

Contract Routing Form

ROUTING: Routine

printed on: 07/31/2018

Contract between: Mega Rentals Inc  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: E. Washington Avenue Permanent Pavement Marking Replacement  
- 2018

Contract No.: 8229  
Enactment No.: 18-00544  
Dollar Amount: 330,160.75

File No.: 52203  
Enactment Date: 07/30/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-1-2018	8-1-2018
Director of Civil Rights	8-1-18	8-2-18 FNS
Risk Manager	8/6/18	8/6/18 REN
Finance Director	08-07-2018	8-7-18 RW
City Attorney 880	8-08-18	8-10-18
Mayor	08.10.18	08.10.18

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

Original + 2 Copies

07/31/2018 12:10:44 enjls - Mark Winter 266-6543

Dis Rights: OK  N/A Problem - Hold  
Prev Wage:  Agency / No  
Contract Value: 330,160.75  
AA Plan: Approved  
Amendment / Addendum # NK  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW Goal / Loan / Agrmt

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File #:	52203	Version: 1	Name:	Awarding Public Works Contract No. 8229, E. Washington Avenue Permanent Pavement Marking Replacement - 2018.
Type:	Resolution		Status:	Passed
File created:	6/25/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	7/24/2018		Final action:	7/24/2018
Enactment date:	7/30/2018		Enactment #:	RES-18-00544
Title:	Awarding Public Works Contract No. 8229, E. Washington Avenue Permanent Pavement Marking Replacement - 2018. (2nd, 6th, 12th & 17th ADs)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u><a href="#">Contract 8229.pdf</a></u>			

[History \(3\)](#)   [Text](#)

**Fiscal Note**

The proposed resolution awards the contract for the East Washington Avenue Permanent Pavement Marking Replacement project at a total cost of \$340,070. The project was budgeted within the adopted 2018 capital budget via the Engineering Major Streets Reconstruction Streets capital program (MUNS 11181); \$14,83 million is budgeted for the program in 2018. Funding is provided by GO Borrowing.

MUNIS:  
11864-402-200

**Title**

Awarding Public Works Contract No. 8229, E. Washington Avenue Permanent Pavement Marking Replacement - 2018. (2nd, 6th, 12th & 17th ADs)

**Body**

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 bidders 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**

*son*

**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. 8229) for itemization of bids.



Jurisdiction: Wisconsin

Demographics

**Company Name:** Western Surety Company  
**Short Name:**  
**SBS Company Number:** 54219777  
**NAIC CoCode:** 13188  
**FEIN:** 46-0204900  
**Domicile Type:** Foreign  
**State of Domicile:** South Dakota  
**Country of Domicile:** United States  
**NAIC Group Number:** 218 - CNA INS GRP  
**Organization Type:** Stock  
**Date of Incorporation:** 07/10/1900  
**Merger Flag:** No

Address

**Business Address**  
 101 S REID AVE  
 SIOUX FALLS, SD 57103  
 United States

**Mailing Address**  
 333 S WABASH AVE  
 CHICAGO, IL 60604  
 United States

**Statutory Home Office Address**  
 101 S REID ST  
 SIOUX FALLS, SD 57103  
 United States

**Main Administrative Office Address**  
 333 S WABASH AVE  
 CHICAGO, IL 60604  
 United States

Phone, E-mail, Website

Phone

Type	Number
Fax Phone	(312) 260-4376
Business Primary Phone	(312) 822-5000

Email

No results found.

Website

No results found.

Company Type

**Company Type:** Property and Casualty  
**Status:** Active  
**Status Reason:**

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**Effective Date:** 05/29/1942  
**Legacy State ID:** 111843  
**Issue Date:** 05/29/1942  
**Approval Date:**  
**File Date:**  
**Articles of Incorporation Received:** No  
**Article No:**  
**COA Number:**

Appointments

Export to Excel

mckenna

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
PATRICK MCKENNA	650765	650765	Intermediary (Agent) Individual	Casualty	07/21/2003	03/16/2018	03/15/2019

Line Of Business

Filter

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	05/29/1942
Surety Insurance	Surety Insurance	05/29/1942
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	05/29/1942

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
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First Previous **1** Next Last

Company Merger

No results found.

Name Change History

Filter

Previous Name	New Name	Effective Date
	Western Surety Company	

First Previous **1** Next Last

\$330,160.75  
FILE

BID OF MEGA RENTALS, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT -  
2018

CONTRACT NO. 8229

PROJECT NO. 11864

MUNIS NO. 11864

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 24, 2018

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



**E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT -  
2018  
CONTRACT NO. 8229**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: cmb

## 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:	E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT - 2018
CONTRACT NO.:	8229
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	6/22/2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/21/2018
BID SUBMISSION (2:00 P.M.)	6/28/2018
BID OPEN (2:30 P.M.)	6/28/2018
PUBLISHED IN WSJ	6/14/2018 & 6/21/2018

SBE PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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 by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 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](http://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](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

All bids, sealed or electronic, must be accompanied with a Bid Bond 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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8  State of Wisconsin Master Plumbers License.

## SECTION B: PROPOSAL

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

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

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

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

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

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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



## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT - 2018 CONTRACT NO. 8229

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **SECTION 102.12 EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO).**

Equal Benefits are not required. Delete the entire provision.

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

This work consists of the furnishing and application or removal of semi-permanent epoxy and wet reflective contrast tape pavement markings at locations throughout the City of Madison and per City of Madison Standard Pavement Marking Details or as shown on the plans provided by the City Of Madison.

#### **SECTION 105.5 INSPECTION OF WORK**

Acceptable performance of pavement markings will be evaluated during the proving period in sections. Each edge line, lane line, center line, or barrier line, measured through 600 foot length will be considered a section. Miscellaneous markings including channelizing lines, groupings of diagonal lines, stop lines, crosswalks, median nose, symbols and words and parking stalls will be evaluated separately as a section

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

All signing and barricading shall conform with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15c 11-5

Conduct operations in a manner that will cause the least interference to traffic and pedestrian movements and access with and adjacent to the construction activities. Maintain vehicle and pedestrian access at all times to buildings within the limits of construction.

#### **UW Badger Football Game Day Restrictions**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying East Washington Avenue traffic starting four hours prior to the kickoff of a home game for the Wisconsin Badgers football team, and concluding at the kickoff. Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying East Washington Avenue traffic starting at half time of a home game for the Wisconsin Badgers football team, and concluding four hours after the completion of the game. The engineer has authority to apply work restrictions for other special events not listed here.

### UW Badger Football Home Game Schedule

- Friday, August 31, 2018 time to be determined.
- Saturday, September 8, 2018 time to be determined.
- Saturday, September 15, 2018 time to be determined.
- Saturday, October 6, 2018 time to be determined.
- Saturday, October 20, 2018 time to be determined.

### **Lane Closures**

Do not close more than one lane of East Washington Avenue in each direction during Off-Peak hours. Do not close any lanes of East Washington Avenue during Peak Travel Periods. Do not close any left turn lanes during Peak Travel Periods. Keep one left turn lane open at signalized intersections during Off-Peak hours. Lane closures shall be according to standard detail drawings SDD 6.33, 6.34, "Traffic Control, Single Lane Closure, Non-Freeway/Expressway" and "Traffic Control, Intersection Within Single Lane Closure".

Single lane operation, closing two lanes in any direction, of East Washington Avenue will be permitted during Night-Time Work Hours only.

### **Peak Travel Periods:**

- 6:00 AM to 9:00 AM Monday, Tuesday, Wednesday, Thursday and Friday
- 3:00 PM to 6:00 PM Monday, Tuesday, Wednesday and Thursday
- 3:00 PM to 9:00 PM Friday
- 9:00 AM to 9:00 PM Saturday

### **Off-Peak Hours:**

- 9:00AM to 3:00 PM Monday, Tuesday, Wednesday, Thursday and Friday
- 6:00 PM to 9:00 PM Monday, Tuesday, Wednesday, and Thursday
- 9:00 PM Friday to 9:00 AM Saturday
- 9:00 PM Saturday to 6:00 AM Monday

### **Night-Time Work Hours:**

- 9:00 PM to 6:00 AM Monday, Tuesday, Wednesday and Thursday.

The engineer has authority to limit the type of night-time work along the residential areas of East Washington Ave. Night-Time work in those areas may be restricted to low noise level work.

### **SECTION 109.5 METHODS AND EQUIPMENT**

The work shall conform to all aspects of the current edition of Wisconsin Department of Transportation Standard Specifications, Part 6 Section 646 as it relates to the items in this contract.

### **SECTION 109.7**

### **TIME OF COMPLETION**

Work shall only begin after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be provided around August 20, 2018. All work must be completed by **October 15, 2018**.

### **ARTICLE 110 MEASUREMENT AND PAYMENT**

Measurement and payment shall be per the current edition of Wisconsin Department of Transportation Standard Specifications, Part 6 Section 646 as it relates to the items in this contract.

### **ARTICLE 608 PAVEMENT MARKINGS**

Work under this section shall be accomplished in accordance with the Standard Specifications and as modified herein.

**BID ITEM 90000A-B, REMOVE/REPLACE PAVEMENT MARKING-WET REFLECTIVE CONTRAST PERMANENT TAPE-7-INCH, 11-INCH**

**DESCRIPTION**

Work under this item shall include the removal of existing plus the surface preparation, furnishing and installation of new wet reflective contrast permanent tape pavement marking as shown on the plans, per the requirements of the most current version of the Wisconsin Department of Transportation Standard Specifications, Section 646.

**CONSTRUCTION**

Prepare surface and install per manufacturer's instructions.

**MATERIALS**

Furnish wet reflective pavement marking contrast permanent tape and adhesive material per manufacturer's recommendations. Width of tape reflects width of line plus 1½ inch of black either side of line.

**MEASUREMENT**

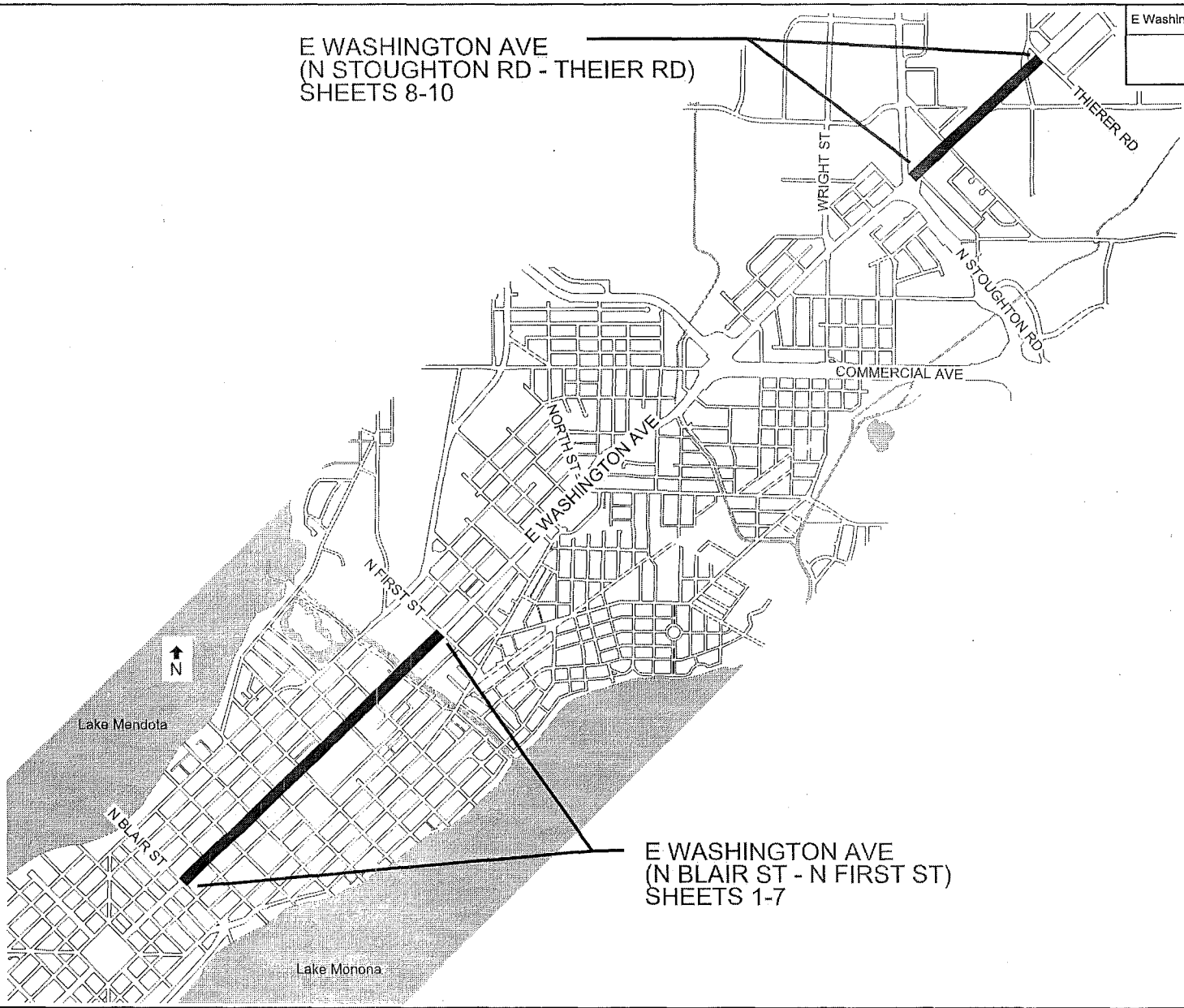
Measurement is per linear foot of existing tape removed and new wet reflective contrast permanent tape installed.

**PAYMENT**

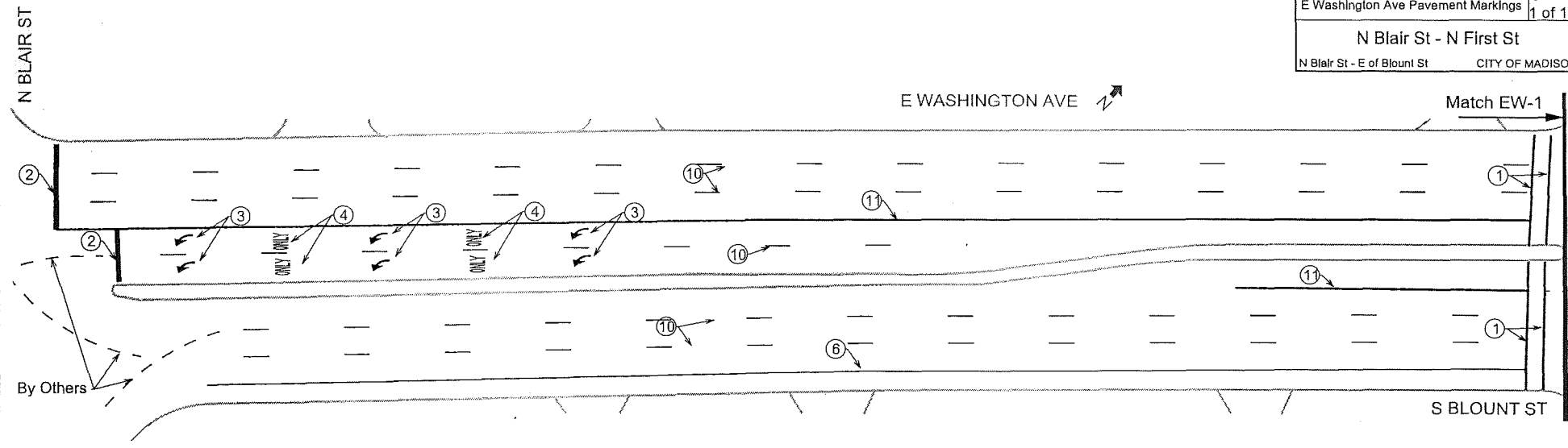
Payment is full compensation for removing existing tape, preparing the surface, furnishing new and installing, wet reflective contrast permanent tape pavement marking.

E WASHINGTON AVE  
(N STOUGHTON RD - THEIER RD)  
SHEETS 8-10

E WASHINGTON AVE  
(N BLAIR ST - N FIRST ST)  
SHEETS 1-7

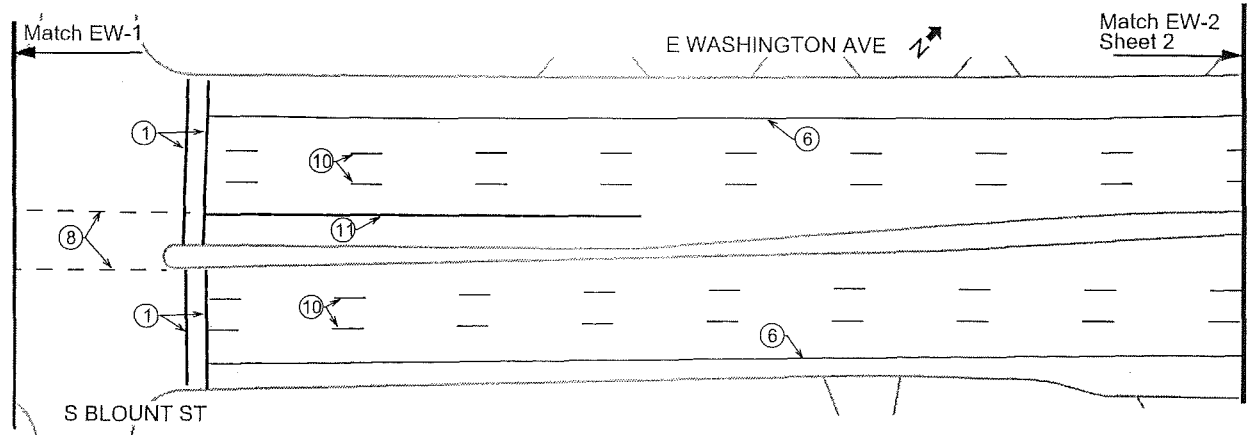


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**Legend**

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- ② PM EPOXY, STOP LINE, 24-INCH
- ③ PM EPOXY, SYMBOL, LEFT ARROW
- ④ PM EPOXY, WORD, ONLY
- ⑤ PM EPOXY, SYMBOL, RAILROAD CROSSING
- ⑥ PM-WT REFL CNTR TAPE, 4-INCH, SOLID LINE, WHITE
- ⑦ PM-WT REFL CNTR TAPE, 4-INCH, SOLID LINE, YELLOW
- ⑧ PM-WT REFL CNTR TAPE, 4-INCH, 5' LINE x 5' GAP, WHITE
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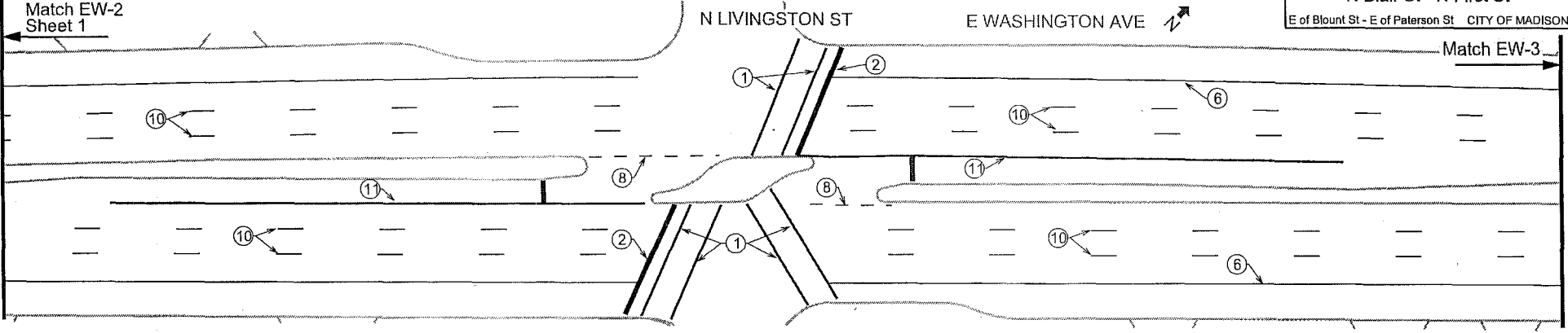


PLOT SCALE

PLOT NAME

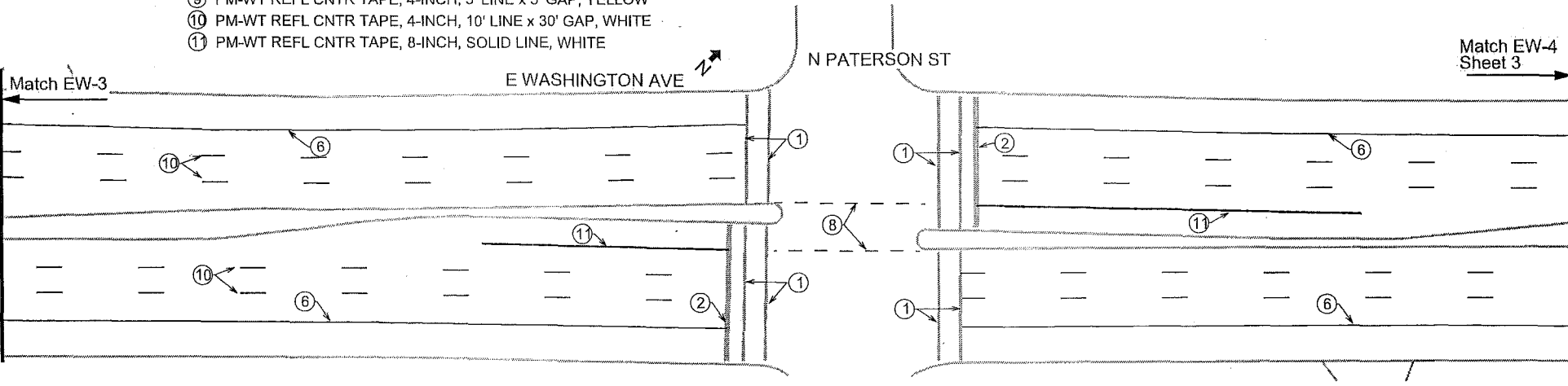
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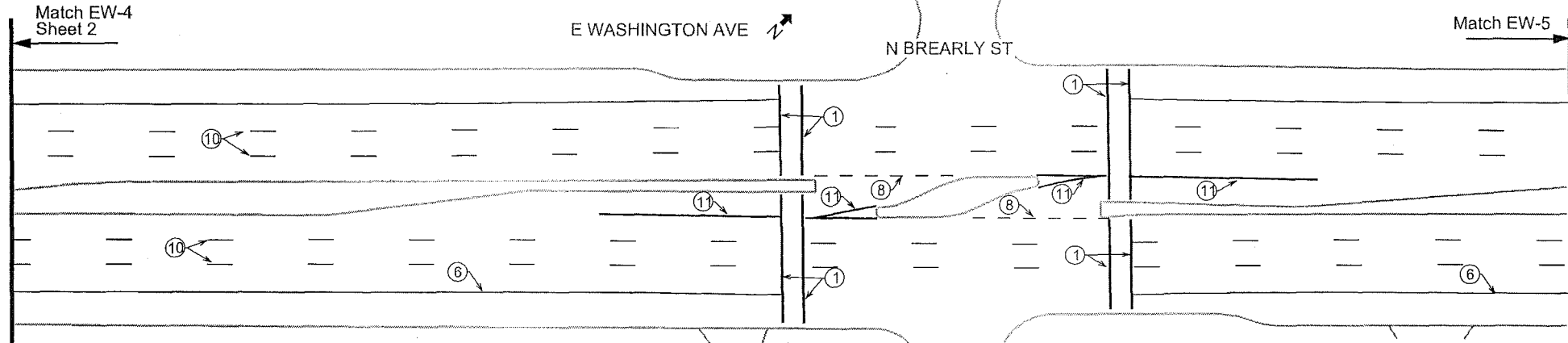
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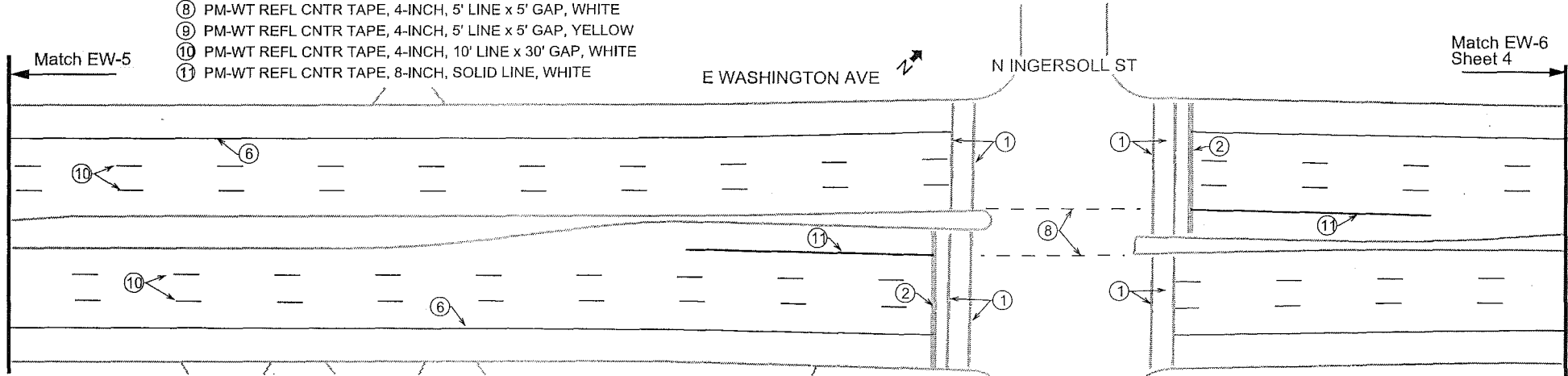


N Blair St - N First St



**Legend**

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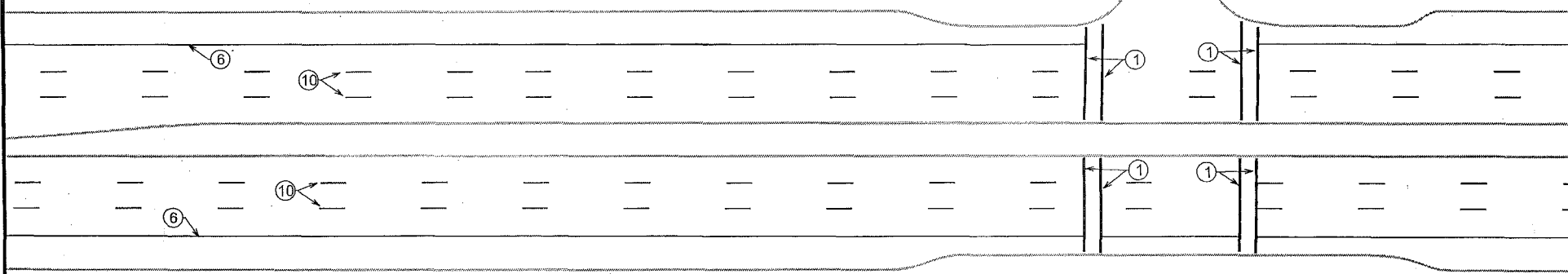
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Match EW-6  
Sheet 3

E WASHINGTON AVE ↗

N FEW ST

Match EW-7



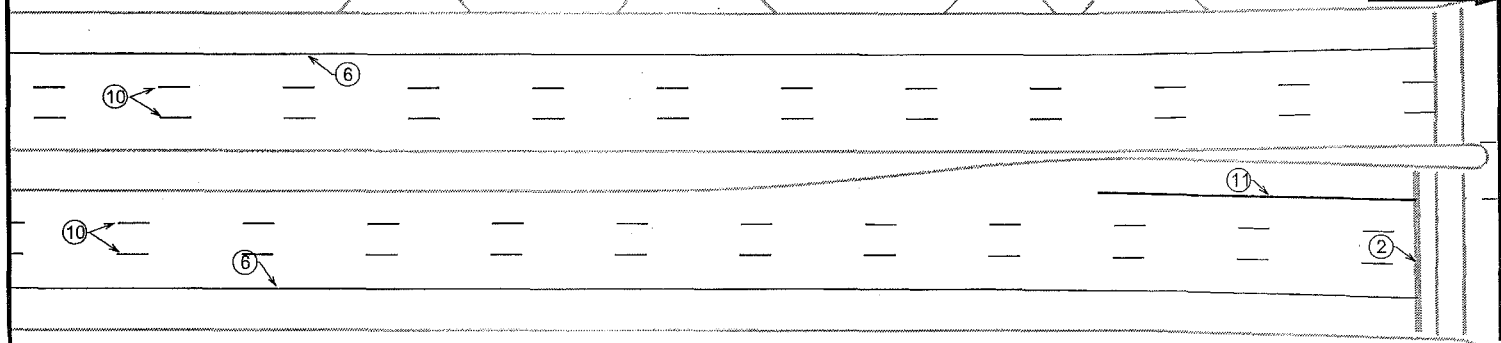
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Match EW-7

E WASHINGTON AVE ↗

N BALDWIN ST  
Match EW-8  
Sheet 5

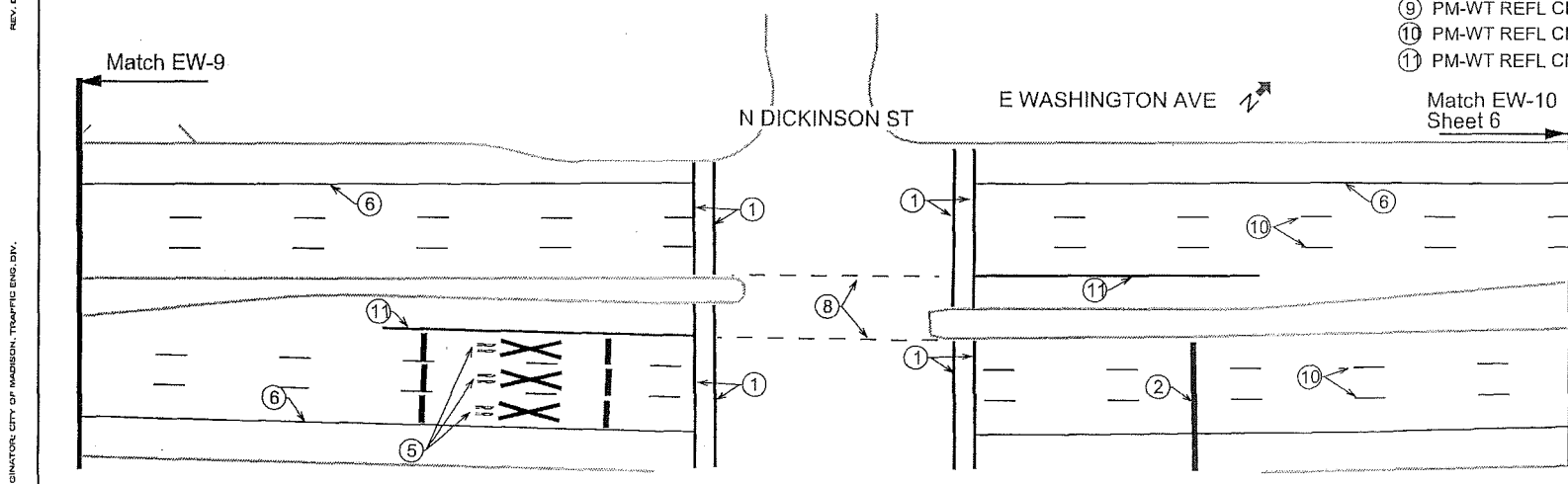
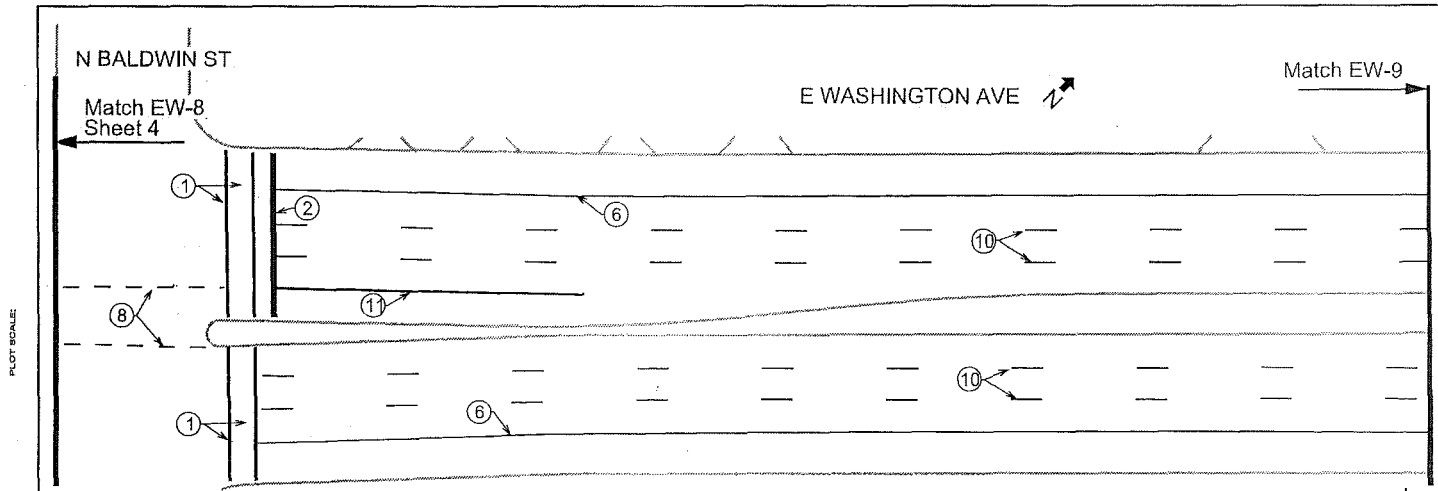


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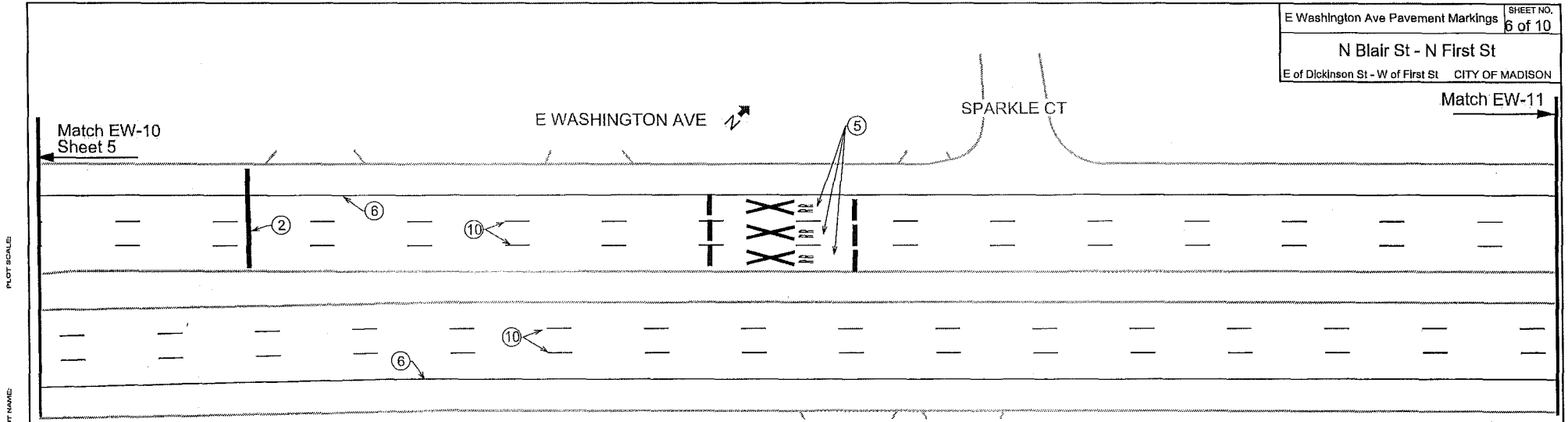


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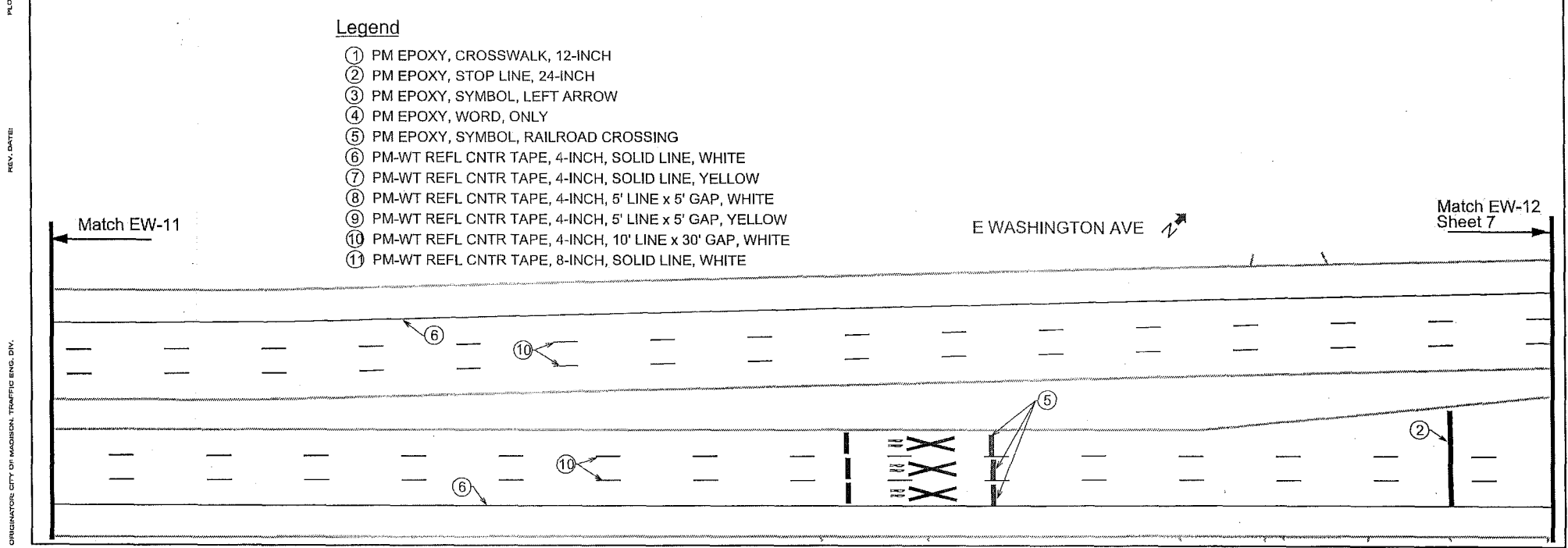
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N Blair St - N First St



Legend

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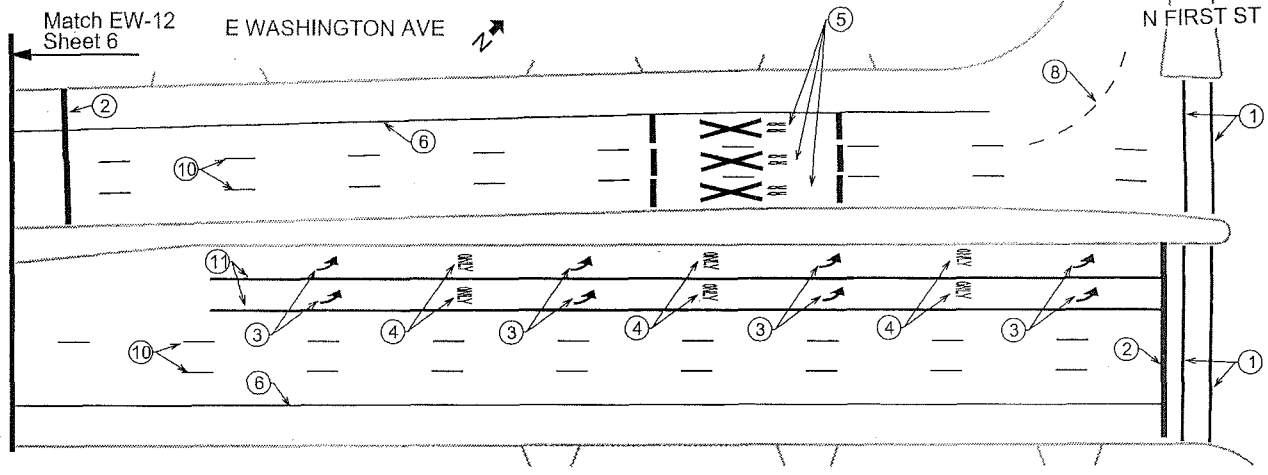


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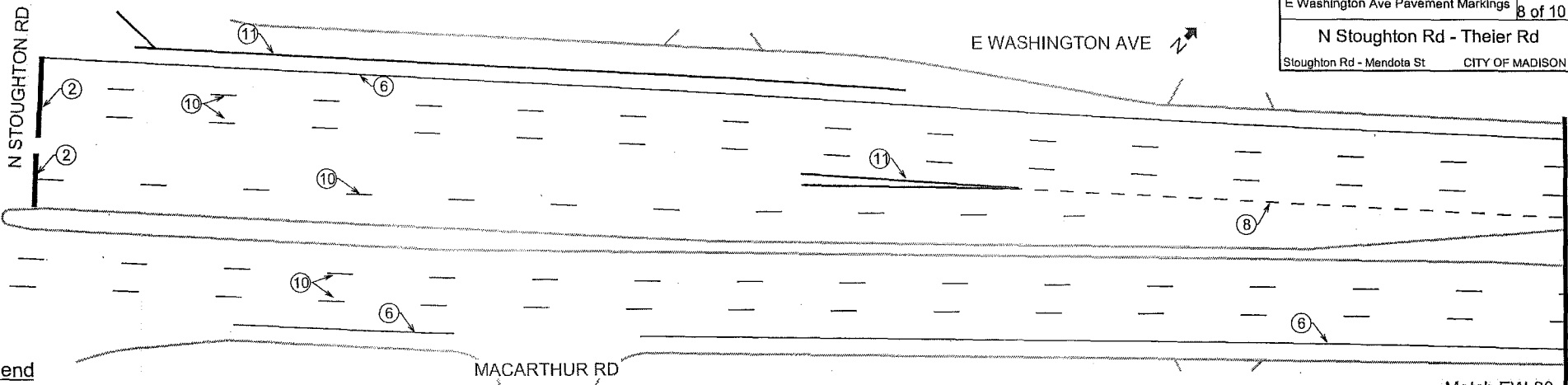
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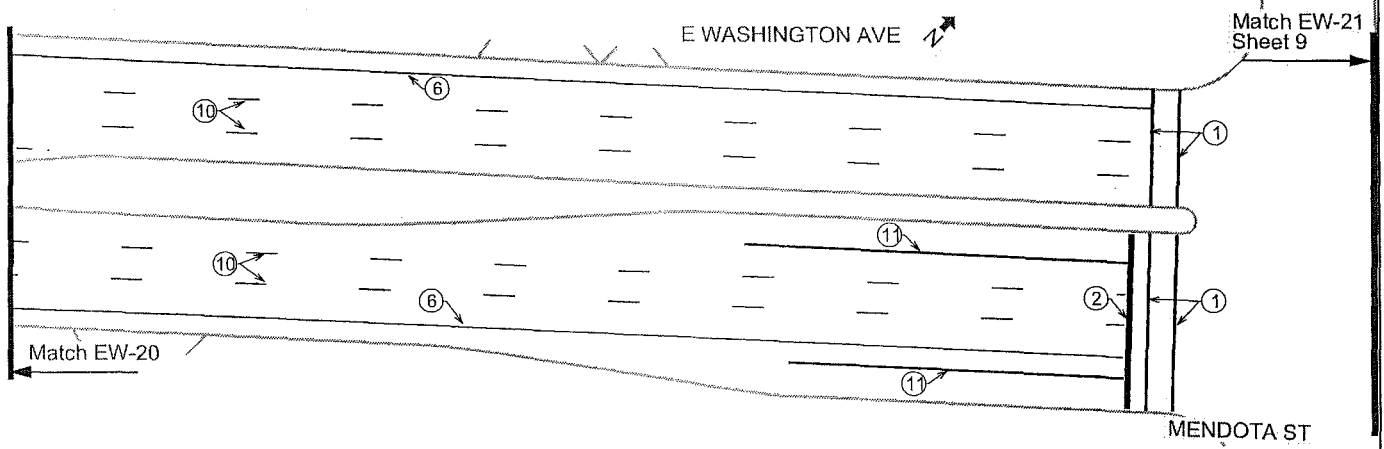
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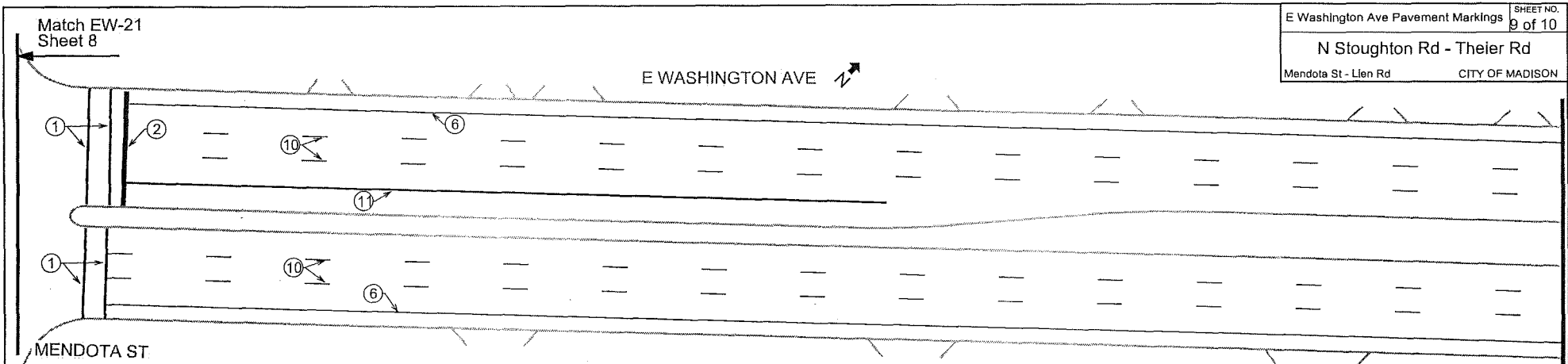


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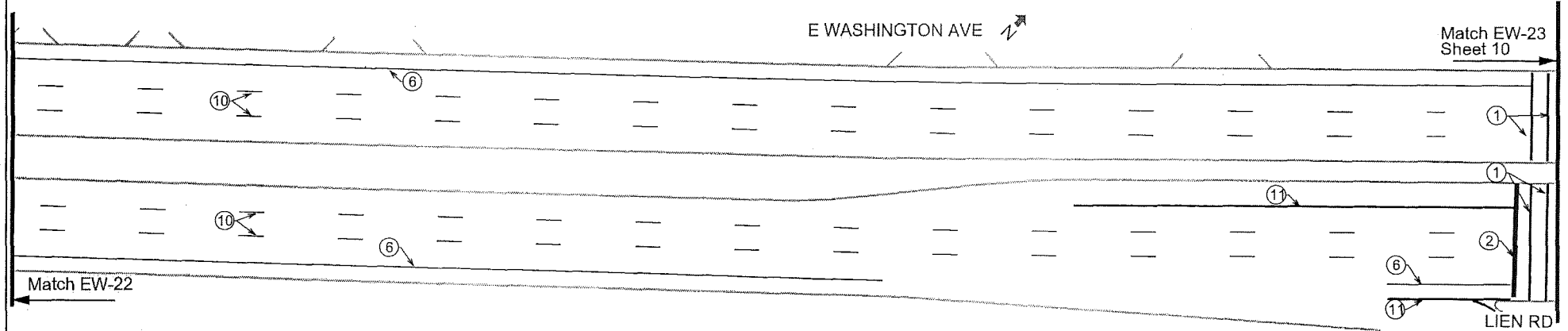
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 ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

Match EW-23  
 Sheet 9

E WASHINGTON AVE ↗

Match EW-24

LIEN RD

Legend

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- ② PM EPOXY, STOP LINE, 24-INCH
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Match EW-24

E WASHINGTON AVE ↗

PORTAGE RD

PARKSIDE DR

THIERER RD

PLOT SCALE:

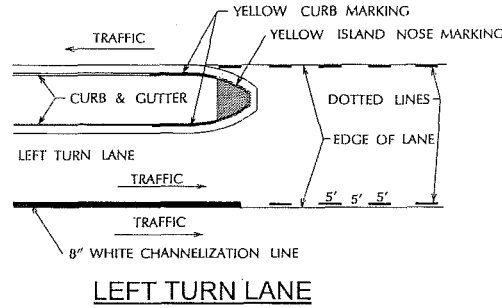
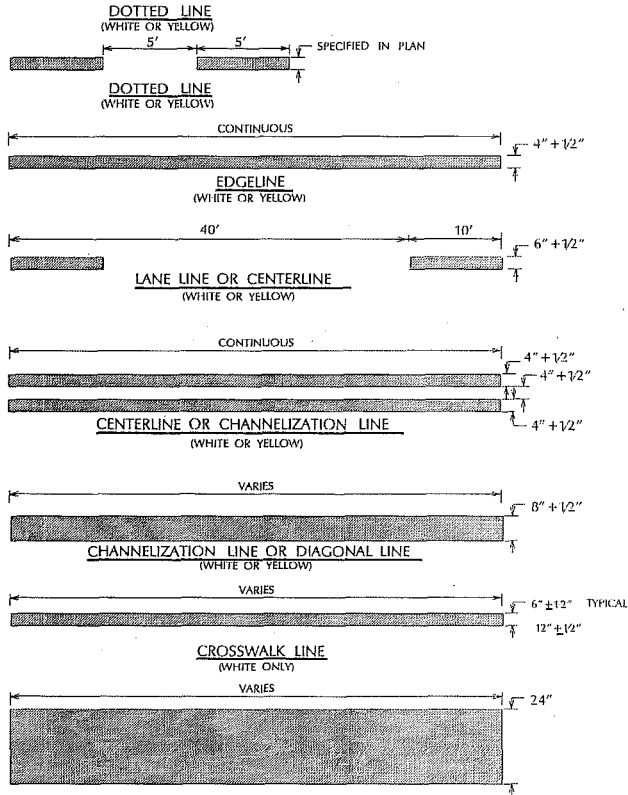
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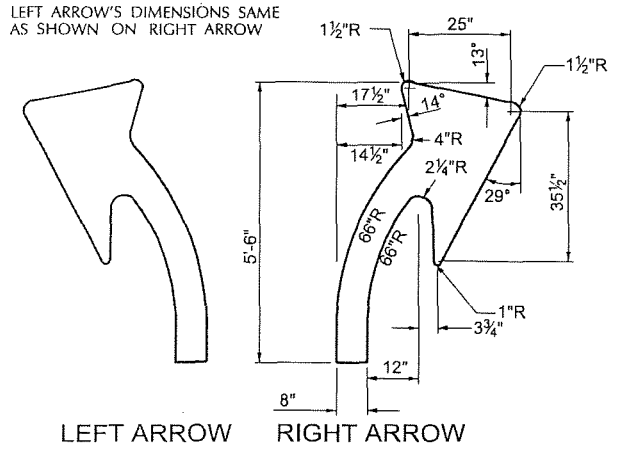
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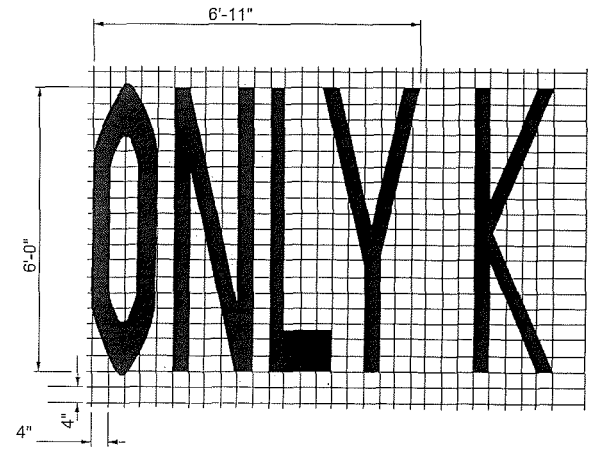
**PERMANENT PAVEMENT MARKINGS**



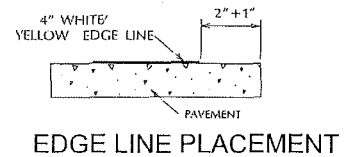
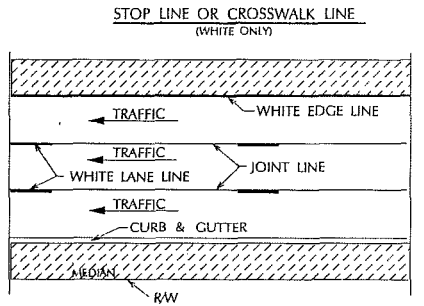
LEFT ARROW'S DIMENSIONS SAME AS SHOWN ON RIGHT ARROW



LEFT ARROW      RIGHT ARROW



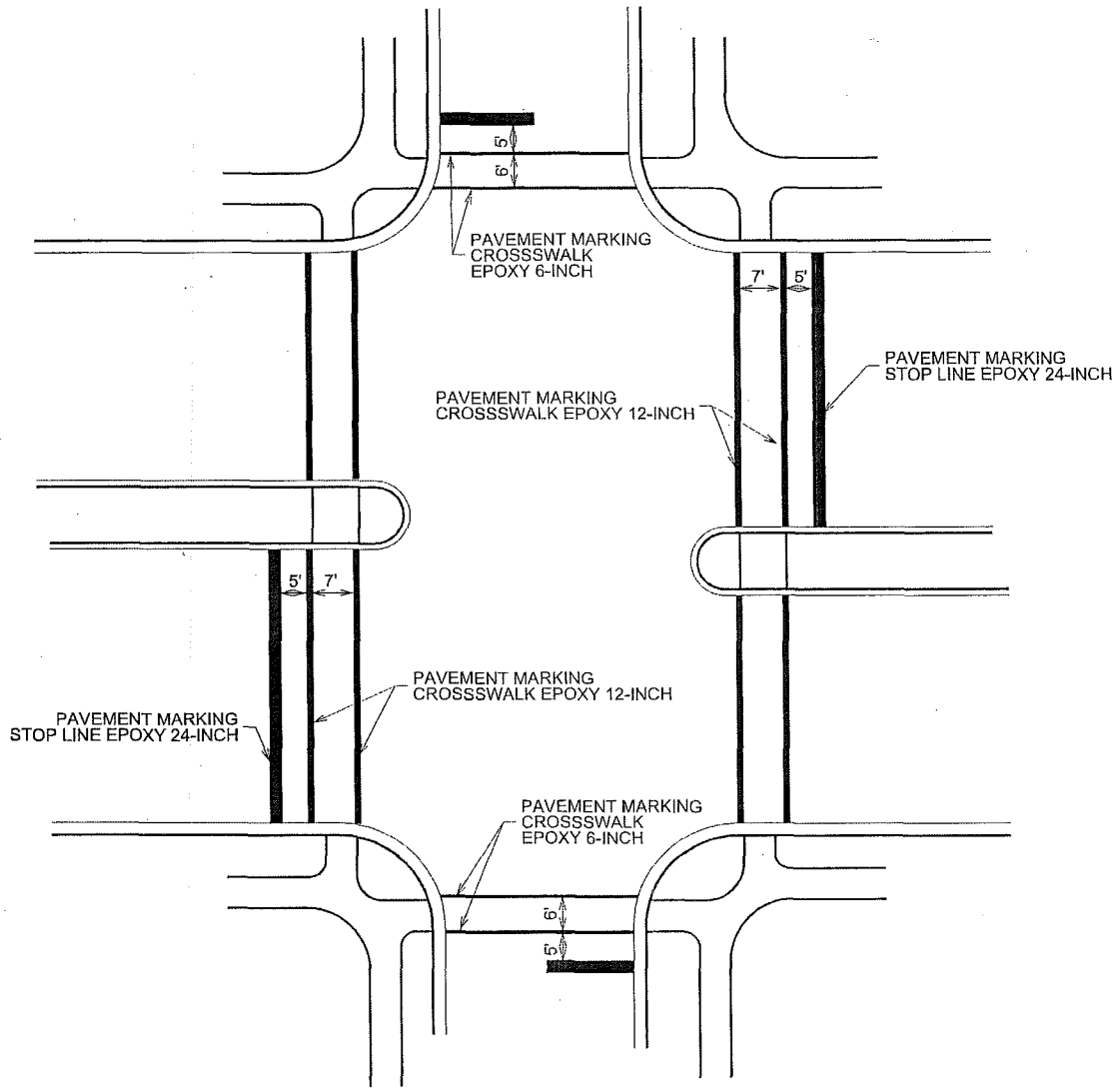
WORD LEGEND



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 ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

Pavement Marking Details

CITY OF MADISON



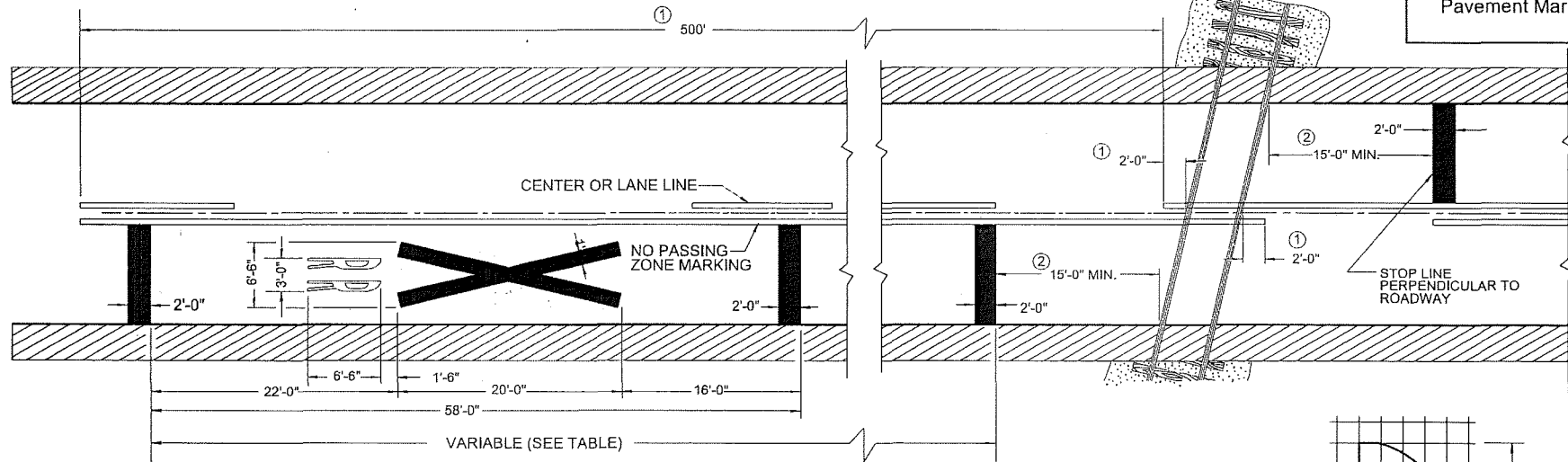
STANDARD CROSSWALK DETAIL

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REV. DATE:

ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.



**RR PAVEMENT MARKING**

**GENERAL NOTES**

DETAILS OF CONSTRUCTION, MATERIALS, AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

THE DISTANCE FROM THE RAILROAD CROSSING MARKING TO THE NEAREST TRACK WILL VARY ACCORDING TO THE APPROACH SPEED AND THE SIGHT DISTANCE OF THE VEHICULAR TRAFFIC. DIMENSIONS SHOWN IN THE TABLE SHALL BE USED UNLESS OTHERWISE SHOWN ON THE PLANS.

A THREE-LANE ROADWAY SHOULD BE MARKED WITH A CENTERLINE FOR TWO-LANE APPROACH OPERATION ON THE APPROACH TO A CROSSING.

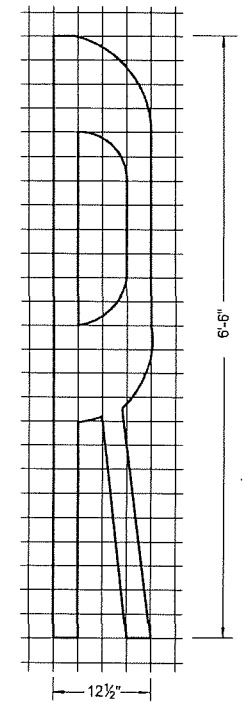
ON MULTI-LANE ROADS THE TRANSVERSE BANDS SHOULD EXTEND ACROSS ALL APPROACH LANES, AND INDIVIDUAL R X R SYMBOLS SHOULD BE USED IN EACH APPROACH LANE. ALL LETTERS AND SYMBOLS SHALL BE IN CONFORMANCE WITH THE "STANDARD ALPHABETS FOR HIGHWAY SIGNS AND PAVEMENT MARKINGS" (ADOPTED BY THE FEDERAL HIGHWAY ADMINISTRATION).

TRANSVERSE BANDS AND R X R SYMBOL ARE REFLECTIVE WHITE. SOLID LONGITUDINAL LINE IS REFLECTIVE YELLOW ON BIDIRECTIONAL TRAVELED WAYS AND IS OMITTED ON UNIDIRECTIONAL TRAVELED WAYS. DASHED LONGITUDINAL LINE IS REFLECTIVE YELLOW WHEN IT IS BETWEEN LANES OF TRAFFIC MOVING IN OPPOSITE DIRECTIONS AND REFLECTIVE WHITE WHEN IT IS BETWEEN LANES OF TRAFFIC MOVING IN THE SAME DIRECTION.

CENTER OR LANE LINES AND NO PASSING ZONE MARKINGS SHOWN ON THIS DRAWING ARE REQUIRED AND PAID FOR UNDER OTHER ITEMS IN THE CONTRACT.

- ① MARKING LIMITS MAY BE EXTENDED AS DIRECTED BY THE ENGINEER TO MEET ADJACENT NO PASSING ZONE MARKINGS.
- ② MINIMUM 8' TO GATE IF PRESENT.

Posted Speed (M.P.H.)	Variable Dimension (Feet)
25	150
30	200
35	250
40	325
45	400
50	475
55	550



PLOT SCALE: REV. DATE: ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

SECTION E: BIDDERS ACKNOWLEDGEMENT

E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT - 2018  
CONTRACT NO. 8229

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.

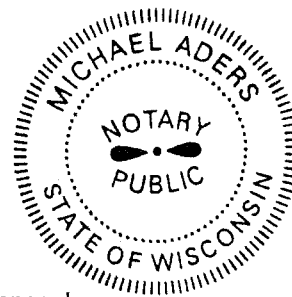
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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. N/A through N/A to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of MEGA RENTALS INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of S-CORPORATION; an individual trading as \_\_\_\_\_; of the City of MADISON State of WISCONSIN; 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.

Megan Decker  
 SIGNATURE  
**Megan Decker, President**  
 TITLE, IF ANY

Sworn and subscribed to before me this 28<sup>th</sup> day of June, 2018  
Michael Aders

(Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 6-22-20

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



SECTION F: BEST VALUE CONTRACTING

E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT -  
2018  
CONTRACT NO. 8229

Best Value Contracting

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

PAVEMENT MARKING & TRAFFIC CONTROL.

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

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

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

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

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

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

E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT -  
2018  
CONTRACT NO. 8229

Small Business Enterprise Compliance Report

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

Cover Sheet

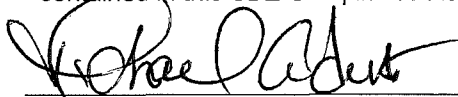
Prime Bidder Information

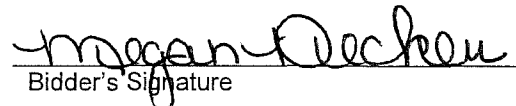
Company: MEGA RENTALS INC.  
Address: 2573 ADVANCE RD MADISON, WI 53708  
Telephone Number: 608-222-2247 Fax Number: 608-222-1768  
Contact Person/Title: M.KE ADERS - Vice President.

Prime Bidder Certification

I, MEGAN DECKER, President of  
Name Title  
MEGA RENTALS INC. 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  
6/28/18  
Date

  
Bidder's Signature





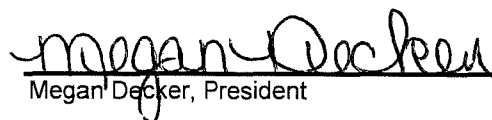
MEGA RENTALS, INC.  
P.O. BOX 8026  
MADISON, WI 53708  
Phone: 608-222-2247  
Fax: 608-222-1768

CONTRACT #8229  
PROJECT #11864  
MUNIS #11864

LETTING DATE: June 28, 2018

Dane County  
E. Washington Avenue Permanent Pavement Marking Replacement 2018

ITEM	DESCRIPTION	APPR.		UNIT PRICE	AMOUNT BID
		QTY	UNIT		
10720	TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD	80	DYS	50.00	\$ 4,000.00
60814	PAVEMENT MARKING EPOXY, CROSSWALK, 12-IN	4,150	LF	8.00	\$ 33,200.00
60818	PAVEMENT MARKING EPOXY, STOP LINE, 24-IN	1,035	LF	12.00	\$ 12,420.00
60829	PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW	14	EA	300.00	\$ 4,200.00
60834	PAVEMENT MARKING EPOXY, WORD, ONLY	10	EA	300.00	\$ 3,000.00
60835	PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING	12	EA	1,000.00	\$ 12,000.00
9000A	REMOVE/REPLACE PAVEMENT MARKING WET REFLECTIVE CONTRAST TAPE, 4-IN LINE, 7-IN TOTAL WIDTH	28,705	LF	7.15	\$ 205,240.75
9000B	REMOVE/REPLACE PAVEMENT MARKING WET REFLECTIVE CONTRAST TAPE, 8-IN LINE, 11-IN TOTAL WIDTH	5,100	LF	11.00	\$ 56,100.00
<b>TOTAL:</b>					<b>\$ 330,160.75</b>

  
Megan Decker, President

6/28/18  
Date



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

**Assistant City Engineer**  
Gregory T. Fries, P.E.  
Kathleen M. Cryan  
**Principal Engineer 2**  
Christopher J. Pelykowski, P.E.  
John S. Fahmey, P.E.  
**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmidt, P.E.  
**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
Bryan Cooper, Principal Architect  
**Mapping Section Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Mega Rentals, Inc.  
(a corporation of the State of Wisconsin )  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
Western Surety Company

a corporation of the State of South Dakota (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 February 1, 2018 through January 31, 2020.

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

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

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

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

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

**PRINCIPAL**

Mega Rentals, Inc. 2-1-2018  
COMPANY NAME AFFIX SEAL DATE

By: Megan Decker  
SIGNATURE AND TITLE **Megan Decker, President**

**SURETY**

Western Surety Company 2-1-2018  
COMPANY NAME AFFIX SEAL DATE

By: Elizabeth Mosca  
SIGNATURE AND TITLE Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 12305256 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

2-1-2018  
DATE Elizabeth Mosca  
AGENT SIGNATURE

PO Box 259408  
ADDRESS

Madison, WI 53725-9408  
CITY, STATE AND ZIP CODE

608-252-9674  
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

**Judith A Walker, Patrick A Mc Kenna, Brooke L Parker, Elizabeth Mosca, David Zenobi, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of March, 2018.

WESTERN SURETY COMPANY

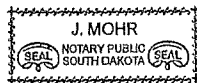


Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1 day of February, 2018.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2018 to January 31, 2020
NAME OF SURETY Western Surety Company
NAME OF CONTRACTOR Mega Rentals, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE  
**Megan Decker, President**

10/28/18  
\_\_\_\_\_  
DATE

## SECTION H: AGREEMENT

THIS AGREEMENT made this 25 day of JULY in the year Two Thousand and Eighteen between **MEGA RENTALS, INC.** 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 **JULY 24, 2018**, 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:

### E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT - 2018 CONTRACT NO. 8229

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 **THREE HUNDRED THIRTY THOUSAND ONE HUNDRED SIXTY AND 75/100 (\$330,160.75)** 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 five thousand dollars (\$5,000), 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.

**E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT -  
2018  
CONTRACT NO. 8229**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

Michael Adams 7/17/18  
Witness Date

Sammy Eggers 7/17/18  
Witness Date

**MEGA RENTALS, INC.**  
Company Name

Megan Decker 7/17/18  
President Date

Megan Decker 7/17/18  
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]  
Finance Director

[Signature]  
City Attorney

Signed this 10th day of AUGUST

20 18

[Signature]  
Witness

[Signature] 10AUG2018  
Mayor Date

[Signature]  
Witness

Maibeth Wigel-Bell 8-1-2018  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we MEGA RENTALS, INC. as principal, and Western Surety Company Company of South Dakota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of THREE HUNDRED THIRTY THOUSAND ONE HUNDRED SIXTY AND 75/100 (\$330,160.75) 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:

**E. WASHINGTON AVENUE PERMANENT PAVEMENT MARKING REPLACEMENT - 2018  
CONTRACT NO. 8229**

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 25 day of July, 2018

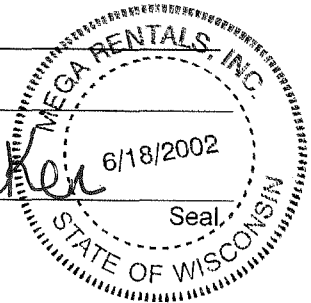
Countersigned:

Michael Adams  
Witness

MEGA RENTALS, INC.

Company Name (Principal)

Megan Decker  
President



Secretary

Approved as to form:

Patrick A. McKenna  
City Attorney

Western Surety Company  
Surety Seal

Salary Employee  Commission

By Patrick A. McKenna  
Attorney-in-Fact, Patrick A. McKenna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 650765 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 25, 2018

Date

Patrick A. McKenna  
Agent Signature

# 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

**Judith A Walker, Patrick A Mc Kenna, Brooke L Parker, Elizabeth Mosca, David Zenobi, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of March, 2018.



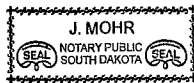
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25<sup>th</sup> day of July, 2018.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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