegetation shall be cut and hauled off-site to a proper location
 - ☐ Permittee may haul materials to a specific location off-site upon receiving the landowner's permission
 - ☐ Permittee may keep the materials after hauling them off-site
 - ☐ Other adjacent landowners may keep the materials off-site
 - ☐ Haul only the materials that have salvage value to the nearest county highway department or other designated site for public sale or distribution by WisDOT
- ☐ 52. Follow the conditions specified in WisDOT's "Vegetation Alteration Decision" for vegetation removed or trimmed in accordance with Wis. Stat. s. 84.305.
- ☐ 53. Promptly restore all natural highway safety features, including but not limited to, living snow fence and headlamp screens.

WORK RESTRICTIONS

- ☐ 54. Daily, holiday, or seasonal work restrictions apply to the permitted work as detailed in the special permit provisions. Review these restrictions with the WisDOT Region Office identified in this permit.

NOTIFICATIONS

- ☐ 55. Contact the WisDOT Region office identified on this permit to arrange for a WisDOT representative to inspect the work site. Perform no work under this permit prior to his/her arrival.
- ☐ 56. Contact the WisDOT Region office identified on this permit prior to completing the permitted work to arrange for an inspection by a WisDOT representative before the permittee's contractor or work crew leaves the site.
- ☐ 57. Call WisDOT's Traffic Management Center (TMC) / - on a weekly basis or as otherwise determined by the TMC before working on any freeway. The TMC may place restrictions on work times and lane/shoulder closures based upon various special events, oversize freight movements, or daily peak travel times.

STATE HIGHWAY DETOUR PERMIT

- ☐ 58. Complete a permit application form to detour state highway traffic (DT1479). This permit shall only be in effect if WisDOT approves the matching DT1479 permit.

CONSTRUCTION

- ☐ 59. Completely remove existing curb and gutter for construction. Such removal shall be to the nearest construction joint and saw cut to a minimum length of 3' for remnant curb. Join all new concrete to existing concrete with No. 4 tie bars.
- ☐ 60. Construct the new concrete curb and gutter such that its gutter pan bottom matches the gutter pan bottom of the existing curb and gutter to allow for the drilling of tie bars into the existing concrete pavement and to allow for an asphaltic overlay if the adjacent curb has been previously overlaid with asphalt.
- ☐ 61. Saw cut the existing asphaltic pavement at a sufficient distance to allow for concrete curb and gutter removal and prevent damage of the remaining asphaltic pavement. After sufficient cure time of the new concrete curb and gutter and driveway apron, overlay the curb flange with asphaltic pavement to match existing.
- ☐ 62. Provide qualified construction engineering inspectors on-site at all times during the project. Provide the name(s) and cellular phone number(s) for the inspectors to WisDOT before any construction begins. The inspector(s) shall ensure the work is being performed in conformance with the plans and WisDOT specifications, which includes items such work zone traffic control and erosion control. The inspector(s) shall have the authority and responsibility to stop work operations and notify WisDOT when the permit plan and WisDOT specifications are not being followed.

MISCELLANEOUS

- ☐ 63. The monitoring well owner shall enter into a separate "Monitoring Well Placement Agreement" with WisDOT. The "Agreement" shall be recorded against the deed of the well owner's property in which a contaminated site abutting a state highway has been identified. The "Agreement" shall be recorded prior to permit issuance and shall be made part of this permit.
- ☐ 64. Comply with the attached "Special Provisions for Railroad Crossing Work."

SPECIAL PERMIT PROVISIONS (#65-__)

The permittee shall also abide by the following provisions:



City of Madison Engineering Division

EROSION CONTROL PERMIT

Permit Number: ENG100-2025-00381

City Engineering: (608) 266-4751

Location of Work: Bartillon DR

Parcel:

Permittee: Daniel Olivares

Telephone: (608) 261-9285

Email:

Owner: City of Madison Engineering

Telephone:

daolivares@cityofmadison.com

FEE SCHEDULE		APPROVALS	 Call 811 or (800) 242-8511 (262) 432-7910 (877) 500-9592 (emergency only)
Simplified Plan Base Fee	100.00	Plan Review: DAO	
Total Fee Amount	100.00	Issuance: DAO	
Total Invoiced Amount			
Paid			
Balance Due			

PROPOSED WORK: Bartillon Dr Sidewalk (14890)		
Project Description:		
Permit Type: Simplified Checklist		
Construction Start Date: 4/25/2025	Permit Expiration Date: 12/30/2025	Seed Sod Restore Date: 8/30/2025
USLE Rate: 1.9	Total Disturbed Area: 10,250	
☒ EC Checklist Attached	☐ EC Plan Attached	☐ Pumping Plan Attached

FOR CITY OF MADISON USE ONLY: **APPROVED**

Daniel Olivares

02/03/2025

- Erosion Control Permit Reviewer

Date

Simplified
Checklist

See page two of this permit for Permit Conditions and Requirements.



City of Madison Engineering Division

EROSION CONTROL PERMIT

Permit Number: ENG100-2025-00381

City Engineering: (608) 266-4751

Location of Work: Bartillon DR

Parcel:

Permittee: Daniel Olivares

Telephone: (608) 261-9285

Email:

Owner: City of Madison Engineering

Telephone:

daolivares@cityofmadison.com

Permit Conditions and Requirements:

Failure to abide by any of the following permit conditions will be considered a violation of the City's Erosion Control Ordinance (MGO Ch. 37) and can result in the issuance to the permittee and/or the property owner of Official Notices, citations, and/or referral to the City Attorney for resolution of non-compliance.

Erosion & Sediment Control Measures are to be installed prior to any land disturbance activities.

Within ten (10) days of the completion of the project or site stabilization the applicant shall submit an Erosion Control Notice of Termination (ECNOT). The ECNOT should be sent to the administrative authority that initially approved your permit.

The Erosion Control Permit applicant shall conduct a pre-construction meeting attended by a Professional Engineer responsible for initial implementation certification of the erosion control plan. The Professional Engineer shall document and submit minutes of this meeting to City Engineering.

A Professional Engineer currently licensed in the State of Wisconsin shall certify the initial installation and implementation of the measures shown on the approved erosion control plan. Documentation on the City's Installation Certification form shall be submitted to the administrative authority within one (1) week of the installation. The certification form can be found on the City's webpage at <http://www.cityofmadison.com/engineering/permits>

As part of the Erosion Control Permit requirements this construction project requires erosion control inspections and reporting by the permittee (or by their authorized inspector). Inspections shall be conducted a minimum of once per week and also after every 24-hour rain event of 0.5" or more precipitation. The results of these inspections shall be entered on the City's permit and inspection tracking system.

Dust Control, if applicable shall be provided, per WDNR Conservation Practice Standard 1068.

Trench Dewatering, if applicable shall be provided, per WDNR Conservation Practice Standard 1061.

All BMP's installed for erosion control shall be in accordance with the applicable WDNR Conservation Practice Standards found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

SECTION E: BIDDERS ACKNOWLEDGEMENT

BARTILLON SIDEWALK CONTRACT NO. 8757

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

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

SIGNATURE

TITLE, IF ANY

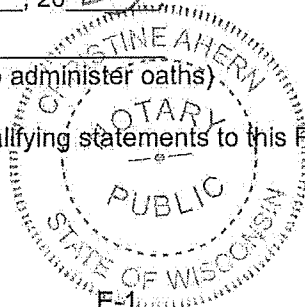
Sworn and subscribed to before me this

27 day of March, 2025

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 12/4/2026

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



Best Value Contracting

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

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

☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

☐ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

☐ First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

☐ Contractor has been in business less than one year.

☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

☐ An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

☐ BRICKLAYER

☐ CARPENTER

☒ CEMENT MASON / CONCRETE FINISHER

☐ CEMENT MASON (HEAVY HIGHWAY)

☒ CONSTRUCTION CRAFT LABORER

☐ DATA COMMUNICATION INSTALLER

☐ ELECTRICIAN

☐ ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

☐ GLAZIER

☒ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

☐ INSULATION WORKER (HEAT and FROST)

☐ IRON WORKER

☐ IRON WORKER (ASSEMBLER, METAL BLDGS)

☐ PAINTER and DECORATOR

☐ PLASTERER

☐ PLUMBER

☐ RESIDENTIAL ELECTRICIAN

☐ ROOFER and WATER PROOFER

☐ SHEET METAL WORKER

☐ SPRINKLER FITTER

☐ STEAMFITTER

☐ STEAMFITTER (REFRIGERATION)

☐ STEAMFITTER (SERVICE)

☐ TAPER and FINISHER

☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

☐ TILE SETTER

**BARTILLON SIDEWALK
CONTRACT NO. 8757**

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

Telephone Number: 608 848 5991 Fax Number: 608 848 5992

Contact Person/Title: _____

Prime Bidder Certification

I, Robert Endres, president of _____

Parisi Construction LLC Name Title
_____ Company certify that the information

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

Christine Ahern
Witness' Signature

March 27, 2025
Date

[Signature]
Bidder's Signature

**BARTILLON SIDEWALK
CONTRACT NO. 8757**

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	
CABnumm	Trucking	13	%
Red Arrow Electric	Electrical	1	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:		14	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
			%

Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: _____ %.

BARTILLON SIDEWALK

CONTRACT NO. 8757

DATE: 3/27/25

Parisi Construction, LLC

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$2,100.00	\$2,100.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$60,000.00	\$60,000.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON-WOVEN (UNDISTRIBUTED) - S.Y.	3800.00	\$0.01	\$38.00
20204.0 - SELECT FILL - TON	275.00	\$0.01	\$2.75
20217.0 - CLEAR STONE - TON	60.00	\$23.50	\$1,410.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$120.00	\$120.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$1,200.00	\$1,200.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL, & MAINTAIN (UNDISTRIBUTED) - L.F.	1250.00	\$3.20	\$4,000.00
20221.0 - TOPSOIL - S.Y.	2500.00	\$0.01	\$25.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	200.00	\$3.60	\$720.00
20401.0 - CLEARING - I.D. - EACH	9.00	\$0.01	\$0.09
20402.0 - GRUBBING - I.D. - EACH	9.00	\$0.01	\$0.09
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	6.00	\$560.00	\$3,360.00
20701.0 - TERRACE SEEDING - S.Y.	2500.00	\$0.01	\$25.00
21049.0 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	6.00	\$320.00	\$1,920.00
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	12.00	\$61.00	\$732.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	6.00	\$180.00	\$1,080.00
21063.0 - EROSION MATTING, CLASS I, TYPE A- ORGANIC - S.Y.	2500.00	\$0.01	\$25.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	5650.00	\$12.00	\$67,800.00
30302.0 - 7 INCH CONCRETE SIDEWALK - S.F.	180.00	\$15.00	\$2,700.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	10.00	\$55.00	\$550.00
90001.0 - ADJUST EXISTING ELECTRICAL PULL BOX IN PLACE - EACH	5.00	\$500.00	\$2,500.00
22 Items	Totals		\$150,307.93



Department of Public Works

Engineering Division

James M. Wolfe, P.E. City Engineer

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

Deputy City Engineer

Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris J. Petykowski, P.E.

Deputy City Engineer

Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1

Mark D. Moder, P.E.
Andrew J. Zwieg, P.E.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

Parisi Construction, LLC

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

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

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

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

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

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

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

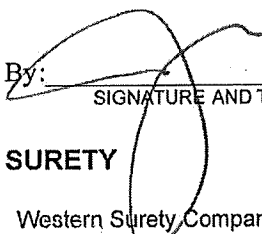
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

Parisi Construction, LLC
COMPANY NAME



December 21, 2023
DATE

By: 
SIGNATURE AND TITLE

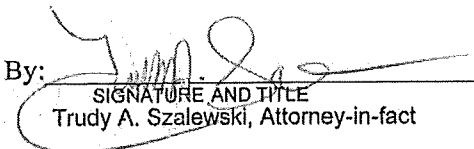
president

SURETY

Western Surety Company
COMPANY NAME

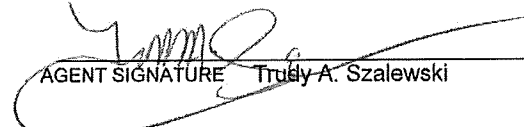
AFFIX SEAL

December 19, 2023
DATE

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

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

December 19, 2023
DATE


AGENT SIGNATURE Trudy A. Szalewski

10700 W. Research Drive - #450
ADDRESS

Milwaukee, WI 53226
CITY, STATE AND ZIP CODE

414-225-5394
TELEPHONE NUMBER

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

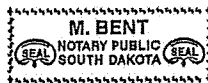
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 16th day of May in the year Two Thousand and Twenty-Five between **PARISI CONSTRUCTION, LLC** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **MAY 6, 2025**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

BARTILLON SIDEWALK CONTRACT NO. 8757

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE HUNDRED FIFTY THOUSAND THREE HUNDRED SEVEN AND 93/100 (\$150,307.93)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

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

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the 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.

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

**BARTILLON SIDEWALK
CONTRACT NO. 8757**

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

Countersigned:

Christine Allen

Witness

4/21/25

Date

Christine Al

Witness

4/21/25

Date

PARISI CONSTRUCTION, LLC

Company Name

President

Secretary

4-21-25

Date

4-21-25

Date

CITY OF MADISON



Satya Rhodes-Conway, Mayor

05/16/2025

Date



Acting City Clerk

05/13/2025

Michael Haas, Acting City Clerk

Date

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

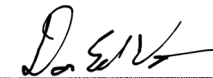


David P. Schmiedicke, Finance Director

05/13/2025

Date

Approved as to form:



for Michael Haas, City Attorney

05/16/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -25-00273 ID
No. 87705, adopted by the Common Council of the City of Madison on May 6, 2025.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we PARISI CONSTRUCTION, LLC as principal, and Western Surety Company Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE HUNDRED FIFTY THOUSAND THREE HUNDRED SEVEN AND 93/100 (\$150,307.93)** 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:

**BARTILLON SIDEWALK
CONTRACT NO. 8757**

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 7th day of May, 2025.

Countersigned:

Witness

Secretary

PARISI CONSTRUCTION, LLC

Company Name (Principal)

President



Western Surety Company

Surety

Seal

☒ Salary Employee ☐ Commission

By

Trudy A. Szalewski, Attorney-in-Fact

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 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 7, 2025

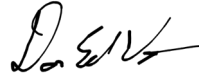
Date

Agent Signature

The foregoing Bond has been approved as to form:

05/16/2025

Date



for City Attorney

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

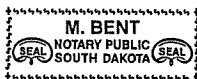
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of May, 2025



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”