

Contract Routing Form

ROUTING: Routine

printed on: 06/19/2020

Contract between: Universal Concrete Grinding LLC
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Annual Horizontal Sawcutting of Concrete Sidwalk and Incident
al Work (District 4 & 8)

Contract No.: 8901
Enactment No.: RES-20-00405
Dollar Amount: 43,890.70

File No.: 60359
Enactment Date: 05/19/2020

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-23-20	6-23-2020
Director of Civil Rights	6-26-2020	6-26-2020
Risk Manager	6-29-2020	6-29-2020 RM
Finance Director	6-29-2020	6-29-2020
City Attorney	6-29-2020	6-29-20
Mayor	7-1-2020	7-1-2020

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

Original + 2 Copies

06/19/2020 09:34:08 enjls - Bill McGlynn 266-4537

Dis Rights: OK (N/A) / Problem - Hold
 Prev Wage: AA / Agency (No)
 Contract Value: See above
 AA Plan: Approval Exemption
 Amendment / Addendum #
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 60359 **Version:** 1 **Name:** Awarding Public Works Contract No. 8901, Annual Horizontal Sawcutting of Concrete Sidewalk and Incidental Work (District 4 and 8) - 2020.

Type: Resolution **Status:** Passed

File created: 4/28/2020 **In control:** Engineering Division

On agenda: 5/19/2020 **Final action:** 5/19/2020

Enactment date: 5/27/2020 **Enactment #:** RES-20-00405

Title: Awarding Public Works Contract No. 8901, Annual Horizontal Sawcutting of Concrete Sidewalk and Incidental Work (District 4 and 8) - 2020. (4th & 8th ADs)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8901.pdf, 2. Contract 8901.pdf

Date	Ver.	Action By	Action	Result
5/19/2020	1	COMMON COUNCIL	Adopt	Pass
5/5/2020	1	COMMON COUNCIL	Refer to a future Meeting to Adopt	Pass
4/28/2020	1	Engineering Division	Referred for Introduction	

The proposed resolution awards the contract for Annual Horizontal Sawcutting of Concrete Sidewalk and Incidental Work - 2020 at a total cost of \$47,400, including contingency. Funding is available in the 2020 Adopted Capital Budget for Engineering - Bicycle and Pedestrian Sidewalk Program (Munis 12687-403-200). Awarding Public Works Contract No. 8901, Annual Horizontal Sawcutting of Concrete Sidewalk and Incidental Work (District 4 and 8) - 2020. (4th & 8th ADs)

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8901) for itemization of bids.

Digitally signed by enssd
DN: cn=enssd,
email=sdannerrivers@cityofma
dison.com
Date: 2020.06.18 14:50:30
-05'00'

enssd

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID

CONTRACT NO. 8901
ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK
(DISTRICT 4&8) – 2020

UNIVERSAL CONCRETE GRINDING, LLC

\$43,890.70

Acct. No. 12687-403-200: 54425 (91382)
Contingency 8%±
Sub-Total

\$43,890.70
3,509.30

GRAND TOTAL

\$47,400.00

Jurisdiction: Wisconsin

Demographics

Company Name: West Bend Mutual Insurance Company	NAIC CoCode: 15350	Short Name:
SBS Company Number: 54218767	State of Domicile: Wisconsin	FEIN: 39-0698170
Domicile Type: Domestic	Organization Type: Mutual	Country of Domicile: United States
NAIC Group Number:		Date of Incorporation: 01/01/1894
Merger Flag: No		

Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
1900 S 18TH AVE WEST BEND, WI 53095 United States	1900 S 18TH AVE WEST BEND, WI 53095 United States	1900 S 18TH AVE WEST BEND, WI 53095 United States	1900 S 18TH AVE WEST BEND, WI 53095 United States

Phone, Email, Website

Phone	Email	Website										
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Fax Phone</td> <td>(262) 365-2770</td> </tr> <tr> <td>Toll Free Phone</td> <td>(800) 236-5010</td> </tr> <tr> <td>Business Primary Phone</td> <td>(262) 334-5571</td> </tr> <tr> <td>Business Primary Phone</td> <td>(262) 365-2512</td> </tr> </tbody> </table>	Type	Number	Fax Phone	(262) 365-2770	Toll Free Phone	(800) 236-5010	Business Primary Phone	(262) 334-5571	Business Primary Phone	(262) 365-2512	No results found.	No results found.
Type	Number											
Fax Phone	(262) 365-2770											
Toll Free Phone	(800) 236-5010											
Business Primary Phone	(262) 334-5571											
Business Primary Phone	(262) 365-2512											

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 05/01/1894
Status: Active	Legacy State ID: 110833	Expiration Date:
Effective Date: 10/19/1961	Approval Date:	File Date:
Issue Date: 05/01/1894	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show entries Showing 1 to 2 of 6999 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
SHELLEY ODILLE	2207706	2207706	Intermediary (Agent) Individual	Casualty	04/23/2020	04/23/2020	03/15/2021
SHELLEY ODILLE	2207706	2207706	Intermediary (Agent) Individual	Property	04/23/2020	04/23/2020	03/15/2021

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	10/19/1961
Automobile	Automobile	10/19/1961
Disability Insurance	Disability Insurance	10/19/1961
Fidelity Insurance	Fidelity Insurance	10/19/1961
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	10/19/1961
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	10/19/1961
Miscellaneous	Miscellaneous	10/19/1961
Ocean Marine Insurance	Ocean Marine Insurance	10/19/1961
Surety Insurance	Surety Insurance	10/19/1961
Workers Compensation Insurance	Workers Compensation Insurance	10/19/1961

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		CHRISTOPHER ZWYGART			Other WEST BEND MUTUAL INSURANCE CO 1900 S 18TH AVE WEST BEND, WI United States County 53095

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	West Bend Mutual Insurance Company	

\$43,890.70
ORIGINAL

BID OF UNIVERSAL CONCRETE GRINDING, LLC

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND
INCIDENTAL WORK (DISTRICT 4 & 8) - 2020

CONTRACT NO. 8901

MUNIS NO. 12687

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 19, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND
INCIDENTAL WORK (DISTRICT 4 & 8) - 2020
CONTRACT NO. 8901**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTIONB-1
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE) C-1
SECTION D: SPECIAL PROVISIONS D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: BEST VALUE CONTRACTINGF-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT H-1
SECTION I: PAYMENT AND PERFORMANCE BOND I-1

This Proposal, and Agreement have
been prepared by:

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



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

RFP: wmc

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:	ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020
CONTRACT NO.:	8901
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	APRIL 23, 2020
BID SUBMISSION (2:00 P.M.)	APRIL 30, 2020
BID OPEN (2:30 P.M.)	APRIL 30, 2020
PUBLISHED IN WSJ	APRIL 16 & 23, 2020

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

BIDS TO BE SUBMITTED: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. Please note that in support of social distancing during COVID-19, the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers on the door and staff will come to the door to receive your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing, as the City responds responsibly to COVID-19 impacts to services. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8901

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

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

SECTION 102.11 **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 **SCOPE OF WORK**

The Contractor shall perform repair work primarily throughout the 4th and 8th Aldermanic Districts. A list of approved repair locations and an area map of Aldermanic Districts 4 and 8 have been provided within these Special Provisions for reference. The list, however, is not a final list. Additional locations may be added. Horizontal sawcut/grind locations have been marked in the field with a pink line and a white "C". The Contractor shall horizontally sawcut/grind sidewalk to eliminate trip hazards at those locations designated by the Common Council, and as directed by the Engineer.

Additional horizontal sawcutting/grinding may be required within the project limits of City of Madison Reconstruction Projects and may be city wide as part of the Sidewalk Request Program. The Contractor shall be paid one mobilization to complete the horizontal sawcutting/grinding in the 4th and 8th Aldermanic Districts. The Contractor shall be paid one mobilization for each Reconstruction Project that horizontal sawcutting/grinding is requested. The Contractor shall be paid one mobilization for each list of locations as part of the Citywide program. If a list of locations and/or a Reconstruction Project can be completed back to back or simultaneously then only one mobilization will be paid.

SECTION 104.3 **CHANGES IN THE WORK**

The quantities of the items listed in this Contract are estimates only, based upon sawcuts/grinds marked in the 4th and 8th Aldermanic Districts and past year's reconstruction and request work. The quantities of the items are subject to change.

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

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

SECTION 104.4 **INCREASE OR DECREASE QUANTITIES**

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid item price for the associated bit item.

The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The City reserves the authority to delete or add any number of these systems from the Contract. Should this occur the Contractor shall not be eligible for any additional compensation for the remainder of the systems.

SECTION 104.10 CLEANING UP

Excess concrete, slurry, debris, dust or residue left from sawcutting/grinding operations, including on adjacent sidewalk and/or property, shall be removed immediately.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

The City of Madison has been given to understand that work may be undertaken by others in approximately the same time frame in Districts 4 and 8 as this proposed project. It shall be the Contractor's responsibility to verify this information and subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

Sidewalk and curb repair/replacement projects including:

- *Sidewalk Ordered 2020, Districts 4 and 8 (Contract 8493)
- *Sidewalk and Curb & Gutter, Citywide Installation and Repair - 2020 (Contracts 8497)
- *Public Works Projects in Districts 4 and 8

Projects and/or Streets may be deleted or added to the above list.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall complete all horizontal sawcutting/grinding within the project limits of a Reconstruction project within two weeks of substantial completion of the Reconstruct Project.

The City of Madison shall prepare a list of locations for horizontal sawcutting/grinding as part of the Sidewalk Request Program. The Contractor shall have one week to mobilize and begin sawcutting/grinding the identified locations and continue working until complete unless other arrangements are made in advance with the City Engineer.

The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and to allow access by pedestrians and emergency, delivery and service vehicles at all times.

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

The Contractor shall not progress through the Aldermanic District in a random fashion. A single ward of the district shall be completed before moving into another ward unless otherwise directed by the Engineer.

The Contractor shall properly barricade all work areas. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property.

Access to all driveways within the project limits shall be maintained whenever possible. During times when work will prevent access to driveways, the Contractor shall notify all residents, a minimum of 48 hours in advance, if vehicular access cannot be provided to their property. All driveway access shall be restored within 2 hours.

Access to commercial driveways shall be maintained at all times unless arrangements are made with the property owner and approved by the Engineer.

The Contractor shall work such overtime as required by the Engineer to meet the above requirements at no additional cost to the City.

Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

SECTIONS 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS

Care shall be taken not to disturb property irons, sodded areas, and retaining walls on private property.

The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property.

The Contractor shall also take precautions during sawcutting/grinding operations not to disfigure, scar, or impair any surrounding surfaces including but not limited to sidewalk, driveways, roadway, steps, walls and turf or damage any private installations such as sprinkler heads, electric fences, etc.

SECTION 107.6 DUSTPROOFING

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 dustproof the construction area by using power sweepers and water. Dustproofing shall be incidental with operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

The contractor shall not close any lanes of traffic at any time.

The work shall be arranged so that there is a minimum of interference with ingress and egress to private property.

On-street parking may be removed by the Contractor to facilitate sidewalk repair and to maintain traffic flow. The Contractor shall notify the Traffic Engineering Department forty-eight (48) hours in advance of proposed parking removal. The Contractor shall obtain from the City and place "No Parking" portables, "No Parking" cardboard signs or meter bags whichever is applicable for the particular street. "No Parking" must be posted in advance of construction.

On streets without time restricted parking, the Contractor shall post said streets at least forty eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On streets with time restricted parking, the Contractor shall post said street at least twelve hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On all streets where residential permit parking is allowed, the Contractor shall post said street at least forty-eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. Residential permit parking zones are indicated with a zone number on a lower corner of the permanent time restriction sign. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

"No Parking" signs shall be posted a minimum of three (3) feet above curb elevations. If no work is begun on the posted street within two (2) days of the posted start date, the Contractor shall remove the "No Parking" signs and repost the street when ready to begin work on that street.

Traffic control shall consist of furnishing and maintaining all provisions for traffic control in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices"(MUTCD).

The Contractor shall maintain two-way traffic during the performance of all work covered by the contract.

No work shall occur during peak hour traffic times on collector and arterial streets and as directed by the Engineer. Peak hour traffic times are 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m.

Should the Contractor require occupying a lane of traffic during non-peak hours, an electric arrow board and appropriate signing will be required. The cost of the arrow board and signing shall be incidental to this contract.

SECTION 107.9 BARRICADES, WARNING SIGNS AND FLAGMEN

The Contractor shall barricade and light all work areas in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Type II barricades shall be used for all work in the sidewalk, drive apron, and curb and gutter area. All costs pertaining to the above work shall be at the Contractors expense.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work for this project on or before **JUNE 1, 2020**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer. The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m.

All work shall be completed on or before **DECEMBER 18, 2020**.

SECTION 109.3 LIMITATIONS OF OPERATIONS

All sidewalk sawcuts/grinds started in residential areas shall be completed by the end of the same work day in which they are started. Sidewalk sawcutting/grinding through driveways of adjoining business properties shall be completed within two (2) hours.

The Engineer or Inspector may direct horizontal sawcuts/grinds at locations other than construction joints. Sawcuts/grinds directed by the Engineer or Inspector will be paid for at the unit price bid.

Horizontal sawcutting/grinding shall be done by a means that will eliminate any dust. Airborne concrete dust resulting from the cutting/grinding process shall be controlled and collected with a dust abatement system such as saw-mounted vacuum hoods or other dust control device capable of preventing the escape of airborne particles. Remaining debris, cuttings, concrete dust and slurry shall be cleaned and

removed from the sidewalk surface as well as surrounding rails, sidewalks, pavement, driveways, landscaping or other objects in the vicinity of work upon completion of each sawcut/grind. This work shall be incidental to operations connected with this contract.

The Contractor shall seed and mat areas disturbed. All restoration, excluding resetting brick pavers shall be incidental to this contract. All debris from the backfilling and seeding operations shall be swept up and removed from the area immediately.

SECTION 306.2 HORIZONTAL SAWCUT/GRIND CONCRETE SIDEWALK, DRIVEWAYS, TRAFFIC ISLANDS, AND STEPS

Existing concrete, asphalt mixes, or other types of material used to shim raised sidewalks, shall be removed from adjacent sidewalk stones prior to horizontal sawcutting/grinding sidewalk.

The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property. The Contractor shall also take precautions during sawcutting/grinding operations not to disfigure, scar, or impair any surrounding surfaces including but not limited to sidewalk, driveways, roadway, steps, walls and turf or damage any private installations such as sprinkler heads, electric fences, etc.

All trip hazards marked for horizontal sawcutting/grinding shall be removed in accordance with the American with Disabilities Act (ADA) requirements and the resulting finish shall be ADA compliant. Each offset shall be tapered at a 1:8 slope and shall have an even, smooth, and uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6.

The finished result of each horizontal sawcut/grind shall be taken to a zero point of differential settlement along the entire length of the cut and to both edges of the sidewalk to eliminate trip hazards the full width of the sidewalk.

All horizontal sawcutting/grinding shall be done with diamond-tipped blades and saws capable of cutting at any angle and able to remove the concrete completely to all edges of the walk.

306.3 Method of Measurement.

306.3(a) Horizontal sawcut/grind concrete sidewalk, driveways, traffic islands and steps.

Inch -Feet Measurement shall be made by the average depth of cut on each trip hazard multiplied by the length along the joint that is trimmed. Exact dimensions of each trip hazard shall be recorded by the contractor. Depth shall be measured to the nearest 1/8th inch. Length of cut shall be measured to the nearest 1/4 foot.

306.4 Basis of Payment.

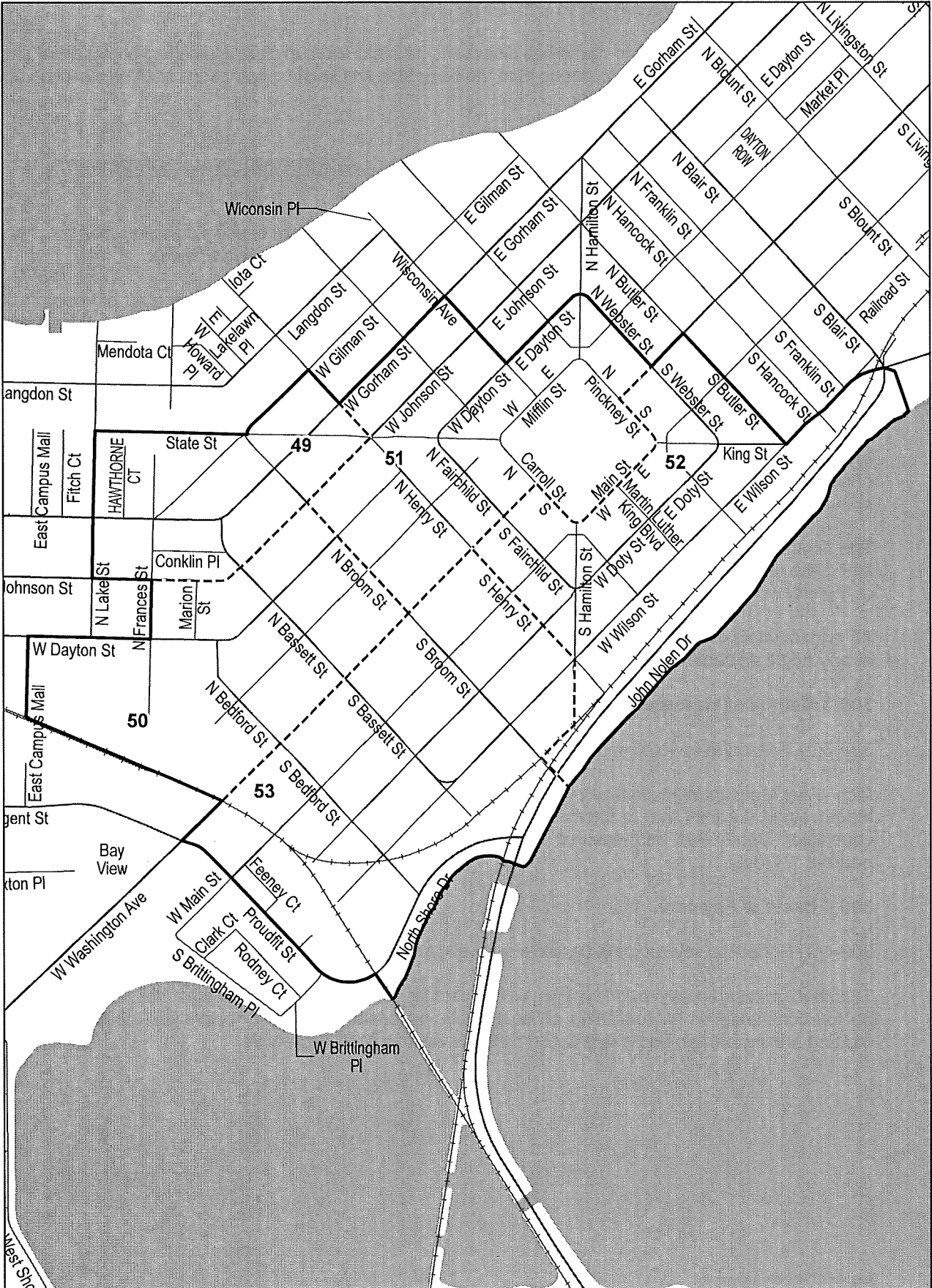
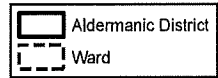
306.4(a) Horizontal sawcut/grind concrete sidewalk, driveways, traffic islands and steps.

This item, measured as provided above, will be paid for at the contract price per inch-feet. This price shall be full compensation for furnishing all labor, tools, materials, equipment, restoration, topsoil, seed and matting and incidentals necessary to complete the work as described above.

City of Madison Aldermanic District 4 and Wards

Effective January 1, 2012

Prepared by City of Madison Planning Division on 4/5/2016



DISTRICT 4 SAWCUTS - CONTRACT #8901				
Address	Frontage	# of Sawcuts	Comments	Area (see map)
601 University Ave	N Lake St	7	UW property	1
301 N Lake St		5	UW parking ramp	1
301 N Lake St	W Johnson St	1	UW parking ramp	1
602 W Washington Ave		3		1
602 W Washington Ave	N Bedford St	2	elevated sidewalk	1
602 W Washington Ave	W Mifflin St	1		1
555 W Mifflin St		2		1
25 N Bedford St		1		1
1 N Bedford St		1		1
1 N Bedford St	W Washington Ave	6		1
2 S Bedford St	W Washington Ave	1		2
615 W Washington Ave		1		2
619 W Washington Ave		2		2
631 W Washington Ave		3	parking lot frontage	2
545 W Dayton St		1		1
545 W Dayton St	N Bedford St	1		1
545 W Dayton St	N Frances St	3		1
620 W Mifflin St	N Frances St	2	UW property, parking lot and warehouse	1
601 University Ave	N Frances St	9	UW property, parking ramp	1
311 N Frances St		1		1
305 N Frances St		5		1
305 N Frances St	W Johnson St	8		1
524 W Johnson St		1		1
520 W Johnson St		1		1
504 W Johnson St		3		1
505 University Ave	N Bassett St	1		1
437 W Gorham St	N Bassett St	2		1
222 N Bassett St		1		1
222 N Bassett St	W Johnson St	2		1
511 W Johnson St		2		1
525 W Johnson St		5		1
525 W Johnson St	Marion St	4		1
535 W Johnson St		2		1
535 W Johnson St	Marion St	5		1
223 N Frances St		1		1
201 N Frances St	W Dayton St	1		1
200 Marion St	W Dayton St	3		1
525 W Johnson St	W Dayton St	5		1
220 N Bassett St		1		1
217 N Bassett St		1		1
454 W Dayton St	N Bassett St	1		1
503 W Dayton St		1		1
511 W Dayton St		1		1
515 W Dayton St		2		1
521 W Dayton St		1		1
523 W Dayton St		2		1
525 W Dayton St		2		1
531 W Dayton St		1		1
535 W Dayton St		1		1
133 N Bedford St		1		1
133 N Bedford St	W Dayton St	2		1
131 N Bedford St		1		1
117 N Bedford St		2		1
554 W Mifflin St		1		1
554 W Mifflin St	N Bedford St	1		1
550 W Mifflin St		1		1
544 W Mifflin St		2		1
540 W Mifflin St		3		1
538 W Mifflin St		2		1
534 W Mifflin St		2		1
532 W Mifflin St		1		1
526 W Mifflin St		2		1
520 W Mifflin St		1		1
518 W Mifflin St		2		1
508 W Mifflin St		1		1
32 N Bassett St	W Mifflin St	2		1
515 W Mifflin St		1		1
525 W Mifflin St		1		1
531 W Mifflin St		1		1
539 W Mifflin St		2		1
541 W Mifflin St		2		1
543 W Mifflin St		1		1
547 W Mifflin St		1		1
551 W Mifflin St		1		1
528 W Washington Ave		1		1

DISTRICT 4 SAWCUTS - CONTRACT #8901				
Address	Frontage	# of Sawcuts	Comments	Area (see map)
524	W Washington Ave			1
522	W Washington Ave			1
518	W Washington Ave			1
516	W Washington Ave			1
506	W Washington Ave			3
504	W Washington Ave			1
454	W Washington Ave			1
450	W Washington Ave			1
448	W Washington Ave			1
444	W Washington Ave			2
440	W Washington Ave			1
436	W Washington Ave			1
430	W Washington Ave			1
426	W Washington Ave			1
404	W Washington Ave			2
404	W Washington Ave	N Broom St		3
380	W Washington Ave			1
360	W Washington Ave			5
316	W Washington Ave			1
10	N Henry St	W Washington Ave		2
454	W Dayton St			2
440	W Dayton St		438 Dayton St frontage	2
430	W Dayton St			3
402	W Dayton St			1
409	W Johnson St	N Broom St		1
120	N Henry St			4
124	N Broom St	W Dayton St		1
403	W Dayton St			1
437	W Dayton St			1
123	N Bassett St	W Dayton St		1
316	W Washington Ave	N Henry St		1
316	W Washington Ave	W Mifflin St		3
360	W Washington Ave	W Mifflin St	333 W Mifflin St frontage	10
380	W Washington Ave	N Broom St		1
8	N Broom St			2
410	W Washington Ave	N Broom St	10 N Broom St frontage	2
410	W Washington Ave	N Broom St	14 N Broom St frontage	1
401	W Mifflin St	N Broom St	20 N Broom St frontage	1
423	W Mifflin St			2
427	W Mifflin St			1
444	W Mifflin St			2
434	W Mifflin St			2
424	W Mifflin St			2
404	W Mifflin St			1
340	W Mifflin St			3
334	W Mifflin St			2
120	N Henry St	W Mifflin St		1
601	University Ave		UW property	9
529	University Ave			2
515	University Ave			2
437	W Gorham St			1
431	W Gorham St			4
409	W Gorham St			4
407	W Gorham St			1
675	W Washington Ave			2
675	W Washington Ave	Proudfit St		9
675	W Washington Ave	W Main St		4
634	W Main St			5
612	W Main St			11
2	S Bedford St			4
543	W Washington Ave			1
555	W Washington Ave			2
555	W Washington Ave	S Bedford St		1
554	W Main St			1
554	W Main St	S Bedford St		3
609	W Main St	S Bedford St		3
633	W Main St		parking lot frontage next to railroad	2
680	W Doty St	W Main St	railroad frontage on W Main St	1
641	W Main St			4
101	Proudfit St		park frontage between W Main and Findorf Ct	7
101	Proudfit St	W Main St	park frontage between Proudfit and Feeney Ct	2
137	Proudfit St			1
151	Proudfit St			1
201	Proudfit St		park frontage, behind ramp	1
544	W Main St			4

DISTRICT 4 SAWCUTS - CONTRACT #8901

Address	Frontage	# of Sawcuts	Comments	Area (see map)
538 W Main St		1		2
530 W Main St		3		2
518 W Main St		2		2
510 W Main St		1		2
506 W Main St		2		2
18 S Bassett St		1		2
10 S Bassett St		1		2
501 W Washington Ave		1		2
501 W Washington Ave	S Bassett St	5		2
503 W Washington Ave		2		2
517 W Washington Ave		1		2
525 W Washington Ave		1		2
541 W Washington Ave		1		2
411 W Washington Ave		2		2
419 W Washington Ave		2		2
425 W Washington Ave		2		2
433 W Washington Ave		1		2
447 W Washington Ave		2		2
451 W Washington Ave		1		2
453 W Washington Ave	S Bassett St	2		2
11 S Bassett St		2		2
21 S Bassett St		1		2
33 S Bassett St		4		2
501 W Main St		2		2
501 W Main St	S Bassett St	2		2
503 W Main St		1		2
507 W Main St		2		2
511 W Main St		1		2
521 W Main St		1		2
533 W Main St		2		2
545 W Main St		2	parking lot frontage	2
542 W Doty St		4		2
552 W Doty St		1		2
554 W Doty St		1		2
551 W Main St		1		2
114 S Bedford St		1		2
118 S Bedford St		1		2
118 S Bedford St	W Doty St	4		2
609 W Main St	W Doty St	2	614 W Doty St frontage	2
633 W Main St	W Doty St	3	628 W Doty St frontage	2
640 W Wilson St	W Doty St	2	W Doty St frontage south of railroad tracks	2
608 W Wilson St		1	railroad frontage just south of S Bedford St	2
608 W Wilson St	W Doty St	1	railroad frontage on W Doty St	2
388 S Bassett St	S Bedford St	1	park frontage on S Bedford St, north of North Shore	2
305 S Bedford St		4		2
301 S Bedford St		1		2
555 W Wilson St		3	railroad frontage at easterly corner of W Wilson St	2
543 W Wilson St		2		2
539 W Wilson St		2		2
529 W Wilson St		1		2
532 W Wilson St		1		2
536 W Wilson St		1		2
544 W Wilson St		3		2
548 W Wilson St		1		2
552 W Wilson St	S Bedford St	3		2
219 S Bedford St		1		2
201 S Bedford St		1		2
521 W Doty St		2		2
517 W Doty St		2		2
511 W Doty St		2		2
202 S Bassett St		2		2
202 S Bassett St	W Doty St	2		2
208 S Bassett St		3		2
210 S Bassett St		3		2
218 S Bassett St		4		2
218 S Bassett St	W Wilson St	1		2
508 W Wilson St		2		2
512 W Wilson St		9		2
526 W Wilson St		2		2
527 W Wilson St		1		2
523 W Wilson St		1		2
521 W Wilson St		2		2
507 W Wilson St		1		2
302 S Bassett St		3		2
302 S Bassett St	W Wilson St	5		2

DISTRICT 4 SAWCUTS - CONTRACT #8901

Address	Frontage	# of Sawcuts	Comments	Area (see map)
215 S Bassett St		2		2
201 S Bassett St		1		2
512 W Doty St		2		2
514 W Doty St		1		2
522 W Doty St		4		2
427 W Main St		1		2
431 W Main St		3		2
445 W Main St		1		2
449 W Main St		3		2
111 S Bassett St		2		2
115 S Bassett St		1		2
117 S Bassett St		1		2
454 W Doty St		2		2
454 W Doty St	S Bassett St	1		2
120 S Bassett St		1		2
114 S Bassett St		1		2
112 S Bassett St		2		2
442 W Main St		1		2
436 W Main St		2	parking lot frontage	2
432 W Main St		4		2
418 W Main St		2		2
414 W Main St		2		2
412 W Main St		2		2
33 S Broom St		1		2
30 S Broom St		3		2
30 S Broom St	W Main St	2		2
22 S Broom St		1		2
20 S Broom St		2		2
403 W Washington Ave	S Broom St	2		2
309 W Washington Ave		3		2
309 W Washington Ave	S Henry St	3		2
345 W Washington Ave		2		2
354 W Main St		1		2
354 W Main St	S Broom St	1		2
80 Washington Pl	W Main St	2	parking ramp frontage on W Main St	2
110 S Henry St		12		2
110 S Henry St	W Main St	6		2
333 W Main St		2		2
345 W Main St	S Broom St	4		2
112 S Broom St		3		2
110 S Broom St		1		2
108 S Broom St		3		2
401 W Main St		1		2
401 W Main St	S Broom St	3		2
450 W Doty St		1		2
444 W Doty St		1	446 W Doty St frontage	2
442 W Doty St		2		2
434 W Doty St		1		2
432 W Doty St		1		2
430 W Doty St		2		2
426 W Doty St		3		2
424 W Doty St		2		2
418 W Doty St		1		2
416 W Doty St		1		2
408 W Doty St		1		2
120 S Broom St		2		2
120 S Broom St	W Doty St	3		2
345 W Main St	W Doty St	2		2
334 W Doty St		3		2
110 S Henry St	W Doty St	1		2
214 S Henry St		3		2
212 S Henry St		1		2
208 S Henry St		2		2
202 S Henry St		3		2
202 S Henry St	W Doty St	1		2
307 W Doty St		1		2
313 W Doty St		1		2
319 W Doty St		1		2
323 W Doty St		1		2
325 W Doty St		3		2
335 W Doty St		2		2
343 W Doty St		1	parking lot frontage	2
353 W Doty St		1		2
213 S Broom St		2		2
351 W Wilson St	S Broom St	4		2

DISTRICT 4 SAWCUTS - CONTRACT #8901				
Address	Frontage	# of Sawcuts	Comments	Area (see map)
316 S Broom St		1	elevated sidewalk	2
402 W Wilson St		3		2
402 W Wilson St	S Broom St	4		2
401 W Doty St		1		2
401 W Doty St	S Broom St	1		2
411 W Doty St		1		2
431 W Doty St		1	427 W Doty St frontage	2
437 W Doty St		1		2
445 W Doty St		2		2
447 W Doty St		1		2
446 W Wilson St		3		2
438 W Wilson St		1		2
434 W Wilson St		1		2
432 W Wilson St		1		2
426 W Wilson St		1		2
422 W Wilson St		2		2
420 W Wilson St		3		2
403 W Wilson St		5		2
421 W Wilson St		1		2
427 W Wilson St		1		2
437 W Wilson St		3		2
451 W Wilson St		1		2
451 W Wilson St	S Bassett St	1		2
312 S Bassett St		1	314/316 S Bassett St frontage	2
313 W Wilson St	S Hamilton St	2		2
322 S Hamilton St		1		2
350 S Hamilton St		1		2
325 S Hamilton St		5		2
321 S Hamilton St		2		2
321 S Hamilton St	S Henry St	1		2
201 State St	N Henry St	2	near W Mifflin St	3
201 State St	W Mifflin St	1	near N Henry St	3
201 State St	N Fairchild St	3		3
125 W Mifflin St	N Fairchild St	1		3
15 N Fairchild St		4		3
122 W Washington Ave		1		3
122 W Washington Ave	N Fairchild St	2		3
116 W Washington Ave		2	6 N Carroll St frontage on W Washington Ave	3
222 W Washington Ave		2		3
222 W Washington Ave	N Fairchild St	9		3
201 W Mifflin St	N Henry St	3		3
123 W Washington Ave		1	127/131 W Washington Ave frontage	3
122 W Main St		4	3 grinds near S Fairchild St intersection	3
123 W Main St	S Fairchild St	2		3
204 W Main St	S Fairchild St	1	park frontage	3
201 W Washington Ave		4		3
204 W Main St	W Washington Ave	1	park frontage	3
204 W Main St	S Henry St	1	park frontage	3
204 W Main St		4	park frontage between S Henry St and S Fairchild St	3
151 W Wilson St		1		3
131 W Wilson St		2		3
111 W Wilson St		3		3
106 W Wilson St		3	102 W Wilson St frontage	3
106 W Wilson St		2	112 W Wilson St frontage	3
215 S Hamilton St		10		3
215 S Hamilton St	W Wilson St	6		3
115 W Doty St		5		3
115 W Doty St	S Carroll St	1		3
210 Martin Luther King Jr Blvd	S Carroll St	4		3
210 Martin Luther King Jr Blvd	W Doty St	1		3
17 W Main St	W Doty St	2		3
126 S Hamilton St	S Fairchild St	3		3
223 W Main St		1	parking ramp frontage	3
223 W Main St	S Fairchild St	2	parking ramp frontage	3
223 W Main St	S Henry St	1	parking ramp frontage	3
120 S Fairchild St	S Henry St	1	parking ramp frontage	3
120 S Fairchild St	W Doty St	3	parking ramp frontage	3
216 S Hamilton St		2		3
204 S Hamilton St	W Doty St	4		3
203 S Henry St		4		3
203 S Henry St	W Doty St	2		3
201 S Hancock St	E Wilson St	2		3
323 E Wilson St		2		3
323 E Wilson St	S Hancock St	1		3
317 E Wilson St		3		3

DISTRICT 4 SAWCUTS - CONTRACT #8901				
Address	Frontage	# of Sawcuts	Comments	Area (see map)
235	King St			3
132	E Wilson St	King St		3
211	King St			3
203	King St			3
106	E Doty St	King St	2 grinds near E Doty St intersection	3
118	King St		parking lot frontage	3
121	E Main St	S Webster St		3
110	E Main St			3
110	E Main St	E Washington Ave		3
120	E Washington Ave	N Webster St	Webster @ E Washington	3
201	E Washington Ave	S Butler St	State property, near E Washington Ave intersector	3
101	S Webster St		State property	3
101	S Webster St	E Main St	State property	3
101	S Webster St	King St	State property	3
101	S Webster St	S Butler St	State property	3
415	N Lake St		parking ramp frontage	1
405	N Lake St		4 grinds in terrace area	1
405	N Lake St	University Ave		1
405	N Frances St			1
425	N Frances St			1
430	N Frances St		parking ramp frontage	1
405	N Frances St	W Gilman St		1
450	W Gilman St			1
430	W Gilman St			1
421	W Gilman St			1
445	W Gilman St			1
466	State St	W Gilman St		1
452	State St		park frontage	1
422	N Henry St			1
422	N Henry St	W Gilman St		1
205	W Gilman St			1
328	W Gorham St		terrace area	1
328	W Gorham St	N Broom St	terrace area	1
321	W Gorham St			1
201	W Gorham St			1
409	State St	W Gorham St	316 W Gorham St frontage	1
312	Wisconsin Ave	W Johnson St		3
312	Wisconsin Ave	N Carroll St		3
312	Wisconsin Ave	W Gorham St		3
15	W Gorham St			3
214	N Carroll St		parking ramp frontage	3
220	State St	W Johnson St	133 W Johnson St frontage	3
222	State St	W Johnson St	137 W Johnson St frontage	3
228	State St	W Johnson St		3
120	W Johnson St		1 grind 128 W Johnson St frontage	3
110	W Johnson St			3
304	N Carroll St			3
304	N Carroll St	W Johnson St		3
308	N Carroll St			3
312	N Carroll St			3
330	N Carroll St			3
330	N Carroll St	W Gorham St		3
107	W Gorham St			3
117	W Gorham St			3
123	W Gorham St			3
120	W Johnson St	W Gorham St	Church property, 129 W Gorham St frontage	3
120	W Johnson St	W Gorham St	Church property, parking lot frontage on Gorham	3
149	W Gorham St			3
33	W Johnson St	W Dayton St		3
33	W Johnson St	N Carroll St		3
214	N Carroll St		parking ramp frontage, grind at ramp	3
1	W Dayton St	N Carroll St		3
1	W Dayton St	Wisconsin Ave		3
2	E Mifflin St			3
2	E Mifflin St	Wisconsin Ave	grind at ramp	3
123	E Mifflin St			3
118	N Pinckney St	E Dayton St	parking ramp frontage	3
100	N Hamilton St	N Pinckney St		3
100	N Hamilton St	E Dayton St		3
101	N Hamilton St	N Webster St		3
22	N Webster St		by parking lot	3
		TOTAL # SAWCUTS:	973	

DISTRICT 8 SAWCUTS - CONTRACT #8901

Address	Frontage	# of Sawcuts	Comments	Area (see map)	
1209	University Ave	W Johnson St	9		1
1209	University Ave	Charter St	4		1
1209	University Ave	University Ave	2		1
330	N Orchard St	W Johnson St	2	1 grind on median island ramp	1
330	N Orchard St	N Randall Ave	1		1
1525	Linden Dr	University Ave	1		1
1525	Linden Dr	University Ave	2		1
425	Henry Mall	University Ave	1	grind around MH, 1300 University Ave frontage	1
1127	University Ave	N Charter St	3		1
1101	University Ave	N Charter St	1		1
1101	University Ave	W Johnson St	5		1
1022	W Johnson St	N Mills St	4		1
1022	W Johnson St		3		1
1019	University Ave	N Mills St	1	325 N Mills St frontage	1
1019	University Ave		3		1
970	University Ave		1	1150 University Ave frontage	1
970	University Ave		2	970 University Ave frontage, across from Brooks St	1
970	University Ave		3	910 University Ave frontage, near Park St	1
975	University Ave		3	Grainger Hall	1
975	University Ave	N Brooks St	2	Near intersection of University Ave/N Brooks St	1
975	University Ave	N Brooks St	2		1
975	University Ave	W Johnson St	2		1
306	N Brooks St	W Johnson St	4		1
306	N Brooks St		2		1
1001	University Ave		2		1
821	University Ave	N Park St	4		1
821	University Ave	W Johnson St	2		1
821	University Ave		2		1
802	W Johnson St		4	East Campus Mall frontage on W Johnson St	1
744	W Johnson St		1		1
701	University Ave	W Johnson St	3	1 saw cut near 702 frontage, 2 near 724 frontage	1
701	University Ave	N Lake St	3		1
630	N Frances St		3		1
610	Langdon St	N Frances St	1		1
602	Langdon St	N Frances St	2		1
602	Langdon St		2		1
610	Langdon St		1		1
614	Langdon St		1		1
614	Langdon St		1	Exposed aggregate terrace walk.	1
626	Langdon St		2	Exposed aggregate terrace walk.	1
626	Langdon St		1		1
609	N Lake St		3		1
619	N Lake St		2		1
625	Mendota Ct		1		1
622	Mendota Ct		1		1
616	Mendota Ct		1		1
800	Langdon St		1	702 Langdon St frontage, Pyle Center	1
701	Langdon St		4	Memorial Library	1
701	Langdon St		1	Near terrace tree	1
701	Langdon St		2	Terrace concrete	1
701	Langdon St	N Lake St	1	Exposed aggregate terrace walk.	1
701	State St	N Lake St	3	University Book Store. Exposed aggregate terrace walk.	1
432	N Lake St		2	Terrace concrete	1
432	N Lake St		1		1
513	N Lake St		2	Terrace concrete	1
45	N Orchard St		1		2
1223	Capitol Ct		2		2
1223	Capitol Ct	Coyne Ct	1		2
1223	Capitol Ct	N Orchard St	2		2
21	N Orchard St		2		2
1230	Regent St		5		2
1212	Regent St		4		2
10	N Charter St		5		2
29	Coyne Ct	N Charter St	2		2
29	Coyne Ct	Capitol Ct	1		2
25	N Orchard St	N Charter St	1	Parking lot frontage on Charter St	2
1133	Spring St		1		2
1333	Spring St	N Charter St	1		2
27	N Charter St		3		2
1134	Regent St	N Charter St	3		2
1134	Regent St		3		2
1102	Regent St		6		2
1102	Regent St	N Mills St	3		2
1050	Regent St		5		2
1050	Regent St	N Mills St	2		2

DISTRICT 8 SAWCUTS - CONTRACT #8901				
Address	Frontage	# of Sawcuts	Comments	Area (see map)
15 N Mills St		1		2
1020 Regent St		2		2
1007 College Ct	Regent St	1	Parking lot frontage on Regent St	2
1002 Regent St		3		2
914 Regent St		2		2
1301 Spring St		3		2
1301 Spring St	N Orchard St	2		2
27 N Randall Ave	N Orchard St	1	Near 30 N Orchard St	2
27 N Randall Ave	N Orchard St	1	Near 26 N Orchard St	2
27 N Randall Ave	N Orchard St	3	Near 22-24 N Orchard St	2
10 N Orchard St		6		2
10 N Orchard St	Regent St	2		2
1330 Regent St		3		2
1398 Regent St		1		2
1398 Regent St	N Randall Ave	5		2
27 N Randall Ave		2	Near 11 N Randall Ave	2
90 N Orchard St	N Randall Ave	1	Bike path frontage along N Randall Ave	2
45 N Randall Ave	Spring St	2		2
1309 Spring St		1		2
1308 Spring St	N Orchard St	4	3 Saw cuts near 112 frontage, 1 near 102 frontage.	2
1308 Spring St		1		2
1314 Spring St		1		2
1320 Spring St		1		2
107 N Randall Ave		4	2 saw cuts near 103 frontage, 2 near 107 frontage.	2
1325 Randall Ct	N Randall Ave	1		2
1326 Randall Ct	N Randall Ave	1		2
125 N Randall Ave		2		2
116 N Orchard St		1		2
120 N Orchard St		1		2
130 N Orchard St		1		2
134 N Orchard St		2		2
1303 W Dayton St	N Orchard St	1	Near 136 N Orchard St frontage.	2
1303 W Dayton St		2		2
1309 W Dayton St		2		2
1329 W Dayton St		3		2
1308 W Dayton St	N Randall Ave	3	Wendt Library, 215 N Randall Ave frontage.	2
1308 W Dayton St		1	Wendt Library	2
1308 W Dayton St		2	Union South frontage on Dayton	2
1216 W Dayton St		2		2
202 N Charter St		1		2
228 N Charter St		2		2
1221 W Johnson St		1		2
1205 W Johnson St		1	Parking lot frontage on W Johnson St	2
1105 W Johnson St	N Charter St	4	Zoology bldg.	2
1105 W Johnson St		5	Zoology bldg.	2
1105 W Johnson St	N Mills St	5	Zoology bldg.	2
203 N Charter St		1	Corner of N Charter St/W Dayton St	2
112 N Charter St		3	UW Parking lot	2
116 N Charter St		3	Weeks Hall, Geological Sciences	2
116 N Charter St	W Dayton St	1	1225 W Dayton St frontage (Atmospheric Sciences)	2
116 N Charter St	N Orchard St	1	1225 W Dayton St frontage (Atmospheric Sciences), on Orchard St	2
111 N Orchard St		1		2
1228 Spring St		1		2
1224 Spring St		2		2
1001 Spring St		1		2
41 N Mills St		5		2
21 N Mills St		1		2
1002 College Ct	N Mills St	1	Parking lot frontage on N Mills St	2
1101 Spring St		3		2
1111 Spring St		2		2
1102 Spring St	N Mills St	1		2
1100 Spring St	N Mills St	1	Bike path frontage along N Mills St	2
1025 W Johnson St	N Mills St	2		2
1025 W Johnson St	N Brooks St	1		2
214 N Brooks St		1	UW Parking lot	2
934 W Dayton St	N Brooks St	3		2
209 N Brooks St		2		2
935 W Johnson St	N Brooks St	1		2
915 W Johnson St		2	near Park St corner	2
111 N Mills St	Spring St	1		2
110 N Brooks St	Spring St	3		2
928 Spring St		1		2
920 Spring St		3		2
902 Spring St		4	Outlot-bike rental storage	2

DISTRICT 8 SAWCUTS - CONTRACT #8901				
Address	Frontage	# of Sawcuts	Comments	Area (see map)
902 Spring St	N Park St	1	Outlot-bike rental storage	2
108 N Park St		3	RR frontage, tracks and bike path bridge over Park St. West side of Park St, north of Spring St.	2
919 W Dayton St	N Park St	2		2
615 W Johnson St	N Lake St	2	Witte residence hall	2
615 W Johnson St	W Dayton St	1	Witte residence hall	2
615 W Johnson St	N Frances St	2	Witte residence hall	2
821 W Johnson St	N Lake St	1	Gordon Commons	2
821 W Johnson St		1	Sellery residence hall	2
821 W Johnson St	N Park St	7	Sellery residence hall	2
821 W Johnson St	W Dayton St	2	Sellery residence hall	2
835 W Dayton St	N Park St	2	Ogg residence hall	2
38 E Campus Mall	N Park St	2	RR frontage, tracks and bike path bridge over Park St. East side of Park St, north of Spring St.	2
35 N Park St		2	Smith residence hall	2
21 N Park St		1		2
826 Regent St	N Park St	2		2
826 Regent St		7		2
930 College Ct	N Park St	1	30 N Park St frontage	2
905 Spring St	N Park St	3		2
905 Spring St		1		2
911 Spring St		4		2
43 N Brooks St	Spring St	1	Parking lot frontage.	2
802 Regent St		2		2
802 Regent St	E Campus Mall	1		2
21 N Park St	E Campus Mall	1		2
760 Regent St	E Campus Mall	1	Outlot at NE corner of Regent St/E Campus Mall	2
760 Regent St		2	Outlot at NE corner of Regent St/E Campus Mall	2
700 Regent St		1		2
660 W Washington Ave	Regent St	4		2
660 W Washington Ave		3		2
	TOTAL # SAWCUTS:	388		

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE 8901 - ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND
INCIDENTAL WORK 2020


CONTRACT NO. 8901

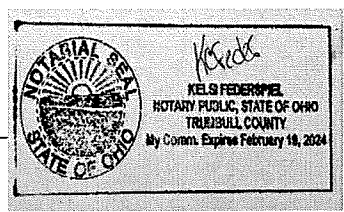
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 8901_ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of Universal Concrete Grinding (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Ohio a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.


SIGNATURE

Principal
TITLE, IF ANY

Sworn and subscribed to before me this day of 29th, 2020.




(Notary Public or other officer authorized to administer oaths)

My Commission Expires

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

Contract 8901 – Universal Concrete Grinding, LLC

Section F: Best Value Contracting (BVC) Form

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

Method of Submittal of Best Value Contracting form (click in box below to choose) *

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

Best Value Contracting

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

General Laborer

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

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

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

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

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

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

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK
(DISTRICT 4 & 8) - 2020**

CONTRACT NO. 8901

DATE: 4/30/20

**Universal Concrete
Grinding, LLC**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10911.0 - MOBILIZATION - EACH	20.00	\$0.01	\$0.20
30506.0 - RESET BRICK PAVERS - SIDEWALK REPLACEMENT PROGRAM - S.F.	50.00	\$0.01	\$0.50
30601.0 - HORIZONTAL SAWCUT CONCRETE SIDEWALKS, DRIVEWAYS, TRAFFIC ISLANDS & STEPS - INCH-FEET	4200.00	\$10.45	\$43,890.00
3 Items	Totals		\$43,890.70

SECTION G: BID BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8901

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

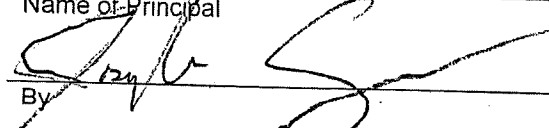
If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

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

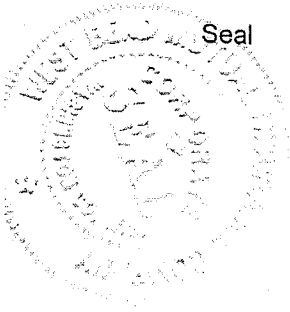
Seal PRINCIPAL

Universal Concrete Grinding LLC
Name of Principal

By 

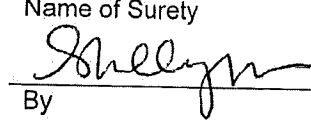
4/22/2020
Date

Joseph A Spain, Member
Name and Title



Seal SURETY

West Bend Mutual Insurance Company
Name of Surety

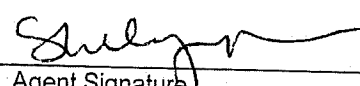
By 

4/21/2020
Date

Shelley Taylor Odille, Attorney-In-Fact
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2207706 for the year 2020, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

4/21/2020
Date


Agent Signature

9400 E MARKET STREET
Address

WARREN, OH 44484
City, State and Zip Code

330-393-2587
Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

Bond No. 2432637

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Shelley Taylor Odille

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

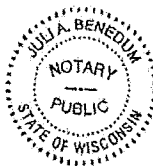
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 18th day of March, 2020



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of MAY in the year Two Thousand and Twenty between **UNIVERSAL CONCRETE GRINDING, LLC** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MAY 19, 2020**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8901

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **FORTY-THREE THOUSAND EIGHT HUNDRED NINETY AND 70/100 (\$43,890.70)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

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

c. Exemptions: This section shall not apply when:

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

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

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND
INCIDENTAL WORK (DISTRICT 4 & 8) - 2020
CONTRACT NO. 8901**

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

Countersigned:

UNIVERSAL CONCRETE GRINDING, LLC

Company Name

KCFeder 5/20/2020
Witness Date

[Signature] 5-20-2020
President Date

KCFeder 5/20/2020
Witness Date

[Signature] 5-20-2020
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 6/29/2020
Finance Director Date

Michael Hayes 6/29/2020
City Attorney Date

[Signature] 6/30/2020
Witness Date

[Signature] 6/30/2020
Mayor Date

Shelby Hanuwal 6/23/20
Witness Date

Maibeth Witzel-Behl 6-23-2020
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **UNIVERSAL CONCRETE GRINDING, LLC** as principal, and West Bend Mutual Insurance Company Company of Wisconsin as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FORTY-THREE THOUSAND EIGHT HUNDRED NINETY AND 70/100 (\$43,890.70)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020
CONTRACT NO. 8901**

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

Signed and sealed this 20th day of May 2020

Countersigned:

KCFeder
Witness
[Signature]
Secretary

UNIVERSAL CONCRETE GRINDING, LLC
Company Name (Principal)
[Signature]
President Seal

Approved as to form:

Michael Haas
City Attorney

West Bend Mutual Insurance Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Shelley Taylor Odille

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2207706 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

05-20-2020
Date

[Signature]
Agent Signature



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Shelley Taylor Odille

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

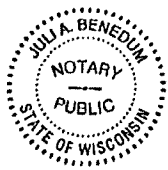
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20th day of May, 2020.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.