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#### BID OF PARISI CONSTRUCTION, LLC

2025

#### PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**2025 SAFE STREETS** 

CONTRACT NO. 8800

**MUNIS NO. 15200** 

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON APRIL 15, 2025

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

# 2025 SAFE STREETS CONTRACT NO. 8800

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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: mg

#### 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:	2025 SAFE STREETS
CONTRACT NO.:	8800
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	3/13/2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	3/13/2025
BID SUBMISSION (2:00 P.M.)	3/20/2025
BID OPEN (2:30 P.M.)	3/20/2025
PUBLISHED IN WSJ	3/6 & 3/13/2025

<u>SBE PRE BID MEETING</u>: 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, <a href="mailto:TLomax@cityofmadison.com">TLOMAX@cityofmadison.com</a>.

<u>PREQUALIFICATION</u>: Forms are available on our website, <u>www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified</u>. <u>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.</u>

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.

A-1

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 prequalified 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 (<a href="www.bidexpress.com">www.bidexpress.com</a>). 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. Nothwithstanding 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 $\boxtimes$

Building Demolition  101 ☐ Asbestos Removal  120 ☐ House Mover	110  Building Demolition
Street, Utility and Site Construction	265 Retaining Walls, Precast Modular Units
201 ☐ Asphalt Paving 205 ☐ Blasting	270 Retaining Walls, Reinforced Concrete
210 Boring/Pipe Jacking	275 Sanitary, Storm Sewer and Water Main
215 Concrete Paving	Construction
220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work	276 Sawcutting
221 Concrete Bases and Other Concrete Work	280 Sewer Lateral Drain Cleaning/Internal TV Insp.
222 Concrete Removal	285 Sewer Lining
225 Dredging	290 Sewer Pipe Bursting
230 Fencing	295 Soil Borings
235 Fiber Optic Cable/Conduit Installation	300 ☐ Soil Nailing
240 Grading and Earthwork	305 🔲 Storm & Sanitary Sewer Laterals & Water Svc.
241 Horizontal Saw Cutting of Sidewalk	310 🗵 Street Construction
242 Hydro Excavating	315 🔲 Street Lighting
243 🔲 Infrared Seamless Patching	318 Tennis Court Resurfacing
245 Landscaping, Maintenance	320 Traffic Signals
246 Ecological Restoration	325 Traffic Signing & Marking
250   Landscaping, Site and Street	332 Tree pruning/removal
251 Parking Ramp Maintenance	333  Tree, pesticide treatment of
252 Pavement Marking	335 Trucking
255 Pavement Sealcoating and Crack Sealing	340 Utility Transmission Lines including Natural Gas,
260 Petroleum Above/Below Ground Storage	Electrical & Communications
Tank Removal/Installation	399  Other
262	
Bridge Construction	
501  Bridge Construction and/or Repair	
D. H. Harris Competitions	
Building Construction	
401 Floor Covering (including carpet, ceramic tile installation,	437 Metals
rubber, VCT	440 Painting and Wallcovering
402 Building Automation Systems	445 Plumbing
403 Concrete	450 Pump Repair
404 Doors and Windows	455 ☐ Pump Systems 460 ☐ Roofing and Moisture Protection
405 ☐ Electrical - Power, Lighting & Communications 410 ☐ Elevator - Lifts	464 Tower Crane Operator
410 ☐ Elevator - Lifts 412 ☐ Fire Suppression	461 Solar Photovoltaic/Hot Water Systems
413 Furnishings - Furniture and Window Treatments	465 Soil/Groundwater Remediation
415 General Building Construction, Equal or Less than \$250,000	
	466 LT Warning Strens
420	466 ☐ Warning Sirens 470 ☐ Water Supply Flevated Tanks
420 General Building Construction, \$250,000 to \$1,500,000	470 Water Supply Elevated Tanks
425 General Building Construction, Over \$1,500,000	470 ☐ Water Supply Elevated Tanks 475 ☐ Water Supply Wells
<ul> <li>425 ☐ General Building Construction, Over \$1,500,000</li> <li>428 ☐ Glass and/or Glazing</li> </ul>	<ul> <li>470 ☐ Water Supply Elevated Tanks</li> <li>475 ☐ Water Supply Wells</li> <li>480 ☐ Wood, Plastics &amp; Composites - Structural &amp;</li> </ul>
<ul> <li>425 General Building Construction, Over \$1,500,000</li> <li>428 Glass and/or Glazing</li> <li>429 Hazardous Material Removal</li> </ul>	<ul> <li>470 Water Supply Elevated Tanks</li> <li>475 Water Supply Wells</li> <li>480 Wood, Plastics &amp; Composites - Structural &amp; Architectural</li> </ul>
<ul> <li>425 ☐ General Building Construction, Over \$1,500,000</li> <li>428 ☐ Glass and/or Glazing</li> </ul>	<ul> <li>470 ☐ Water Supply Elevated Tanks</li> <li>475 ☐ Water Supply Wells</li> <li>480 ☐ Wood, Plastics &amp; Composites - Structural &amp;</li> </ul>
<ul> <li>425 General Building Construction, Over \$1,500,000</li> <li>428 Glass and/or Glazing</li> <li>429 Hazardous Material Removal</li> <li>430 Heating, Ventilating and Air Conditioning (HVAC)</li> <li>433 Insulation - Thermal</li> </ul>	<ul> <li>470 Water Supply Elevated Tanks</li> <li>475 Water Supply Wells</li> <li>480 Wood, Plastics &amp; Composites - Structural &amp; Architectural</li> </ul>
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	<ul> <li>470 Water Supply Elevated Tanks</li> <li>475 Water Supply Wells</li> <li>480 Wood, Plastics &amp; Composites - Structural &amp; Architectural</li> </ul>
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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  State of Wisconsin Certifications  1 ☐ Class 5 Blaster - Blasting Operations and Activities 2500 feet road cuts.  2 ☐ Class 6 Blaster - Blasting Operations and Activities 2500 feet	470 Water Supply Elevated Tanks 475 Water Supply Wells 480 Wood, Plastics & Composites - Structural & Architectural 499 Other  and closer to inhabited buildings for quarries, open pits and and closer to inhabited buildings for trenches, site
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  State of Wisconsin Certifications 1 ☐ Class 5 Blaster - Blasting Operations and Activities 2500 feet road cuts. 2 ☐ Class 6 Blaster - Blasting Operations and Activities 2500 feet excavations, basements, underwater demolition, underground	470 Water Supply Elevated Tanks 475 Water Supply Wells 480 Wood, Plastics & Composites - Structural & Architectural 499 Other  and closer to inhabited buildings for quarries, open pits and the and closer to inhabited buildings for trenches, site dexcavations, or structures 15 feet or less in height.
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#### **SECTION B: PROPOSAL**

# Please refer to the Bid Express Website at <a href="https://bidexpress.com">https://bidexpress.com</a> 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 <u>ad hoc</u> 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 <u>ad hoc</u> 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 www.citvofmadison.com/civil-rights/contract-compliance/targeted-business-enterpriseprograms/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 <u>bidder</u> 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. Nothwithstanding 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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**

# 2025 SAFE STREETS CONTRACT NO. 8800

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, excavation, base preparation, curb and gutter, concrete medians, driveway aprons, sidewalk, asphalt pavement, and replacement of storm sewer main and storm sewer structures.

This project contains 15 different sites across the City of Madison. Their locations are listed below:

Fisher Center Dane (FS): Northwest side of the intersection of Fisher Street & Center

Street and northeast side of the intersection Fisher Street &

Dane Street

Buick Street Sidewalk (BC): South side of <u>Buick Street between Taft Street and Fisher Street</u>

Gammon Mineral Point (GA): East side of the intersection of S Gammon Road & Mineral Point

Road

Langdon Carroll Henry (LA): Northwest side of the intersections of Langdon Street & Carroll

Street and Langdon Street & Henry Street

Raymond Gilbert (RA): West side of the intersection of Raymond Road & Gilbert Street

University Blackhawk (UB): Intersection of University Avenue & Blackhawk Avenue/Joyce

Erdman Place

Milwaukee Walbridge (MW): Intersection of Milwaukee Street & Walbridge Avenue

Milwaukee Portland (MP): Intersection of Milwaukee Street & Portland Parkway

Segoe Richland (SR): West side of the intersection of Segoe Road & Richland Lane

Drake Brooks (DB): Intersection of <u>Drake Street & Brooks Street</u>

Odana Parman Gately (OD): The northwest side of the intersection of Odana Road & Gately

Terrace and the southeast side of the intersection of Odana

Road & Parman Terrace

Blaine Toban Sidewalk (BT): The north side of Blaine Drive from School Road to Toban Drive,

and the east side of Toban Drive from Blaine Drive to Northport

Drive

Cottage Grove Acewood (CG): The intersection of Cottage Grove Road & Acewood Boulevard

Badger Road Sidewalk (BA): The south side of Badger Road from Park Street to 711 West

**Badger Road** 

Wisconsin Johnson Gorham (WI): The intersections of Wisconsin Avenue & E Gorham Street and

Wisconsin Avenue & E Johnson Street

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

#### SECTION 105.12 COOPERATION BY THE CONTRACTOR

Be advised that there shall be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging.

#### **Access to Properties**

The Contractor shall maintain access to all properties along Buick Street between Taft Street and Fisher Street, on the south side of Segoe Road at Richland Lane, Blaine Drive form School Road to Toban Drive, Toban Drive from Blaine Drive to Northport Drive, and Badger Road from Park Street to 71 West Badger Road at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to the residents of the properties 72 hours before any work is done that would partially or fully obstruct their driveways. The Contractor shall notify residents of access routes. Maintenance of access to properties shall be considered incidental to the work being performed.

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

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

#### Coordination with Resurfacing Project – Raymond Gilbert

The 2025 Resurfacing Contract is planning a resurfacing of Gilbert Street overlapping the project limits of the Raymond Gilbert project site. The contractor shall coordinate the timing of construction so that the Raymond Gilbert site is complete prior to the resurfacing of Gilbert Street. Contact Shawn Beer <a href="mailto:sbeer@cityofmadison.com">sbeer@cityofmadison.com</a> to coordinate.

#### Coordination with Private Development Project – Badger Road Sidewalk

Sidewalk connection to adjacent property to be completed by private development project 15319 contract 9533. Contact Nashaly Gutierrez Vazquez <a href="mailto:ngutierrez@cityofmadison.com">ngutierrez@cityofmadison.com</a> if coordination is necessary.

#### Purchase of Easement - Badger Road Sidewalk

The City of Madison Engineering Division is in the process of acquiring a temporary limited easement to construct the Badger Road Sidewalk. The contractor shall not proceed with any work associated with this project site without authorization via email from Mario Galindez, <a href="mailto:mgalindez@cityofmadison.com">mgalindez@cityofmadison.com</a> to ensure that the easement is acquired.

#### Coordination with Dane County - University Blackhawk

This project site is within right of way maintained by Dane County and the design team has received high level approval from them for this project. The contractor shall obtain all permits and permissions necessary to complete work within a county right of way before work can proceed at this site. The "Permit to Work in CTH ROW" can be acquired at <a href="https://highway.countyofdane.com/permits">https://highway.countyofdane.com/permits</a>.

#### SECTION 107.17 <u>UTILITY COORDINATION</u>

Work in this contract will require utility relocations or adjustments. 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 and provide working area for installation of new facilities.

MCI, AT&T, MG&E Gas, TDS Telecom, Charter, and MG&E Electric have facilities within the project limits. The only two sites that have potential utility conflicts are the Blaine Toban Sidewalk and the Badger Road Sidewalk.

#### Blaine Toban Sidewalk:

MG&E Electric has overhead lines within the project limits that will need to be relocated. Power poles at STA 731+25 and STA 744+50 will need to be replaced or moved by MG&E Electric to accommodate the proposed sidewalk. The Contractor shall contact Tony Sanfratello, <a href="mailto:asanfratello@mge.com">asanfratello@mge.com</a> to coordinate relocation work.

AT&T has underground lines within the project limits running along the east side of Toban Drive. No conflicts are anticipated.

#### Badger Road Sidewalk:

AT&T has an underground fiber line which runs under this section of proposed sidewalk. Between stations 22+50 and 23+00 the project requires a cut of approximately 12" to install the proposed sidewalk. Conflicts with the sidewalk cross section are not anticipated. Contractor shall contact Rick Podolak, rp4514@att.com to resolve potential conflicts.

MG&E Gas has gas facilities which run behind the proposed curb in the terrace between the curb and the proposed sidewalk. Approximately 6" of cut is required to install the proposed terrace. No conflicts are anticipated. The Contractor shall contact Roger Ahles, rahles@mge.com to resolve potential conflicts.

#### BID ITEM 10713 TEMPORARY CROSSWALK ACCESS

Temporary Crosswalk Access shall be used to maintain pedestrian access at Langdon Street & Henry Street, at Langdon Street & Carroll Street, and at Segoe Road and Richland Lane.

# SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

Care shall be taken not to disturb property irons, sod areas, retaining walls, or other items on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property. If private property is disturbed, it shall be restored promptly and at the expense of the contractor.

#### SECTION 107.6 DUST PROOFING

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

#### SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable Traffic Control Plan to Lukas Collins, City Traffic Engineering, lcollins@cityofmadison.comprior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start

work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

At all locations, the Contractor shall maintain two-way traffic at all times, and shall maintain access to all driveways at all times. Speed humps shall be constructed one half at a time to maintain two-way traffic on one side of the street. Install "Stop" signs with "Take Turns" plaque at speed hump construction locations.

Place traffic barrels on newly constructed concrete islands and speed humps until City Traffic Engineering installs final signing. Notify Lukas Collins, City Traffic Engineering, lcollins@cityofmadison.com as locations are complete to coordinate the sign installation.

#### **School Locations**

The following locations shall be constructed during the Madison Metropolitan School District summer recess—between Wednesday, June 11, 2025, and Friday, August 29, 2025, due to nearby schools:

- Gilbert Rd and Raymond Rd intersection
- Richland Ln and Segoe Rd intersection
- Blaine Dr
- Langdon St
- · Mineral Point Rd & Gammon Rd intersection

#### University Avenue at Blackhawk Avenue

Work at this location shall only begin after Madison Metropolitan Sewerage District (MMSD) completes a sanitary sewer lining project, which has an estimated completion of August 2025.

#### **Wisconsin Avenue**

Refer to the provided traffic control plan for the work on Wisconsin Avenue at Gorham Street and at Johnson Street. The work shall take place over a weekend during the UW-Madison summer recess (between May 15 and July 30. Work may not take place over the following event weekends:

- May 24-25 (Run Madtown)
- June 28-29 (Morgan Wallen at Camp Randall)
- July 12-13 (Art Fair on the Square)
- July 19-20 (Coldplay at Camp Randall & Maxwell Street Days)

#### **Peak Hour Restrictions**

All travel lanes shall be open during weekday peak hours (7:00 a.m. to 8:30 a.m. and 3:30 p.m. to 6:00 p.m.) at the following locations:

- Odana Rd
- Raymond Rd
- Milwaukee St
- University Ave

#### Coordination with Metro

The Contractor shall email Metro Transit, <a href="metronotice@cityofmadison.com">metronotice@cityofmadison.com</a> a minimum of 10 days prior to starting work at any location that will impact an existing bus stop or will require a bus stop to be temporarily relocated. Relocated bus stops shall meet Public Right-of-Way Accessibility Guidelines, which includes a boarding area that includes:

- Minimum dimension of 5' x 8'
- Maximum slope of 2% in any direction
- Stable, firm, and slip-resistant surface
- Connected to an accessible pedestrian access route

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

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

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

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

Contact Lukas Collins, 608-261-9625, <a href="mailto:lcollins@cityofmadison.com">lcollins@cityofmadison.com</a> for questions on these traffic specifications.

#### SECTION 108.2 PERMITS

The City of Madison will obtain a City of Madison Erosion Control Permit.

The Contractor shall meet the conditions of the permit 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.

#### **BID ITEM 10911 - MOBILIZATION**

This item shall be paid in accordance with 109.14 of the Standard Specifications for work in 2024 and 2025.

#### SECTION 109.2 PROSECUTION OF WORK

Work on this contract must not begin prior to May 19, 2025.

All Work on this contract must be completed by October 31, 2025.

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer of the selected start date in 2025 three (3) weeks in advance of said start date. If notice is not provided, the start date may be delayed and no additional compensation or time extensions will be granted for failure to provide the required notice.

#### **BID ITEM 20219 - BREAKER RUN**

It is assumed that 20% of all pavement reconstruction area on this project will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas, paid under the appropriate bid item.

#### SECTION 210.1(d) STREET SWEEPING

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

#### BID ITEM 50801 - UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction Latest Edition. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. The Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

This contract includes five additional undistributed storm ULOs to be performed at the direction of the City Inspector and Engineer.

#### ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Erin Geter (egeter@cityofmadison.com or 608-266-4058).

#### STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 58 feet of new storm sewer main. This includes installation of 12" and 18" circular diameter Type 2 (Pavement) storm sewer pipe.

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

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

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

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

#### ARTICLE 600 GENERAL PROVISIONS FOR CITY CONDUIT INSTALLATION

Supplement standard spec 652 as follows:

Use Schedule 80 conduit under all traffic areas.

Install all conduit at a minimum depth of 30 inches, unless otherwise approved by the engineer. Solvent weld all joints. Mark the location of each conduit, where conduit crosses traffic areas, by a permanent chiseled arrow or other appropriate permanent stamp in top of the curb head.

Install and connect all conduit to the concrete bases, manholes, handholes, existing conduit, or conduit elbows so as to provide a continuous network, unless otherwise indicated on the plan. All connections shall be watertight. Do not install drainage holes in conduit. Uncover the ends or mid-sections of all existing conduit that is being extended by or incorporated into this project work.

When connections are to be made to an existing conduit, first verify that the existing conduit is fully clear and useable for its entire cross-section and length. When the existing conduit is found to be defective, notify the engineer and do not proceed until the engineer so directs. If the contractor connects to an existing defective conduit without the express direction from the engineer, make any and all necessary repairs and replacements to all conduits, including conduit that was "existing" prior to the contractor starting work and to the satisfaction of the engineer. All costs of this work shall be at the expense of the contractor.

Where conduits terminate in a non-paved location and not in a structure, securely attach a PVC cap at the end at conduit depth of 30". Where conduit runs parallel to curb and gutter, place the conduit within 12 inches of the back of the curb, except as directed by the engineer. The engineer will determine termination points not within pull boxes or concrete bases.

Unless the contract provides for installation of cable, cap the ends of each run of conduit with standard conduit caps or otherwise appropriately plug the ends to preclude infiltration of water and soil. Install a pull wire in each conduit, except those with only streetlight wire. A pull wire shall be approximately 4 feet longer than the conduit run, and shall be doubled back for at least 2 feet at each terminal. The pull wire shall be #10 AWG copper, stranded, with THHN insulation and green color coding. Install the pull wire within seven days of completing a conduit installation from structure-to-structure.

Use a 6-inch minimum sand padding below the conduit and a 6-inch minimum sand lift above the conduit. Do not backfill trench with any rocks larger than 4 inches in diameter or any foreign debris.

#### ARTICLE 700 GENERAL PROVISIONS FOR CITY TRAFFIC SIGNALS

Perform all work on the lighting and conduit/pull box system in accordance to the Wisconsin Electrical Code, the applicable provisions of the standard specifications, and

these special provisions and plans.

The City of Madison will remove existing traffic signals and "signal only" poles when the temporary signals are in place at each intersection. Contact Chad Veinot at the City of Madison Traffic Engineering Shop, (608) 266-9031, to coordinate removal of existing signals and installation of new signals.

Remove existing streetlight poles identified for removal, including those that also have traffic signal equipment on them.

Each pedestrian push button installation shall include "Push Button for Walk Signal" signs. Single direction arrow signing shall also be used with all buttons except two direction arrow signing is needed for single buttons on median poles.

If existing conduits, handholes and bases designated as "save" cannot be saved, contact Jerry Schippa, (608) 267-1969, for further direction.

All new electric services shall be metered power, 100 amperes, 120 volt.

A minimum of 6 feet separation shall be maintained between any adjacent loop detectors.

#### ARTICLE 800 GENERAL PROVISIONS FOR CITY ELECTRIC SYSTEMS

#### A General Requirements

Perform this work in accordance to the Wisconsin Electrical Code, National Electrical Contractor's Association (NECA) electrical construction practices, OSHA and the standard specifications.

Perform all work on the lighting and conduit/pull box system in accordance to the Wisconsin Electrical Code, and applicable provisions of standard spec 659, and these special provisions and plans.

Carefully remove and salvage the steel frames and covers from all pull boxes and manholes to be removed or abandoned, and all street light poles, arms, transformer bases, fixtures, concrete handholes, and associated equipment. Material designated by the City to be saved shall be returned to City Traffic Engineering, 1120 Sayle St., Madison.

Complete electrical work by a journey-worker electrician or be completed by an electrical apprentice under the supervision of a journey-worker electrician. Legal status or standing as a journey-worker and apprentice electricians shall be certified or otherwise documented to the engineer before beginning any electrical work. Electrical work is hereby defined as electrical and related construction required to be performed under the contract by the contractor, in accordance to the standard specifications, contract provisions, standard detail drawings and plan details applicable to electrical construction. At the pre-construction conference, supply the engineer with a list of names and qualifications of journey-workers and/or electrical apprentices who will or may be working on this contract.

Proof of qualification to do electrical journey-worker level work shall be the "Completion of Apprenticeship" certification card issued by an approved state agency, or a resume showing sufficient electrical education and a minimum of 14,000 hours of varied electrical work experience. All apprentices shall be indentured by an approved state agency.

The contractor is hereby advised that electrical apprentices must work under the terms of their indentures, which require an apprentice be under the direct supervision of a journey-worker with the exception of an apprentice in the final year as an apprentice.

Any violation, or suspected violation, of these terms will be reported to the Bureau of Apprenticeship Standards.

On completion of the work, test the installation and ensure that it is entirely free of grounds and short circuits. This contract contemplates and intends a complete and operating installation of electrical work. Everything in the form of labor or material necessary for this result is in the intent of the contract.

It must be understood that electrical drawings and details are diagrammatic; they are not intended to be shop drawings. It is expected it may be necessary to move conduit, and/or equipment in some cases, to get a coordinated installation. Such changes are considered part of the contract obligation, without cost to the owner. Do not locate any equipment where its usefulness and/or operation may be affected by the work of other trades, door swing, counter, equipment, etc.

The contractor acknowledges his acquaintance with the plans and specifications and their respective requirements, and shall guarantee the electrical system has been installed strictly in accordance to the electrical plans and specifications, using only the best of materials available and installed in a substantial manner by experienced labor. The contractor agrees to replace and/or repair items failing from causes of faulty workmanship, material or design, without extra cost, at any time within one year from the date of final acceptance.

Furnish the City of Madison with service manuals for all items furnished under this contract. Service manuals shall be complete with drawings, diagrams, operation and installation instructions, and parts lists.

New streetlight wire in conduits shall consist of (3) #4 and (1)#8 green wire. The color coding for the #4 wire shall be one black, one red, and one white.

Ground wires shall have green insulation or be marked with green tape at all junction or pull boxes and at all terminations. Equipment and enclosures shall be grounded, ground connection surfaces shall be cleaned, and connections shall be made so it is impossible to move them.

All maintenance of existing street light facilities within the project limits, and street lights outside the project limit but serviced by electrical services within the project limit shall be the contractor's responsibility. Maintain the new street lights until project work is accepted. This work shall be considered incidental to installation of street light units, temporary lighting, structures and ducts, and no separate compensation will be paid.

Extend existing lighting circuits to feed the new and relocated lights as part of this project. Verify the existing loads of each lighting circuit before adding additional load to a lighting circuit. Loading on any circuit shall not exceed NEC requirements.

Submit one copy of as-built plans, including cable and conduit routing diagrams, wiring of fixtures and other pertinent details, to the engineer and the City of Madison.

Furnish equipment and appliances necessary to test the complete installation of electrical conductors. Test and demonstrate to the satisfaction of the engineer that the circuits are properly connected, continuous and free from short circuits and unspecified grounds, that the circuits are connected in accordance to the manufacturer's wiring layout, and that each circuit is operational. The lighting system shall not be deemed complete until the electrical work has been completed and the electrical systems are found to be in proper working order, including operation for ten consecutive nights without failure.

#### **B** Materials

All materials furnished by the contractor for lighting installation under this contract are subject to approval by the engineer.

Manufacturers shall be responsible for providing materials listed by UL or other approved agencies and all governing codes and ordinances. Materials must bear a UL and/or other approved labels, where possible. Items specified by catalog number of brand name and shop drawing approval will not relieve the manufacturer of this responsibility. All electrical material for which a standard has been established by the Underwriters Laboratories, Inc. shall be furnished and installed under this contract. Material shall have the UL label firmly attached and be listed by UL Listing signifies that the material has passed the established standard testing. All electrical materials shall conform to the latest requirements of the Wisconsin Electrical Code.

All materials, not specified herein, used in the work shall conform to the requirements specified on the plan or the contract special provisions.

Furnish and install incidental items, such as wire nuts, grommets, tape, connectors, and electrical varnish that are obviously necessary to make the proposed system complete from the source of supply to the most remote unit.

Touch up mars and scratches on painted equipment with two coats of synthetic resin enamel or as directed by the engineer.

Furnish a complete list and cut sheets/shop drawings of materials to be furnished and used for lighting. Include the names and addresses of manufacturers, together with catalog numbers, certificates of compliance, specifications, and other product information requested by the engineer. Submit the list and cut sheets/shop drawings within 20 calendar days of the award of the contract. Do not incorporate any materials into the lighting system prior to obtaining the written approval of the engineer. Approval does not change the intent of the specifications. Do not substitute any materials. The contractor is allowed up to two submittals of material for approval. If more than two submittals are required, the contractor will be charged on a time-and-material basis for additional review time with payment made before submittals will be reviewed.

#### C Splices

Splices shall comply with standard spec 659.3.2. All splices within a junction box, handhole, etc. shall be of the same type. No splices are allowed in underground pull boxes, except for grounding conductors.

#### **D** Circuit Identification

Accomplish color coding by using cable jackets of the proper color. Code all tails of all splices. Color-code secondary distribution circuits as shown on the plans; the ground conductor shall be green. Each accessible location of underground cable in junction boxes, pull boxes and pole bases shall have a permanent white nylon tag with black lettering, attached in a "flag" manner using a nylon tie, identifying the cabinet and conductor circuit number.

#### **E Branch Circuit Tagouts**

The contractor may at his option work on live circuits or he may disconnect and tag out circuits. Any branch circuit not disconnected and tagged out shall be considered live; restrict work force to those qualified to work on live circuits. Disconnection may be made by disconnecting branches at the overcurrent device. Make tagouts with contractor furnished manufactured electrical warning tags and endorse with the name of the contractor, the date, and the project. Clear all tagouts by the end of the workday.

#### **F Threaded Fasteners**

Liberally coat all threaded fasteners, i.e., screws, and bolts with an approved anti-seize compound. Excepting fasteners inside control cabinets, fasteners up to 1/2-inch in diameter shall be stainless steel.

Provide rust, corrosion and anti-seize protection at threaded assemblies by coating the mating surfaces with Markal (Hightemp E-Z Break), Never-Seez (marine grade), LPS 100, Lubriplate or approved equal.

#### **G Bonding Wire**

Install bonding wire in conduits for equipment grounding. Ground all equipment as required.

#### **H Initial Failures**

The contractor and the engineer shall agree on a time for test burning of completed installations, which is generally toward the end of the contract period. Replace failed lamps, along with any other non-functioning component, for no additional compensation. Only one test burn for the purpose of identifying initial failures will be required. Coordinate supply of replacement lamps with the city.

#### I Project Construction Staging

The construction of the new lighting system shall maintain the integrity of the existing lighting systems within and beyond the project limits at all times. Exceptions to this shall only be granted for just cause by the inspector.

#### J Items of the Same Classification

All items of the same classification shall be of the same manufacturer and series.

#### L Underground Installation

Ensure that the engineer has inspected all underground conduit and concrete base forms before backfilling any trench or pouring concrete. Any work completed without such inspection is subject to rejection as unacceptable work and shall be immediately removed and acceptably replaced or otherwise satisfactorily corrected by and at the expense of the contractor. It is the contractor's responsibility to arrange for inspections. There will not be any additional compensation to the contractor for delays and inconvenience associated with arranging and waiting for inspections.

#### BID ITEM 90001- MODIFIED CONCRETE MOUNTABLE MEDIAN NOSE

#### **DESCRIPTION**

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct the Modified Concrete Mountable Median Nose as detailed on the plans. All work shall be performed per Part III of the City of Madison Standard Specifications.

#### **MATERIALS**

The Modified Concrete Mountable Median Nose shall be composed of concrete conforming to Part III of the City of Madison Standard Specifications.

#### METHOD OF MEASUREMENT

The Modified Concrete Mountable Median Nose shall be measured in place by the square feet of surface area.

#### **BASIS OF PAYMENT**

The Modified Concrete Mountable Median Nose, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

#### **BID ITEM 90002- RECONSTRUCT STRUCTURE**

#### **DESCRIPTION**

Work under this item shall include removal of old inlet casting, lowering walls up to 12 inches, constructing a new roof to accommodate a standard R-3067-7004 City of Madison H-inlet casting (included as part of this item), and installation of new casting to the proposed grade. The new roof shall be constructed in to be in compliance with the roof detail for Type "H" Inlet in the Standard Specifications for Public Works Construction, Latest Edition. This item includes all materials, incidentals, and labor required to complete the work. This item includes the disposal of the existing casting and provision of a new H-inlet casting.

#### **METHOD OF MEASUREMENT**

Reconstruct Structure shall be measured as each structure reconstruction acceptable completed.

#### **BASIS OF PAYMENT**

Reconstruct Structure shall be measured as above and paid at the contract unit price which shall be full compensation for all work, materials, and incidentals required to acceptably complete the work as outlined in the description.

#### BID ITEM 90003- ADJUST INLET PROVIDE NEW R -1878-B7L

#### **DESCRIPTION**

Work under this item shall include the removal of an existing inlet casting and adjusting rings and other materials down to a stable and sound wall structure. Castings shall be salvaged in accord with the Standard Specifications for Public Works Construction. A new casting R-1878-B7L shall be provided and installed to the grade called out in the plan or as determined in the field. All materials, work, and incidentals required to complete this work are included in this bid item.

#### METHOD OF MEASUREMENT

Adjust Inlet Provide New R-1878-B7L shall be measured by each completed repair/reconstruction.

#### **BASIS OF PAYMENT**

Adjust Inlet Provide New R-1878-B7L shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as set forth in the description.

#### BID ITEM 90010 - PAVEMENT MARKING EPOXY, YIELD LINE TRIANGLE (2'X3')

#### DESCRIPTION

Work under this item shall include the furnishing and application of yield line pavement markings as shown on the plans. The pavement markings shall conform to all aspects of the current edition of the Wisconsin Department of Transportation Standard Specifications, Part 6 Section 646 & Section 647 as they pertain to the bid items within this section, except for the measurement of items described in the following section, shall apply.

#### METHOD OF MEASUREMENT

Pavement Marking Epoxy, Yield Line Triangle (2'x3') shall be measured by Each, acceptably installed, as shown on the plan.

#### **BASIS OF PAYMENT**

Pavement Marking Epoxy, Yield Line Triangle (2'x3'), as measured above, will be paid for at the contract price, which shall be full compensation for all work, materials, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90011 - FURNISH & INSTALL 20-FT, 7 GAUGE POLE; 90011
BID ITEM 90012 - FURNISH & INSTALL TRAFFIC SIGNAL STANDARD 3.5' POLE; 90012
BID ITEM 90013 - FURNISH & INSTALL TRAFFIC SIGNAL STANDARD 15' POLE; 90013

#### A Description

This special provision describes furnishing and installing poles and arms in accordance to section 657 of the standard specifications, the details shown on the plans, and these special provisions.

#### **B** Materials

Provide round poles, with a base plate welded to the bottom end of the pole. All 20 foot and 30 foot poles are to be a single section, with an eight-inch diameter shaft at the base and 0.14 inches per foot taper. All 30 foot poles are to be a single section, with an eight and 11/16-inch diameter shaft at the base and 0.14 inches per foot taper.

Provide base plates wait ha a slotted opening for anchor bolts.

Certify that all 30-foot poles have been designated to withstand a 90 mile per hour sustained wind velocity and 117 mile per hour gust velocity with the bracket arm and luminaires in place.

Use 20-foot 7 gauge poles for supporting aluminum trombone arms holding signs and/or signal heads.

Provide a 4" x 6 ½" galvanized handhole with contoured or flat cover plate joined to the reinforced handhole frame with two bolts. Locate the handhole at 90 degrees clockwise from the bracket arm side of poles as viewed when looking down from the top of the pole. The center of the handhole should be 14 inches from the bottom of the pole. Provide a solid metal bracket, with a drilled and tapped hole for securing cover plate bolts. Clips for holding these bolts are not acceptable. The machine bolts shall be a slotted hex-head style.

Fabricate the pole shaft from the herein specified manufacturer's best grade, hot rolled basic option hearth, or basic oxygen process steel. Provide a shaft with only one longitudinal, electrically welded joint, with the strength rated at not less than 100 percent of the yield strength of the steel and shall have no intermediate horizontal joints or welds. Only one length of steel shall be used, and form it into a continuously tapered shaft, having a taper of approximately 0.14 inches per foot. Provide smooth welds allowing the specified taper to be constant. Provide a pole that is within ½" in 10 feet of being straight and centered on its longitudinal axis.

Provide a grounding nut or nut holder for accommodating a  $\frac{1}{2}$  inch x 13 UNC threaded bolt or stud on the inside of the shaft immediately opposite the center of the handhole. Make the nut completely free of any metal residue that would prevent a bolt from easily screwing entirely into the nut.

Provide all poles holding LED fixtures with mounting and wire raceway holes placed before being hotdipped galvanized. Coordinate mounting needs with the LED luminaires selected for the project prior to ordering poles.

Furnish and install a pole-top cover and four nut covers for each pole.

Provide each steel pole with a permanent imprinted metal label attached with rivets midway between the base plate and the handhole. State the overall pole height, shaft gauge, and year of manufacture on the label. Provide a label that will conform to the curvature of the pole and not have any sharp edges or corners. Install rivets so they are smooth inside and outside of the pole.

Thoroughly clean the exterior surface of the pole, arm, and hardware to make them free of all loose rust, mill scale, dirt, oil, grease, and other foreign substances after all welding has been completed. Hot-dip galvanized the poles and arms in accordance to the requirements of ASTM Designation A123. Hot-dip galvanize the hardware in accordance to ASTM designation A153. Provide a bright, shiny, and uniform galvanized finish. Matted or dull pole sections will not be accepted.

Furnish non-shrink commercial grout from approval products list.

#### **B.1 Pole Coatings**

Confer with Jerry Schippa of City Traffic Engineering, (608) 267-1969, as to the specifications for a black anodized finish in order to assure the city that the city's desires are being fulfilled. Spin the poles using a fine (120) grit. Provide a uniform finish appearance free from any streaking during the pole extrusion, spinning and anodizing.

#### C Construction

Set and plumb metal poles with the use of leveling nuts furnished with the anchor bolts. Level luminaires after erecting and leveling the metal standards with bracket arms. The proper leveling method may be obtained from the manufacturer's instruction manual. Torque nuts on anchor and transformer bolts to 175-200 foot pounds or as directed by the engineer. Provide rust, corrosion, and snit-seize protection at all threaded assemblies by coating and mating surfaces with Markal (hightemp – E-Z Break), Never-Seez (Marine Grade), LPS 100, Lubriplate, or approved equal.

Attach the stranded copper ground wire that is installed as a part of the base construction with an approved connector (Fargo GC 202 or approved equal) to a ground nut locate inside the pole opposite the handhole.

When transformer bases are not installed, trowel grout between the pole and concrete base and finished at an angle from the edge of the pole base to the outer edge of the foundation. Leave a ½ inch slot for drainage through the grouting on the street side at the top of the concrete base.

#### **D** Measurement

The department will measure Pole (description) as each individual unit, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90011	Furnish & Install Pole 30-Foot 7 gauge	Each
90012	Furnish & Install Traffic Signal Standard 3.5-FT	Each
90013	Furnish & Install Traffic Signal Standard 15-FT	Each

BID ITEM 90014 - FURNISH & INSTALL TRAFFIC SIGNAL TROMBONE ARM, 15-FT BID ITEM 90015 - FURNISH & INSTALL TRAFFIC SIGNAL TROMBONE ARM, 18-FT BID ITEM 90016 - FURNISH & INSTALL TRAFFIC SIGNAL TROMBONE ARM, 20-FT

#### A Description

This special provision describes furnishing and installing trombone mast arms and all necessary miscellaneous hardware needed to complete the installation of the trombone mast arm as shown on the plans, in the standard specifications, and as hereinafter

provided.

#### **B** Material

Furnish traffic signal trombone arms designed to withstand loadings resulting from a 12" 3-section aluminum signal with backplate and an 18" x 90" aluminum street name sign mounted on the arm as shown on the drawing. Design factors in accordance to the AASHTO Specifications for the Design and Construction of Structural Supports for Traffic Signals, Signs, and Highway Lighting, together with a wind pressure resulting from a wind velocity of 80 miles per hour plus gust factor, shall be applied to these arms, with the above signals attached.

Furnish certification of compliance with these stated AASHTO performance requirements with submission of the material list.

Submit shop drawings that include dimensions of width, depth, length and thickness of all members and ASTM designation and alloy designation of aluminum members.

Construct trombone arms of aluminum consisting of round or oval upper and lower members joined by one or more tubular vertical struts welded to them. Construct the pole end of the mast arm with a mounting clamp welded to it which will permit the attachment of the mast arm to a round pole of varying diameter. Construct the lower clamp to be 5-7/8" I.D. and the upper clamp to be 5-1/2" I.D. Design the clamps to accommodate some variation in pole diameter while still attaining full contact between the clamp and the pole. The surface area of the clamp contacting the pole shall be sufficiently large and designed to prevent horizontal rotation in windy conditions. Provide bolts connecting the arm bracket to the back bracket from galvanized steel; stainless steel bolts are not acceptable. Design the vertical strut, which has provision for mounting the signal head, to provide for horizontal adjustability along the main mast arm members so that signal heads of various lengths with backplates, up to and including 5-section 12" heads, can be accommodated within the confines of the mast arm. Design the cross tees for signal heads to have two slots on the threaded hubs that face each other.

Provide the wiring raceway entrance to be through the lower mounting bracket.

Provide the mast arm with a uniform natural aluminum finish and clean. No painting or other corrosion preventive maintenance will be required.

Construct the portion of the main members of the arm to which the arm attachment bands are welded as one piece of seamless tapered aluminum tubes.

Attach the main arm member to the pole using extruded aluminum clamps fastened with continuously threaded stainless steel bolts with nuts and washers meeting the requirements of ASTM Designation A-320. List the strength and/or grade specification ratings on the shop drawings. Provide stiffeners or gussets at the joints between the main arm tubes and arm clamps to provide adequate strength to resist side loads.

Provide shims made of an aluminum alloy.

Provide a permanent imprint of the "Type" and "Year of Manufacture" on the underside of the lower member of each arm.

**B.1 Trombone Arm Coatings** [VACANT]

C (Vacant)

#### D Measurement

The department will measure Furnish & Install Trombone Arm, 15-FT and 18-FT by each individual unit, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90014	Furnish & Install Trombone Arm, Aluminum 15-FT	Each
90015	Furnish & Install Trombone Arm, Aluminum 18-FT	Each
90016	Furnish & Install Trombone Arm, Aluminum 20-FT	Each

Payment is full compensation furnishing and installing all materials including all hardware, fittings, mounting clamps, shims and attachments necessary to completely install the mast arms.

### <u>BID ITEM 90017 - FURNISH & INSTALL RECTANGULAR RAPID FLASHING BEACON (MILWAUKEE</u> & PORTLAND)

<u>BID ITEM 90018 - FURNISH & INSTALL RECTANGULAR RAPID FLASHING BEACON (MILWAUKEE & WALBRIDGE)</u>

BID ITEM 90019 - FURNISH & INSTALL RECTANGULAR RAPID FLASHING BEACON (UNIVERSITY & N BLACKHAWK)

BID ITEM 90020 - FURNISH & INSTALL RECTANGULAR RAPID FLASHING BEACON (ODANA & PARMAN GATELY)

BID ITEM 90021 - REMOVE & RE-INSTALL RECTANGULAR RAPID FLASHING BEACON (RRCB) EQUIPMENT AND POLES (RAYMOND - GILBERT)

<u>BID ITEM 90022 - REMOVE & RE-INSTALL RECTANGULAR RAPID FLASHING BEACON (RRFB) EQUIPMENT AND POLES (SEGOE - RICHLAND)</u>

#### A Description

These special provisions describe furnishing and installing a Rectangular Rapid Flashing Beacon (RRFB), setup as shown on the plans. These items also include locations where existing RRFB's are to be salvaged and re-installed (Raymond – Gilbert & Segoe – Richland).

#### **B** Material

The RRFB shall conform to MUTCD "Interim Approval 21 – Rectangular Rapid-Flashing Beacons at Crosswalks" https://mutcd.fhwa.dot.gov/resources/interim approval/ia21/index.htm

RRFB shall be either AC powered with AC service provided by traffic signal or street lighting cabinet, or solar powered with solar power panels mounted on the poles or arms as shown on the plans.

Upon activation, RRFB shall flash for 30 seconds and all flashing bars terminate at the same time. All button placements to be hard wired to their respective RRFB control unit.

#### Milwaukee & Portland, Item 90017 only:

W11-15(MOD) and W16-7R signs shall be supplied by the City of Madison and installed by the contractor. Notify Traffic Engineering Shop Ed Smith at 608-266-9034, 24-hours prior to pick up from the 1120 Sayle Street Madison site.

Signs for all other locations to be furnished and installed by the contractor.

#### Raymond & Gilbert and Segoe & Richland

These locations will involve salvaging existing RRFB equipment and poles, and reinstalling the above ground equipment. Any item below ground (bases, conduits, pullboxes, etc.) and any new equipment will be paid under separate items.

#### **C** Construction

Contractor shall install RRFB per the manufacturer's guidance such that any pressed button activates all RRFB's at the crossing.

#### **D** Measurement

The department will measure Rectangular Rapid Flashing Beacon by the Lump item, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the Following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90017	FURNISH & INSTALL RECTANGULAR RAPID	Lump
	FLASHING BEACON (MILWAUKEE – PORTLAND)	
90018	FURNISH & INSTALL RECTANGULAR RAPID	Lump
	FLASHING BEACON (MILAUKEE – WALBRIDGE)	
90019	FURNISH & INSTALL RECTANGULAR RAPID	Lump
	FLASHING BEACON (UNIVERSITY & BLACKHAWK)	
90020	FURNISH & INSTALL RECTANGULAR RAPID	Lump
	FLASHING BEACON (ODANA – PARMAN GATELY)	
90021	REMOVE & RE-INSTALL RECTANGULAR RAPID	Lump
	FLASHING BEACON (RRFB) EQUIPMENT AND	
	POLES (RAYMOND-GILBERT)	
90022	REMOVE & RE-INSTALL RECTANGULAR RAPID	Lump
	FLASHING BEACON (RRFB) EQUIPMENT AND	
	POLES (SEGOE & RICHLAND)	

Payment is full compensation furnishing and installing all materials including all hardware, fittings, mounting clamps, shims and attachments necessary to completely install and deliver an operating RRFB per plan.

#### BID ITEM 90030 - FURNISH & INSTALL TRAFFIC SIGNAL NEUTRAL #10 AWG WIRE

#### A Description

This special provision describes furnishing and installing #10 conductors for grounding purposes from the traffic signal controller base to each traffic signal base with 6-ft of slack in the controller cabinet and 15-ft of slack at each base without a trombone arm, and 50-ft of slack at each base with a trombone arm.

#### **B** Materials

Furnish solid copper conductor traffic signal cables conforming to IMSA Specification Number 20-1. Provide wire size and number of conductors as the plan show.

For wiring that extends from the terminal strip in each signal head to the mounting base, use an iMSA, 20-1 cable, 14 AWG 5, 7, 9 or 12 conductor as required.

#### **C** Construction

Cable shall be installed in continuous lengths without splices from the traffic signal control cabinet to each base containing a traffic signal display. Splices of cables will be permitted only in electrical handholes or handholes in poles, pole bases, or as otherwise provided in the plans.

#### **D** Measurement

The department will measure Cable Traffic Signal wires by the linear foot, acceptably completed, measured from the traffic signal control cabinet to each base containing traffic signal heads.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER

**DESCRIPTION** 

UNIT

90030

FURNISH & INSTALL TRAFFIC

Each

SIGNAL NEUTRAL #10 AWG WIRE

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

#### BID ITEM 90031 - REMOVE TRAFFIC SIGNAL CONTROL CABINET BASE

#### A Description

This special provision describes removing and disposing of existing concrete bases beneath existing traffic signal control cabinets.

#### **B** Materials

[Vacant]

#### C Construction

Contractor shall remove and dispose of the existing concrete bases identified in this item. Any wiring or equipment attached to or running through the base shall be discussed with Chad Veinot or Jerry Schippa (608 267 1969) prior to removing and disposing of the equipment.

#### D Measurement

The department will measure Remove Traffic Signal Control Cabinet Base by the each, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER

DESCRIPTION

UNIT

90031

Remove Traffic Signal Control Cabinet Base

Each

Payment is full compensation for removing and disposing of all materials necessary to complete the work.

BID ITEM 90032 - FURNISH & INSTALL TRAFFIC SIGNAL HEADS 12-INCH, 3-SECTION VERTICAL BID ITEM 90033 - FURNISH & INSTALL TRAFFIC SIGNAL HEADS 12-INCH, 3-SECTION HORIZONTAL

BID ITEM 90034 - FURNISH & INSTALL TRAFFIC SIGNAL HEADS 12-INCH, 4-SECTION VERTICAL

BID ITEM 90035 - FURNISH & INSTALL TRAFFIC SIGNAL BACKPLATE, BLACK 3-SECTION

BID ITEM 90036 - FURNISH & INSTALL TRAFFIC SIGNAL BACKPLATE, BLACK 4-SECTION

BID ITEM 90037 - FURNISH & INSTALL 16" PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER

#### A Description

This special provision describes furnishing and installing vehicle and pedestrian signals and backplates with LED indications in accordance to the standard specifications and these special provisions. These items are to include any and all mounting hardware for each signal. Note each mounting hardware required. Vertical signal mounts are either pole mount or trombone arm mounted, horizontal heads are mounted on trombone arms, pedestrian signals mounted on pole.

#### **B** Materials

Furnish circular and arrow LED modules from the departments approved product list and conforming to ITE VTCSH-LED.

Furnish state approved 16-Inch Pedestrian LED Full Hand/Full Man Overlay Module with Countdown conforming to ITE VTCSH-LED.

Provide all pedestrian signals with tunnel visors in place of z-grate specified by state DOT.

Provide all vehicle signals with cutaway visors.

Pedestrian countdown timers shall have a control wire so that when 120V AC current is applied, the timer will immediately go dark. This control wire shall be wired back to the signal control cabinet.

Make all vehicle and pedestrian signal heads with polycarbonate material, UV stabilized, with color impregnated in the material. All features and performance shall meet the requirements outlined in the latest revision of the Institute of Transportation Engineers' publication, "Adjustable Face Vehicular Traffic Control Signal Heads" The front face, all visors (inside and outside), and other exterior parts shall be flat or semi-gloss black. Use only exterior hardware made of stainless steel.

All vehicle and pedestrian signal heads shall have Black housings.

Furnish Backplates Signal Face (Size) that are in accordance to the pertinent requirements of standard spec 658 and these special provisions.

Provide a 5" wide black band around the signal head backplates for 12" signal heads. Make the backplates with an approved black rigid material, such as vacuum formed ABS plastic. Match the backplates to the signal heads being furnished under this bid, equipped with all necessary holes, mounting devices. Use only stainless steel mounting hardware.

All vehicle and pedestrian signal items shall include all mounting hardware.

#### **C** Construction

Construct according to standard spec 658.

#### **D** Measurement

The department will measure the items listed in this spec by each individual unit, acceptably completed.

#### **E** Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90032	Furnish & Install Traffic Signal Heads	Each
	12-inch, 3-Section Veritcal	
90033	Furnish & Install Traffic Signal Heads	Each
	12-inch, 3-Section Horizontal	
90034	Furnish & Install Traffic Signal Heads	Each
	12-inch, 4-Section Veritcal	
90035	Furnish & Install Traffic Signal Backplate	Each
	Black 3-Section	
90035	Furnish & Install Traffic Signal Backplate	Each
	Black 4-Section	
90036	Furnish & Install 16" Pedestrian Signal Heads	Each

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

#### BID ITEM 90038 - FURNISH & INSTALL ACCESSIBLE PEDESTRIAN PUSH BUTTON

#### A Description

This special provision describes furnishing and installing Accessible Pedestrian Push Buttons that conform to Chapter 4K of the 11<sup>th</sup> Edition of the Manual of Uniform Traffic Control Devices.

**B** Materials

Operating Voltage:

24 VDC.

External Connections:

3 wires to Pedestrian Head Control Unit located in the corresponding

pedestrian signal head.

Operating Temperature:

-34 to +74 Celsius

Ingress Protection:

NEMA 4X (IP65)

Pushbutton Operating Force: Maximum Audio Output:

1 to 3 lbs. 100 dBA at 1 meter

Dimensions:

129mm (W) x 69mm (D) x 355mm (H)

There shall be no control module in the traffic signal control cabinet.

Devices shall be able to be updated remotely via a phone app.

#### **B.1 Operations**

Each device shall come equipped with a tactile arrow, locator tone, audible message pre-loaded for each crosswalk, and come equipped with a 9" x 18" R10-3e sign. Jerry Schippa, (608 267-1969) can provide message details for ordering devices.

#### **C** Construction

Install APS buttons on poles per plan, at a height of 3.5 feet above the sidewalk such that the arrow on the device is pointing towards the crosswalk the button is associated with.

#### **D** Measurement

The department will measure Furnish & Install Accessible Pedestrian Button as each individual unit, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER

**DESCRIPTION** 

UNIT

90038

FURNISH & INSTALL ACCESSIBLE

Each

PEDESTRIAN BUTTON

Payment is full compensation furnishing and installing Accessible Pedestrian Buttons, Ped Control Unit, wiring between the two devices in order to operate APS buttons per MUTCD and PROWAG specifications.

#### BID ITEM 90039 - INSTALL CITY OF MADISON FURNISHED TS2 CABINET

#### A Description

This special provision describes picking up a TS2 traffic signal cabinet from 1120 Sayle Street, delivering it to the project site, installing the cabinet, making all wired connections in the cabinet in order to operate the traffic signal, and turning on the traffic signal.

#### **B** Materials

City of Madison to furnish cabinet and all cabinet equipment.

#### **C** Construction

Pick up cabinet from 1120 Sayle Street and install traffic signal control cabinet at the project site to deliver a fully functional traffic signal upon turn on.

#### **D** Measurement

The department will measure Install City of Madison Furnished TS2 Cabinet as each item, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER

DESCRIPTION

UNIT

SPV90039

INSTALL CITY OF MADISON FURNISHED TS2 Each

**CABINET** 

Payment is full compensation for installing a City of Madison Furnished TS2 Cabinet, all necessary incidental wiring and hardware, making all necessary connections.

#### BID ITEM 90040 - FURNISH & INSTALL PEDESTAL BASE

#### A Description

This special provision describes furnishing and installing Pedestal Bases as shown on the plans and as follows.

#### **B** Materials

Conform to WisDOT specification of WisDOT bid item 657.0100

#### B.1 Coatings

Confer with Jerry Schippa of City Traffic Engineering, (608) 267-1969, as to the specifications for a black anodized finish in order to assure the city that the city's desires are being fulfilled. Provide a uniform finish appearance free from any streaking during the anodizing.

#### **C** Construction

Install transformer bases in accordance to the manufacturer's instructions, and as shown on the plans.

#### **D** Measurement

The department will measure Furnish & Install Pedestal Base as each individual unit, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER

DESCRIPTION

UNIT

90040

Furnish & Install Pedestal Base

Each

Payment is full compensation furnishing and installing transformer bases, streetlight pole wire, mechanical grounding connector and related hardware; for leveling shims when required.

D-21 Rev. 3/3/2025-8800 Contract.doc

#### SECTION E: BIDDERS ACKNOWLEDGEMENT

# 2025 SAFE STREETS CONTRACT NO. 8800

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
Æ	to this bid or contract or otherwise.  I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
4.	(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
<u>5</u> .	(name of corporation, partnership, or person, submitting bid)
	a corporation organized and existing under the laws of the State of WISCONS IV
	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.
- Tanada	
11	
17	
SIGNATL	JRE 1
NV	of Mary
1/18	SIOICN CTINEAL MAIN
TITLE, IF	and subscribed to before me this 20—20—20—20—20—20—20—20—20—20—20—20—20—2
Sworn	and subscribed to before me this / Part :
	<u>M</u> day of
	And subscribed to before me this 20 day of 100 me this 20 day of 100 me this 20 day of 100 me the control of th
(Notary	Public or other officer authorized to administer oaths)
My Con	nmission Expires 1441006 Topic Operation
Bidders	shall not add any conditions of 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.
program, or there is no trade training program vision or inner.
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.
State of Wisconsiil.
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
HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
✓HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER  INSULATION WORKER (HEAT and FROST)

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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	

## 2025 SAFE STREETS CONTRACT NO. 8800

# **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: MYSI CONSTRUCTION, LLC
Address: 608 S. Nine Mound Rd. Venona, WI 53593
Telephone Number: 608 848 599 Fax Number: 608 848 5992
Contact Person/Title: KO best Gnaves, president
Prime Bidder Certification  1, Wasident of
Name Title certify that the information
✓ Company
contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.
Witness' Signature Bidder's Signature
March 20, 1025

# 2025 SAFE STREETS CONTRACT NO. 8800

# **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
Greener Valley Landscapna	landscaping	3,6 %
	, 1 ()	%
CABrumm	trucking	1.4 %
		%
	The state of the s	%
		%
		%
The second secon		%
		%
		%
		<u>%</u>
		%
		<u>%</u>
Subtotal SBE who are NOT suppliers:	•	
SBE Subcontractors Who Are Suppliers		
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
	***	%
		%
		%
		<u></u> %
		%
		%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBE Utilization:	%.	

CONTRACT NO. 8800 DATE: 3/13/25

	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$38,100.00	\$38,100.00
10720 - 10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW			
BOARD - DAYS - DAYS	10.00	\$25.75	\$257.50
10721 - TRAFFIC CONTROL SIGNS - PORTABLE CHANGEABLE			
MESSAGE - DAYS	5.00	\$81.00	\$405.00
10802 - ROOT CUTTING - SIDEWALK - L.F.	100.00	\$9.90	\$990.00
10912 - MOBILIZATION - L.S.	1.00	\$375,000.00	\$375,000.00
20101 - EXCAVATION CUT - C.Y.	1273.00	\$35.75	\$45,509.75
20130 - UNDERDRAIN - L.F.	50.00	\$21.00	\$1,050.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	2816.00	\$2.60	\$7,321.60
20219 - BREAKER RUN - TON	460.00	\$20.50	\$9,430.00
20221 - TOPSOIL - S.Y.	3300.00	\$7.90	\$26,070.00
20301 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	48.00	\$4.60	\$220.80
20303 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - L.F.	3251.00	\$3.00	\$9,753.00
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	510.00	\$9.60	\$4,896.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	2961.00	\$8.20	\$24,280.20
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	6980.00	\$3.30	\$23,034.00
20401 - CLEARING - I.D.	95.00	\$20.50	\$1,947.50
20406 - GRUBBING - I.D.	95.00	\$20.50	\$1,947.50
20701 - TERRACE SEEDING - S.Y.	3300.00	\$3.80	\$12,540.00
21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH	17.00	\$150.00	\$2,550.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	3520.00	\$3.30	\$11,616.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	2974.00	\$34.00	\$101,116.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	30.00	\$63.00	\$1,890.00
30205 - TYPE 'E' CONCRETE CURB & GUTTER - L.F.	550.00	\$39.75	\$21,862.50
30207 - TYPE 'H' CONCRETE CURB & GUTTER - L.F.	280.00	\$39.25	\$10,990.00
30301 - 5-INCH CONCRETE SIDEWALK - S.F.	13270.00	\$8.20	\$108,814.00
30302 - 7-INCH CONCRETE SIDEWALK AND DRIVE - S.F.	11490.00	\$9.40	\$108,006.00
30311 - CONCRETE MOUNTABLE MEDIAN NOSE - S.F.	280.00	\$11.50	\$3,220.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	968.00	\$44.50	\$43,076.00
	990.00	\$15.50	\$15,345.00
30355 - STAMPED AND COLORED 7 INCH CONCRETE - S.F. 40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 -	990.00	φ15.50	\$15,545.00
	440.00	\$23.00	\$10,120.00
TON 40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 -	440.00	φ23.00	\$10,120.00
	1770.00	¢20.75	\$36,727.50
TON	1770.00	\$20.75	•
40201 - HMA PAVEMENT 3 LT 58-28 S - TON	484.00	\$140.00 \$450.00	\$67,760.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	568.00	\$150.00	\$85,200.00
40218 - TACK COAT - GAL	260.00	\$2.80	\$728.00
40231 - ASPHALT DRIVE AND TERRACE - S.Y.	850.00	\$29.25	\$24,862.50
40251 - ASPHALT MATERIAL FOR CURB FRONT FILL - L.F.	440.00	\$18.50	\$8,140.00
40301 - FULL WIDTH GRINDING - S.Y.	1220.00	\$19.75	\$24,095.00
40402 - 9 INCH CONCRETE PAVEMENT - S.Y.	320.00	\$110.00	\$35,200.00
70104 - ADJUST WATER VALVE BOX - EACH	21.00	\$460.00	\$9,660.00
20217 - CLEAR STONE - TON	4800.00	\$0.01	\$48.00
21002 - EROSION CONTROL INSPECTION - EACH	28.00	\$82.00	\$2,296.00
21011 - CONSTRUCTION ENTRANCE - EACH	18.00	\$1,200.00	\$21,600.00
21013 - STREET SWEEPING - EACH	15.00	\$400.00	\$6,000.00

CONTRACT NO. 8800

DATE: 3/13/25

ltem	Quantity	Price	Extension
21017 - SILT SOCK (8 INCH) - COMPLETE (UNDISTRIBUTED) - L.F. 21031 - INLET PROTECTION, TYPE C - COMPLETE	850.00	\$8.20	\$6,970.00
(UNDISTRIBUTED) - EACH	13.00	\$310.00	\$4,030.00
21032 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	2.00	\$150.00	\$300.00
21033 - INLET PROTECTION TYPE C - MAINTAIN - EACH	2.00	\$10.25	\$20.50
21034 - INLET PROTECTION TYPE C - REMOVE - EACH 21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND	2.00	\$10.25	\$20.50
INSTALL (UNDISTRIBUTED) - EACH 21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN	81.00	\$400.00	\$32,400.00
(UNDISTRIBUTED) - EACH	81.00	\$28.75	\$2,328.75
21051 - INLET PROTECTION, RIGID FRAME - REMOVE			
(UNDISTRIBUTED) - EACH	81.00	\$34.00	\$2,754.00
21045 - INLET PROTECTION, TYPE A - COMPLETE - EACH	4.00	\$410.00	\$1,640.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	1.00	\$610.00	\$610.00
20313 - REMOVE INLET - EACH	7.00	\$610.00	\$4,270.00
20314 - REMOVE PIPE - L.F.	56.00	\$30.75	\$1,722.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	1.00	\$650.00	\$650.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	9.00	\$490.00	\$4,410.00
20503 - ADJUST INLET (UNDISTRIBUTED) - EACH	3.00	\$620.00	\$1,860.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	58.00	\$1.00	\$58.00
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	35.00	\$140.00	\$4,900.00
50434 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	23.00	\$150.00	\$3,450.00
50723 - 3'X3' STORM SAS - EACH	1.00	\$5,500.00	\$5,500.00
50724 - 4'X4' STORM SAS - EACH	1.00	\$7,300.00	\$7,300.00
50741 - TYPE H INLET - EACH	7.00	\$3,800.00	\$26,600.00
50801 - UTILITY LINE OPENING (ULO) (STORM) (UNDISTRIBUTED) -			
EACH	17.00	\$850.00	\$14,450.00
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F - L.F. 60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F -	325.00	\$2.80	\$910.00
L.F.	510.00	\$5.20	\$2,652.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F - L.F. 60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F -	821.00	\$4.10	\$3,366.10
L.F.	1150.00	\$12.25	\$14,087.50
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK,			
18-INCH - L.F - L.F.	1382.00	\$20.50	\$28,331.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F -			
L.F.	146.00	\$23.75	\$3,467.50
60819 - PAVEMENT MARKING EPOXY, CURB - L.F - L.F.	1402.00	\$11.25	\$15,772.50
60820 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - S.F S.F. 60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW -	476.00	\$8.20	\$3,903.20
EACH - EACH 60826 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE &	6.00	\$260.00	\$1,560.00
STRAIGHT ARROW - EACH - EACH 60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW -	3.00	\$230.00	\$690.00
EACH - EACH	2.00	\$260.00	\$520.00

CONTRACT NO. 8800 DATE: 3/13/25

Item	Quantity	Price	Extension
60881 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F - L.F.	236.00	\$3.10	\$731.60
60883 - PAVEMENT MARKING REMOVAL, 12-INCH - L.F - L.F.	244.00	\$5.20	\$1,268.80
60884 - PAVEMENT MARKING REMOVAL, 18-INCH - L.F - L.F.	602.00	\$6.20	\$3,732.40
00004 - PAVEINENT WARRING REWOVAL, 10-INCH - L.F - L.F.	002.00	Ψ0.20	ψ5,752.40
60886 - PAVEMENT MARKING REMOVAL, 4" DOUBLE LINE - L.F - L.F. 60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT -	56.00	\$3.10	\$173.60
LF 60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT -	179.00	\$18.03	\$3,227.37
LF	195.00	\$15.50	\$3,022.50
60228 - FURNISH & INSTALL 2 1/2 INCH PVC (SCHEDULE 40) CONDUIT - LF	20.00	\$13.50	\$270.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - LF	119.00	\$13.50	\$1,606.50
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT -			
LF 60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-	214.00	\$10.25	\$2,193.50
IN-DUCT - LF	119.00	\$90.00	\$10,710.00
60253 - FURNISH & INSTALL 3 #4 AND 1 #8 WIRES IN EXISTING OR			
CONTRACTOR INSTALLED CONDUIT - LF	770.00	\$16.50	\$12,705.00
60261 - ELECTRICAL TRENCH - LF	125.00	\$8.20	\$1,025.00
60263 - CABLE TRAFFIC SIGNAL 5-14 AWG - LF	573.00	\$2.30	\$1,317.90
60265 - CABLE TRAFFIC SIGNAL 7-14 AWG - LF	55.00	\$2.80	\$154.00
60267 - CABLE TRAFFIC SIGNAL 9-14 AWG - LF	20.00	\$3.40	\$68.00
60269 - CABLE TRAFFIC SIGNAL 12-14 AWG - LF	325.00	\$4.10	\$1,332.50
60280 - LOOP DETECTOR LEAD IN WIRE - LF	515.00	\$2.10	\$1,081.50
60282 - FURNISH & INSTALL LOOP DETECTOR WIRES 6X10 - EACH	5.00	\$2,800.00	\$14,000.00
60285 - FURNISH & INSTALL LOOP DETECTOR WIRES BIKE 3X6 -			
EACH	1.00	\$1,800.00	\$1,800.00
60413 - CONSTRUCT TYPE "P" BASE - EACH	1.00	\$2,600.00	\$2,600.00
60416 - CONSTRUCT LB-8R BASE - EACH	14.00	\$1,500.00	\$21,000.00
60417 - CONSTRUCT TYPE GR BASE - EACH	7.00	\$1,200.00	\$8,400.00
60423 - REMOVE TRAFFIC SIGNAL BASE - EACH	7.00	\$490.00	\$3,430.00
60424 - REMOVE TRAFFIC SIGNAL POLE - EACH	14.00	\$1,000.00	\$14,000.00
60425 - REMOVE TRAFFIC SIGNAL CABINET - EACH	1.00	\$1,000.00	\$1,000.00
60602 - INSTALL METERED ELECTRICAL SERVICE - EACH	1.00	\$5,100.00	\$5,100.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE I - EACH	8.00	\$1,500.00	\$12,000.00
60708 - CONSTRUCT ELECTRICAL HANDHOLE TYPE VII - EACH	1.00	\$3,600.00	\$3,600.00
10713 - TEMPORARY CROSSWALK ACCESS - EACH	7.00	\$3,500.00	\$24,500.00
90001 - MODIFIED CONCRETE MOUNTABLE MEDIAN NOSE - S.F.	1188.00	\$16.25	\$19,305.00
90002 - RECONSTRUCT STRUCTURE - EACH	2.00	\$3,500.00	\$7,000.00
90003 - ADJUST INLET PROVIDE NEW R-1878-B7L - EACH	3.00	\$1,400.00	\$4,200.00
30212 - SIDEWALK CURB - L.F.	75.00	\$46.75	\$3,506.25
30339 - RADIAL DETECTABLE WARNING FIELD - S.F.	67.70	\$54.00	\$3,655.80
90010 - PAVEMENT MARKING EPOXY, YIELD LINE TRIANGLE (2'X3')	5	72 1100	T-1-30.00
- EACH	92.00	\$12.25	\$1,127.00
90011 - FURNISH & INSTALL 20-FT, 7 GAUGE POLE - EACH	13.00	\$3,000.00	\$39,000.00

CONTRACT NO. 8800 DATE: 3/13/25

Item	Quantity	Price	Extension
90012 - FURNISH & INSTALL TRAFFIC SIGNAL STANDARD, ALUMINUM 3.5'-FT - EACH	1.00	\$570.00	\$570.00
90013 - FURNISH & INSTALL TRAFFIC SIGNAL STANDARD, ALUMINUM 15'-FT - EACH	5.00	\$1,400.00	\$7,000.00
90014 - FURNISH & INSTALL TRAFFIC SIGNAL TROMBONE ARM, ALUMINUM 15-FT - EACH	9.00	\$2,300.00	\$20,700.00
90015 - FURNISH & INSTALL TRAFFIC SIGNAL TROMBONE ARM, ALUMINUM 18-FT - EACH		·	•
90016 - FURNISH & INSTALL TRAFFIC SIGNAL TROMBONE ARM,	2.00	\$2,500.00	\$5,000.00
ALUMINUM 20-FT - EACH 90017 - FURNISH & INSTALL RECTANGULAR RAPID FLASHING	6.00	\$2,600.00	\$15,600.00
BEACON (MILWAUKEE & PORTLAND) - EACH 90018 - FURNISH & INSTALL RECTANGULAR RAPID FLASHING	1.00	\$25,400.00	\$25,400.00
BEACON (MILWAUKEE & WALBRIDGE) - EACH 90019 - FURNISH & INSTALL RECTANGULAR RAPID FLASHING	1.00	\$23,400.00	\$23,400.00
BEACON (UNIVERSITY & N BLACKHAWK) - UNUSED - EACH 90020 - FURNISH & INSTALL RECTANGULAR RAPID FLASHING	1.00	\$26,700.00	\$26,700.00
BEACON (ODANA & PARMAN GATELY) - EACH	1.00	\$15,800.00	\$15,800.00
90021 - REMOVE & RE-INSTALL RECTANGULAR RAPID FLASHING BEACON (RRFB) EQUIPMENT AND POLES (RAYMOND – GILBERT) -			
EACH 90022 - REMOVE & RE-INSTALL RECTANGULAR RAPID FLASHING	1.00	\$7,700.00	\$7,700.00
BEACON (RRFB) EQUIPMENT AND POLES (SEGOE – RICHLAND) - EACH	1.00	\$6,700.00	\$6,700.00
90030 - FURNISH & INSTALL TRAFFIC SIGNAL NEUTRAL #10 AWG WIRE - L.F.	648.00	\$1.86	\$1,205.28
90031 - REMOVE TRAFFIC SIGNAL CONTROL CABINET BASE -			·
EACH 90032 - FURNISH & INSTALL TRAFFIC SIGNAL HEADS 12-INCH, 3-	1.00	\$1,000.00	\$1,000.00
SECTION VERTICAL - EACH 90033 - FURNISH & INSTALL TRAFFIC SIGNAL HEADS 12-INCH, 3-	23.00	\$1,300.00	\$29,900.00
SECTION HORIZONTAL - EACH 90034 - FURNISH & INSTALL TRAFFIC SIGNAL HEADS 12-INCH, 4-	2.00	\$1,300.00	\$2,600.00
SECTION VERTICAL - EACH 90035 - FURNISH & INSTALL TRAFFIC SIGNAL BACKPLATE, BLACK	2.00	\$1,400.00	\$2,800.00
3-SECTION - EACH	25.00	\$170.00	\$4,250.00
90036 - FURNISH & INSTALL TRAFFIC SIGNAL BACKPLATE, BLACK 4-SECTION - EACH	2.00	\$210.00	\$420.00
90037 - FURNISH & INSTALL 16" PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER - EACH	14.00	\$850.00	\$11,900.00
90038 - FURNISH & INSTALL ACCESSIBLE PEDESTRIAN PUSH BUTTON - EACH	37.00	\$1,300.00	\$48,100.00
90039 - INSTALL CITY OF MADISON FURNISHED TS2 CABINET - EACH	1.00	\$4,600.00	\$4,600.00
90040 - FURNISH & INSTALL PEDESTAL BASE - EACH 134 Items	10.00 Totals	\$560.00	\$5,600.00 \$2,045,968.40



### 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

BIENNIAL BID BOND

Deputy City Engineer Bryan Cooper, AlA 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

Parisi Construction, LLC				
(a corporation of the State of	WI			)
(individual), (partnership), (herei	nafter 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 tlle expiration of such thirty (30) day period.

IN WITNESS WHEREOF, the Dringipal and the such of them as are corporations has a garden their corbe signed by their proper officers; on the day and year POR	Surety have hereunto set their hands and seals, and rporate seals to be hereto affixed and these presents to ar set forth below.
PRINCIPAL	Nacaral and 1 am 2
Parisi Construction, ELC SFAT IX SEAL	DATE DATE
COMPANY NAME  By:  SIGNATURE AND TITLE	December 2, 2023  Date  Ident
SURETY	
Western Surety Company	December 19, 2023
COMPANY NAME AFFIX SEAL	DATE
By:  SIGNATURE AND THE  Trudy A. Szalewski, Attorney-in-fact  This certifies that I have been duly licensed as an Provider No. 6502661 for tauthority to execute this bid bond, which power of a	agent for the Surety in Wisconsin under National he year 2024 and appointed as attorney in fact with ttorney has not been revoked.
Disambar 40, 2022	1 mm
December 19, 2023  DATE	AGENT SIGNATURE Trully 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



Can Larry Kasten, Vice President

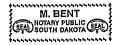
State of South Dakota
County of Minnehaha

- 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



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

### **SECTION H: AGREEMENT**

THIS AGREEMENT made this <u>23rd</u> day of <u>April</u> in the year Two Thousand and Twenty-Five between <u>PARISI CONSTRUCTION</u>, <u>LLC</u> 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 <u>APRIL 15, 2025</u>, 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:

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:

# 2025 SAFE STREETS CONTRACT NO. 8800

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 <u>TWO MILLION FORTY-FIVE THOUSAND NINE HUNDRED SIXTY-EIGHT AND 40/100</u> (\$2,045,968.40) 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

Rev. 3/25/2025-8800 Contract.doc H-1

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 original 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

H-2

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
  - "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
  - "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- **b.** Requirements. For the duration of this Contract, the Contractor shall:

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

# 2025 SAFE STREETS CONTRACT NO. 8800

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

Countersigned:		PARISI CONSTRUCTION, LLC Company-Name	
Christine (thorn)	4/3/25	1308	4/3/25
Witness .	42/25	President	Date 4/2/25
Witness	Date	Secretary	Date

CITY OF MADISON	
9/1/2025	
Satya Rhydes-Conway, Mayor Michael Hoas	Date
Acting City Clerk	04/22/2025
Michael Haas, Acting City Clerk	Date
Provisions have been made to pay the liability that will accrue under this co	
David P. Schmiedicke, Finance Director	Date
Approved as to form:	
Do El Vo	04/23/2025
for Michael Haas, City Attorney	Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES <u>25-00248</u> ID No. <u>87694</u>, adopted by the Common Council of the City of Madison on <u>April 15</u>, 20<u>25</u>.

# **SECTION I: PAYMENT AND PERFORMANCE BOND**

Bond No. 30237059

LET ALL KNOW BY THESE DOCUMENTS PRESEN as principal, andWestern Surety Company	TED, that we PARISI CONSTRUCTION, LLC
Company of <u>Chicago, IL</u> Madison, Wisconsin, in the sum of <u>TWO MILLION FEIGHT AND 40/100</u> (\$2,045,968.40) Dollars, lawful n sum to the City of Madison, we hereby bind ourselv firmly by these presents.	noney of the United States, for the payment of which
The condition of this Bond is such that if the above perform all of the terms of the Contract entered into construction of:	
2025 SAFE CONTRACT	
in Madison, Wisconsin, and shall pay all claims of prosecution of said work, and save the City harmless in the prosecution of said work, and shall save harm (under Chapter 102, Wisconsin Statutes) of employee to be void, otherwise of full force, virtue and effect.	s from all claims for damages because of negligence nless the said City from all claims for compensation es and employees of subcontractor, then this Bond is
Signed and sealed this 16th day	of April, 2025.
_Countersigned:	PARISI CONSTRUCTION, LLC
Christine Ahram	Company Name (Principal)
Secretary	President Seal Seal Seal Seal Seal Seal Seal Seal
	Western Surety Company Surety Salary Employee Commission By Atterney-in-Fact Trudy A. Szalewski
This certifies that I have been duly licensed as an National Producer Number 6502661 for twith authority to execute this payment and perform revoked.	the year <u>2025</u> , and appointed as attorney-in-fact
April 16, 2025	Just Sale
Date	Agent Signature

The foregoing Bond has been approved as to form:	O
4/23/2025	Ja 812
Date	City Attorney

for

# 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.

ORPORAL DANS

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

GANOTARY PUBLIC GAN
SOUTH DAKOTA GAN

M. Bert, 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 16th day of April, 2025



WESTERN SURETY COMPANY

J. Relaon/ L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

### 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."