



Legislation Details (With Text)

File #: 61178 **Version:** 1 **Name:** Awarding Public Works Contract No. 8560, West Transfer Point Concrete Repairs.

Type: Resolution **Status:** Passed

File created: 7/1/2020 **In control:** Engineering Division

On agenda: 7/21/2020 **Final action:** 7/21/2020

Enactment date: 7/27/2020 **Enactment #:** RES-20-00508

Title: Awarding Public Works Contract No. 8560, West Transfer Point Concrete Repairs. (19th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8560.pdf, 2. 8560 Contract.pdf

Date	Ver.	Action By	Action	Result
7/21/2020	1	COMMON COUNCIL		
7/8/2020	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
7/1/2020	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for West Transfer Point Concrete Repairs at a total cost of \$72,460 including contingency. Sufficient budget authority for the proposed contract is included in the Munis account for Metro Transit Sidewalk Improvements (85131-54425-00000).

Awarding Public Works Contract No. 8560, West Transfer Point Concrete Repairs. (19th AD)
 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. 8560) for itemization of bids.

enssd
 Digitally signed by enssd
 DN: cn=enssd,
 email=sdannerrivers@cityofma
 dison.com
 Date: 2020.07.29 11:16:39
 -05'00'

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8560
WEST TRANSFER POINT CONCRETE REPAIRS

BACHMANN CONSTRUCTION COMPANY, INC.

\$67,095.00

Acct. No. 85131-54425(91051)

\$67,095.00

Contingency 8%±

5,365.00

Sub-Total

GRAND TOTAL

\$72,460.00

Jurisdiction: Wisconsin

Demographics

Company Name: Old Republic Surety Company
SBS Company Number: 54220076
Domicile Type: Domestic
NAIC Group Number: 150 - OLD REPUBLIC GRP
Merger Flag: No

NAIC CoCode: 40444
State of Domicile: Wisconsin
Organization Type: Stock

Short Name:
FEIN: 39-1395491
Country of Domicile: United States
Date of Incorporation: 12/28/1981

Address

Business Address
445 S MOORLAND RD STE 200
BROOKFIELD, WI 53005
United States

Mailing Address
PO BOX 1635
MILWAUKEE, WI 53201-1635
United States

Statutory Home Office Address
445 S MOORLAND RD STE 200
BROOKFIELD, WI 53005
United States

Main Administrative Office Address
445 S MOORLAND RD STE 200
BROOKFIELD, WI 53005
United States

Phone, Email, Website

Phone

Type	Number
Fax Phone	(262) 797-9495
Toll Free Phone	(800) 217-1792
Business Primary Phone	(262) 797-2640

Email

Type	E-mail
Email	ratesformsregsdept@orsurety.com

Website

No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Effective Date: 12/28/1981
Issue Date: 12/28/1981
Articles of Incorporation Received: No

Status Reason:
Legacy State ID: 112142
Approval Date:
Article No:

Status Date: 12/28/1981
Expiration Date:
File Date:
COA Number:

Appointments

Show 10 entries

Showing 1 to 1 of 559 entries



mosc



Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
ELIZABETH MOSCA	12305256	12305256	Intermediary (Agent) Individual	Casualty	12/30/2010	03/12/2020	03/15/2021

First Previous 1 Next Last

Line Of Business

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	12/28/1981
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	12/28/1981
Miscellaneous	Miscellaneous	12/28/1981
Surety Insurance	Surety Insurance	12/28/1981

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		ALAN PAVLIC			Other OLD REPUBLIC SURETY COMPANY 445 S MOORLAND RD STE 301 BROOKFIELD, WI United States County 53005

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Old Republic Surety Company	

\$67,095.00
ORIGINAL

BID OF BACHMANN CONSTRUCTION COMPANY, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WEST TRANSFER POINT CONCRETE REPAIRS - 2020

CONTRACT NO. 8560

PROJECT NO. 85100

MUNIS NO. 85100

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 21, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WEST TRANSFER POINT CONCRETE REPAIRS - 2020
CONTRACT NO. 8560**

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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: sms

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:	WEST TRANSFER POINT CONCRETE REPAIRS - 2020
CONTRACT NO.:	8560
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JUNE 18, 2020
BID SUBMISSION (2:00 P.M.)	JUNE 25, 2020
BID OPEN (2:30 P.M.)	JUNE 25, 2020
PUBLISHED IN WSJ	JUNE 11 & JUNE 18, 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

WEST TRANSFER POINT CONCRETE REPAIRS - 2020 CONTRACT NO. 8560

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).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, concrete pavement removal, transverse concrete joint repairs, longitudinal joint repairs, base preparation and concrete pavement located at Madison Metro's West Transfer Pont located on Tokay Boulevard.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items may increase or decrease based on what is encountered in the field.

SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, steps, utilities, pavements, and any other structures or amenities that are to remain. Any items not specifically called out for removal are to remain, and this includes locations where curb is called out on the plans to remain or require full depth sawcuts to be completed with care to avoid damage to that adjacent pavement. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees are to be removed or shall be cut without the approval of the Engineer and the City Forester; the abutting property owners

shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal.

The contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc) adjusted as necessary. The contractor shall provide a minimum of 7 days notice to utilities prior to needing the structure adjustment.

The contractor shall coordinate the work with the City of Madison Traffic Engineering Division. The Traffic Engineering Dept. 266-4761 shall be contacted prior to construction beginning on any item noted in the plans.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

At the West Transfer Point, the contractor shall maintain bus access to and from the sheltered area on at least half of the shelter area at all times. This could be to either face of the sheltered area (north and south halves) or to either end (east and west halves). Bus access around the drive lane must be maintained at all times so that buses that enter the transfer point can pick-up/drop-off passengers and get turned around to exit the transfer point. Any phasing of the work or high early strength concrete that is necessary to meet these requirements shall be considered incidental to the items of work.

The contractor shall submit a Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Measure traffic control as a lump sum. Payment for traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices.

Install type A low intensity flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Install type C low intensity steady-burn lights on all barrels used in tapers as shown on the traffic control plan.

Maintain emergency vehicle access at all times.

Maintain sidewalk access at all times, except under direction of the Construction Engineer. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36.

Construction equipment or materials shall not be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits.

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

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

SECTION 109.2 PROSECUTION OF WORK

The Contractor may begin work on or before **August 17, 2020**. All work under this contract shall be completed by **September 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 be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

BID ITEM 20321 – REMOVE CONCRETE PAVEMENT

Removal of concrete items include all saw cuts necessary to remove the concrete items to directed limits or as necessary to meet the requirements of the traffic control plans and specifications. This includes locations where only portions of concrete pavement slabs are being removed and replaced as opposed to the full slab.

There are several locations on the north side of the West Transfer Point where the contractor will find monolithic concrete pavement and curb. The contractor shall sawcut concrete pavement full depth four feet (4') from the face of curb to remove the damaged concrete pavement and the curb shall remain. In areas where the concrete pavement is to be removed and replaced, remove the existing concrete pavement while leaving the existing base material in place. Any base that is removed by the Contractor shall be replaced, at their cost, and re-graded to install the pavement at the appropriate depth. Remove concrete pavement will only be paid for locations of full-slab pavement replacement or as described above.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control inspector or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Any required sweeping shall be considered incidental to this work and no additional compensation will be made.

BID ITEM 40402 – 9 INCH CONCRETE PAVEMENT

DESCRIPTION

All work under this bid item shall be per Parts III & IV of the Standard Specifications, except as follows. All dowel and tie bars shall be considered incidental to this bid item, including tie bars to existing pavement or curb.

This item shall also be used in locations where only portions of concrete pavement slabs will be replaced.

Any high-early strength concrete necessary to meet the access requirements shall be considered incidental to this item.

When concrete pavement is to be reinstalled on existing aggregate base, grade and re-compact the base material prior to installation of concrete pavement. Preparing the base material shall be considered incidental to this item.

Article 301 Concrete and Concrete Structures

301.1 General

All concrete shall be Air-Entrained, and content shall conform to:

Slip-formed concrete 7.0% +/- 1.5%

All other concrete 6.0% +/- 1.5%

Maintain a uniform consistency in consecutive batches of concrete. Use the following slumps for the technique used in horizontal pours (sidewalks, slabs curb & gutter, etc):

Slip-Formed – 2.5 inches or less

Not Slip-Formed – 4 inches or less

Course Aggregates

This special provision describes specialized material requirements for aggregates used in Concrete Pavements. Conform to Sections 415 and 501 of the WisDOT standard specifications except as modified in this special provision.

Replace 501.2.5.4.1 of the WisDOT standard specifications with the following:

501.2.5.4.1 General

(1) Provide coarse aggregates from a department-approved source as specified under 106.3.4.2.

(2) Use clean, hard, durable crushed gravel or crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.

(3) Use virgin aggregates only.

Replace the first paragraph of 501.2.5.4.2 with the following:

(1) The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale.....	1.0
Coal.....	1.0
Clay lumps.....	0.3
Soft fragments.....	5.0
Any combination of above.....	5.0
Thin or elongated pieces based on a 3:1 ratio.....	15.0
Materials passing the No. 200 sieve.....	1.5
Chert ^[1]	2.0

^[1]Material classified lithologically as chert and having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of chert by dividing the weight of chert in the sample retained on a 3/8-inch sieve by the weight of the total sample.

Replace the first paragraph of 501.2.5.4.3 with the following:

- (1) The percent wear shall not exceed 40, the weighted soundness loss shall not exceed 9 percent, and the weighted freeze-thaw average loss shall not exceed 12 percent.

301.2 Concrete Tests

In addition to Standard Specification Section 301.2, conform to WisDOT standard specification sections 701, 710 & 715 for QMP Concrete Pavement and Structures modified as follows:

Remove Section 715.3.2 and all sub sections of 715.3.2.

Remove Section 715.4

Replace 715.5 Payment and all subsections of 715.5 with the following:

Costs for sampling, testing and documentation under part 7 are all incidental to the work. If the contractor fails to perform work required under the contract QMP provisions, the City may reduce the contractor's pay. The City will administer pay reductions under the Non-performance of QMP administrative item.

Replace 415.3.10 of the WisDOT standard specifications with the following:

415.3.10 Surface Testing and Correction

Test the pavement surface at engineer-selected locations with a 10-foot straightedge or other engineer specified device. The engineer may direct the contractor to remove and replace areas with deviations greater than 1/4 inch in 10 feet. Areas directed to be removed and replaced shall be full-slab replacements (from existing joint to existing joint).

PAYMENT

9 INCH CONCRETE PAVENEMT provided in accordance with the Special Provisions provided herein will be paid for at the contract unit price bid per square yard, which price shall be payment in full for, for furnishing and installing all bond breakers, contraction joints and/or dowel bars, tie bars and L-bars as required in the standard detail drawings specified within; for furnishing, placing, finishing and curing the concrete; and for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

BID ITEM 90001-CONCRETE WASTE MANAGEMENT

GENERAL

This work consists of containment, collection, storage and proper disposal of concrete wastes generated by saw cutting or grinding of existing concrete pavements or waste run-off generated during construction of new concrete pavements, particularly exposed aggregate surfaces. Concrete wastes typically are strongly alkaline and may contain other contaminants that can harm plants and are particularly harmful if allowed to enter streams, lakes wetlands or other water bodies through the storm sewer system.

Contractor is alerted that there are local, state and federal regulations governing the handling and disposal of hazardous materials and this Special Provision in no way relieves the Contractor of any responsibility to comply with such regulations. The intent is to provide more specific guidelines for management of concrete wastes on this project and provide a basis of payment for work associated with specific management measures properly implemented.

MATERIALS

Contractor may choose appropriate materials to suit his methods of management of wastes with the following minimum requirements. Pre-fabricated washout containers shall be in sound condition and

watertight. Site fabricated containment structures shall be constructed below grade if feasible. If constructed above grade they shall be of sturdy materials and designed to provide a minimum of 6 inches of freeboard based on the volume of liquid wastes to be generated between clean-outs. Structure shall be lined with a waterproof plastic sheeting of minimum 10-mil thickness that has no holes or tears. Above grade structures shall have a double layer lining.

Inlet liners used to convert an existing storm inlet into a containment structure shall be shop fabricated and shall consist of a heavy-duty waterproof lining fitted to the inside of a commercially manufactured geotextile sediment trap. The completed inlet containment structure shall be sound and watertight to prevent any leaching into the storm sewer system, and shall be approved by the Engineer prior to accepting any concrete wastewater. NOTE: a geotextile sediment trap by itself is not acceptable as the leachate continues to be highly alkaline and contain dissolved contaminants.

CONSTRUCTION METHODS

If conditions are such that debris and slurry from sawcutting and grinding operations will remain on pavements and not run off into gutters, they may be allowed to dry in place and be cleaned from pavement by sweeping or vacuum equipment. Such wastes shall not be allowed to remain on pavements beyond the end of a day's work.

Slurries from cutting or grinding or wash water from exposed aggregate construction may be directed to exposed (unpaved) areas of the grade provided: 1) such areas are below the surface drainage grade and will not run off into watercourses, gutters, inlets or storm sewers; 2) such areas are planned for pavement or other uses, such that residue following evaporation / percolation will not adversely impact vegetation; 3) disposal area is approved by the Engineer prior to use.

If it is not practical to direct slurry to an appropriate unpaved disposal area it may be directed to a street gutter provided sand bags or other devices are used to contain the slurry on the pavement and prevent its entry into storm sewer inlets. Contractor shall remove such slurry or residue from the pavement prior to the end of each workday by vacuum systems or other methods. Slurry may be pumped to an approved containment structure for on-site storage.

On-site containment structures shall be emptied on a periodic basis, such that they do not exceed their design capacity, including required freeboard. Contractor shall remove contaminated liquids from the site, using trucks fitted with watertight gaskets to prevent leakage, or other similar methods. Wastes shall be properly disposed of off site, in accordance with applicable laws and regulations.

If it is not practical to construct or direct slurry to an above-grade containment structure, the Contractor may utilize a storm inlet for containment under the following conditions:

- There is no significant chance of precipitation, flows from upstream pipe connections or other reasons requiring the inlet to function for storm water drainage during the period it is to be used for containment
- The Construction Engineer provides prior written approval for each inlet proposed
- Contractor fabricates and properly installs a waterproof liner for each inlet used, in accordance with the requirements herein
- Contractor maintains inlet liners in good condition and periodically empties such structures and disposes of wastes as provided for on-site containment structures
- Contractor completely removes liner and all wastes and restores inlet to its prior functioning condition after its use.

MEASUREMENT AND PAYMENT

Work under this Section will be measured as a single, complete unit of work, for all measures and devices used to contain and dispose of concrete wastes throughout the duration of the project, acceptably installed, maintained and removed.

This work, measured as provided, will be paid for under ITEM 90001 CONCRETE WASTE MANAGEMENT per Lump Sum, which payment shall be considered full compensation for designing, furnishing installing, maintaining and removing any on-site containment structures, cleaning slurry or residue from pavements by vacuum or other methods, removal from site and proper disposal of all wastes, and all incidental labor, equipment, tools

BID ITEM 90002 – 9” CONCRETE PAVEMENT TRANSVERSE REPAIR
BID ITEM 90003 – 9” CONCRETE PAVEMENT LONGITUDINAL JOINT REPAIR

CONCRETE PAVEMENT REMOVAL

The approximate sizes of the areas to be removed and replaced are shown on the plan but are typically 5'x12.5' for each lane of the transverse repairs, and the longitudinal repairs are typically 3' in width. All pavement replacement shall be verified by the Engineer in the field, prior to removal. Full depth sawcuts shall be made with a diamond blade. The longitudinal sides of the patch shall also be sawed. The sludge from sawing shall be removed from the pavement upon completion of each sawcut by flushing with water. Concrete waste shall be managed per Bid Item 90001.

A lifting device shall accomplish removal of the concrete pavement sections. The use of said device is intended to preclude any disturbance of the underlying base course and reduce spalling of the edges of the concrete pavement remaining in place. Other methods of removing the pavement, which will not disturb the base course or adjacent edges, may be used only if approved by the Engineer.

Concrete pavement that is damaged during the course of removal, hole drilling or replacement, shall be repaired by removing the damaged area prior to pouring. A full depth sawcut will be required. Repair of damaged concrete pavement shall be considered incidental to that item of work, and no separate compensation shall be made.

After the removal of the existing pavement as marked, it may be necessary to extend the limits of the repair. The Engineer shall determine the amount of the additional removal. The additional area of pavement shall be measured and paid for as BID ITEM 40402- 9 INCH CONCRETE PAVEMENT.

The Contractor will be responsible to add/remove crushed stone to the existing base course with minimal disturbance of the exiting base to pour back a new concrete pavement thickness of nine (9) inches for the entire project. The Contractor shall anticipate some base course work will be required. All base work shall be considered incidental to this item.

The curb on the inside of lane of the pavement (shelter side) is poured integral with the pavement. Transverse pavement repairs on the inside lane will require saw cuts four feet from the face of curb so the curb can remain in place. If replacement of the integral curb is required, it shall be considered incidental to that item of work.

PLACEMENT OF CONCRETE

The concrete shall be placed on the same day that the old pavement is removed. Open sections of pavement shall not be left open at the end of the day's work, unless approved by the Engineer.

When pavement sections are designated for removal and replacement on adjacent lanes an approved bond breaker shall be installed.

When placing concrete pavement, #4 L-Bars shall be installed whenever possible, or required by the Engineer. The cost of said L-Bars shall be included in the particular item of work, and no separate compensation shall be made.

All L-Bars, dowel bars and tie bars shall be epoxy coated.

When replacing concrete pavement adjacent to curb and gutter that is to remain the Contractor shall install #6 tie bars to tie existing curb and gutter in with the new concrete pavement, which are included with these bid items.

All transverse joints in the replaced sections of concrete pavement shall be doweled and tied in accordance with the SDD 3.10 and 3.11. When removing large sections of pavement, a new contraction joint may be required.

All longitudinal joint replacement shall be tied to the adjacent pavement in accordance with SDD 3.10 and 3.11 and the standard specifications.

It is anticipated that all joint patterns will be replaced as shown on the existing pavement plan provided within.

The concrete design mix shall be such that the concrete achieves a strength of at least 3000 psi in seventy-two (72) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete. If necessary at certain locations to meet the requirements of the traffic control specification, the design mix may be modified such that the concrete achieves a strength of at least 3000 psi in twenty-four (24) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete. No additional compensation will be made for the high early strength requirements set forth in the specifications.

The opening of concrete pavement repair to traffic shall be controlled by cylinder tests.

The strike-off and consolidation shall conform to Section 415.3.11 of the State of Wisconsin Standard Specifications for Road and Bridge Construction.

The concrete shall be consolidated in place by use of an immersion type vibrator or vibratory screed. The screed or template used for the surface strike-off shall be of an approved design, constructed of metal, or with a metal edge, and sufficiently rigid to retain its shape.

The transverse edges of the finished concrete pavement repair shall be flush with the edges of the existing concrete pavement. The longitudinal surface shall form a straight line from edge to edge within a tolerance of +1/8 inch. A straight edge shall be used to check each pavement area during the final finishing state of the pavement pour. Concrete pavement repairs not meeting the 1/8" tolerance/allowance shall be corrected. If the concrete has hardened it shall be removed and replaced.

The adjacent curb and pavement may not be used as form, due to the faulting of the existing pavement and curb. The surface of the patch shall not vary more than 1/8 inch in a distance of 10 feet when a 10-foot-long straightedge is placed on the surface at any angle. Sags or depressions in the surface of the patch area that exceed the 1/8-inch tolerance shall be repaired at the expense of the Contractor. Upward deviations in the hardened patch surface shall be ground down, at the expense of the Contractor, by approved machinery as directed by the Engineer. **THIS WILL BE STRICTLY ENFORCED**

The final surface of the pavement shall have a burlap drag or broom finish in the same direction as the adjacent concrete pavement.

The Contractor shall reseed any terraces or medians damaged or disturbed during construction. This item shall be considered incidental to the item of work involved.

MEASUREMENT

9" Concrete Pavement Transverse Repair and 9" Concrete Pavement Longitudinal Joint Repair shall be measured by the Square Yard acceptably completed.

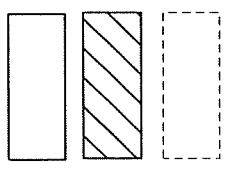
PAYMENT

9" Concrete Pavement Transverse Repair and 9" Concrete Pavement Longitudinal Joint Repair measured as provided above, will be paid for at the contract unit price, which price shall be payment in full for full-depth sawcutting; removal and disposal of the existing pavement; for furnishing, placing, finishing and curing the concrete; for furnishing and installing the 1 1/4" epoxy coated dowel bars, and tie bars where required; for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

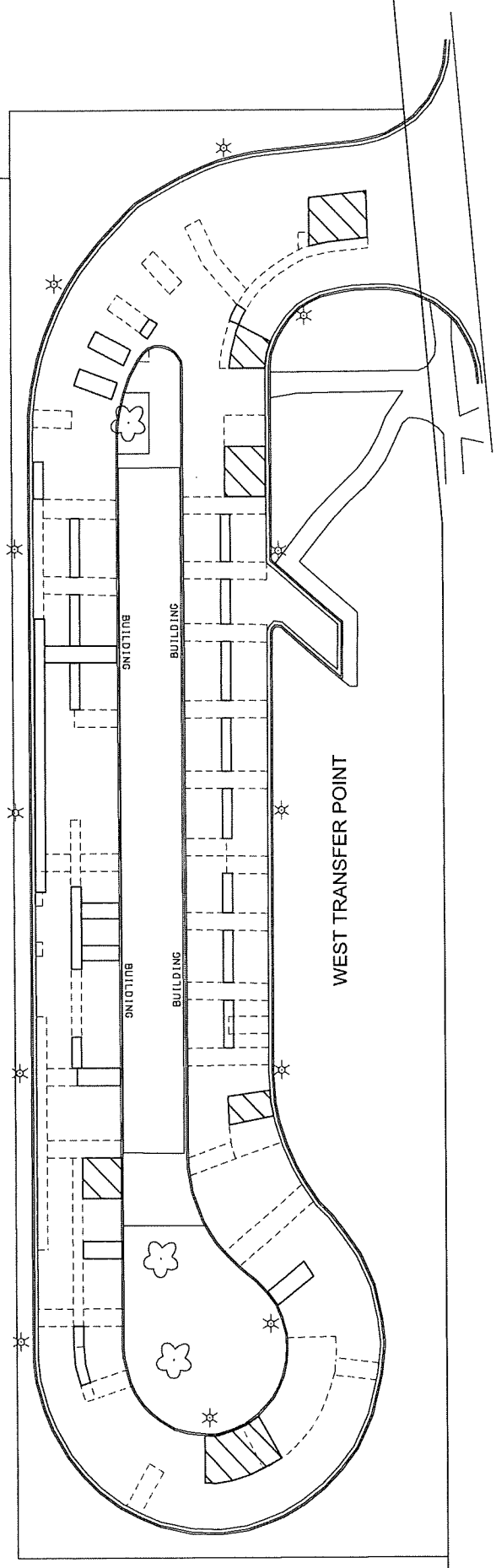


SCALE: 1"=30'

- APPROXIMATE LOCATIONS OF CONCRETE JOINT REPAIRS 2020
- APPROXIMATE LOCATIONS OF 9" CONCRETE PAVEMENT & PAVEMENT REMOVAL
- APPROXIMATE LOCATIONS OF 2017 CONCRETE REPAIRS



NOTE: LIMITS OF PAVEMENT REPLACEMENT ARE APPROXIMATE. FINAL LOCATIONS TO BE MARKED IN FIELD BY ENGINEER.



TOKAY BLVD

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE - West Transfer Plant Concrete Repairs 2020
CONTRACT NO. 8560

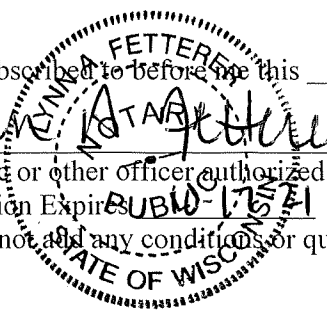
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

- 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. — 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)
- 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.
- 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.
- 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).
- I hereby certify that all statements herein are made on behalf of Bachmann Construction (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of 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.

Naomi Kroth - VP
SIGNATURE
Naomi Kroth - Vice President
TITLE, IF ANY

Sworn and subscribed to before me this 25 day of June, 2020.

Yvonne A. Fetterer
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 8/17/21
Bidders shall not add any conditions or qualifying statements to this Proposal.



SECTION F: BEST VALUE CONTRACTING

CONTRACT NO. 8560 - West Transfer Point Concrete Repairs - 2020

Best Value Contracting

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

None

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

Section B: Proposal Page
 8560- West Transfer Point Concrete Repairs- 2020
 Bachmann Construction- June 25, 2020

			Unit Price	Total Price
10701	TRAFFIC CONTROL	1 LUMP SUM	\$6,600.00	\$6,600.00
10911	MOBILIZATION	1 LUMP SUM	\$6,840.00	\$6,840.00
20321	REMOVE CONCRETE PAVEMENT	105 S.Y.	\$59.00	\$6,195.00
40402	9 INCH CONCRETE PAVEMENT	105 S.Y.	\$110.00	\$11,550.00
90001	CONCRETE WASTE MANAGEMENT	1 LUMP SUM	\$8,489.00	\$8,489.00
90002	9" CONCRETE PAVEMENT TRANSVERSE JOINT REPAIR	62 S.Y.	\$168.00	\$10,416.00
90003	9" CONCRETE PAVEMENT LONGITUDINAL JOINT REPAIR	95 S.Y.	\$179.00	\$17,005.00

GRAND TOTAL	\$67,095.00
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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
www.cityofmadison.com/engineering

Deputy City Engineer
Gregory T. Fries, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahmeyer, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Bachmann Construction Company, Inc.

(a corporation of the State of Wisconsin
(individual), (partnership), (hereinafter referred to as the "Principal") and
Old Republic Surety Company

a corporation of the State of Wisconsin (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, 2020 through January 31, 2022.

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

Bachmann Construction Company, Inc. NONE December 20, 2019
COMPANY NAME AFFIX SEAL DATE

By: [Signature] President/CEO
SIGNATURE AND TITLE

SURETY

Old Republic Surety Company December 20, 2019
COMPANY NAME AFFIX SEAL DATE

By: [Signature]
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 2020 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 20, 2019
DATE

[Signature]
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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JUDITH A. WALKER, PATRICK A. MCKENNA, BROOKE L. PARKER, ELIZABETH MOSCA, DAVID ZENOBI, OF MADISON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9TH day of DECEMBER, 2019.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 9TH day of DECEMBER, 2019, personally came before me, Alan Pavlic and Karen J. Haffner to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-3933



Signed and sealed at the City of Brookfield, WI this 20 day of December 2019

Karen J. Haffner

Assistant Secretary

HAUSMANN-JOHNSON INSURANCE INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

- ORIGINAL - BID -

West Transfer Point

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD-VALID (FROM/TO) February 1, 2020 through January 31, 2022
NAME OF SURETY Old Republic Surety Company
NAME OF CONTRACTOR Bachmann Construction Company, 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

6/25/2020

DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 22nd day of July in the year Two Thousand and Twenty between **BACHMANN CONSTRUCTION COMPANY, 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 21, 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:

WEST TRANSFER POINT CONCRETE REPAIRS - 2020 CONTRACT NO. 8560

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 **SIXTY-SEVEN THOUSAND NINETY-FIVE AND NO/100 (\$67,095.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**WEST TRANSFER POINT CONCRETE REPAIRS - 2020
CONTRACT NO. 8560**

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:

Gymna Jucker 7/22/20
Witness Date
Dawn Rauh 7/22/20
Witness Date

BACHMANN CONSTRUCTION COMPANY, INC.

[Signature]
Company Name
[Signature] 7/22/20
President Date
Sheryl Mowland 7/22/20
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] 08/03/2020
Finance Director Date
Karen King 8/4/20
Witness Date
Sheryl Mowland 7/29/20
Witness Date

Michael Hayes 8/4/20
City Attorney Date
[Signature] 8/4/2020
Mayor Date
Maibeth Witzel-Behl 7-29-2020
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **BACHMANN CONSTRUCTION COMPANY, INC.** as principal, and Old Republic Surety Company Company of Wisconsin as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **SIXTY-SEVEN THOUSAND NINETY-FIVE AND NO/100 (\$67,095.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**WEST TRANSFER POINT CONCRETE REPAIRS - 2020
CONTRACT NO. 8560**

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 22 day of July, 2020

Countersigned:

[Signature]

Witness

[Signature]

Secretary

BACHMANN CONSTRUCTION COMPANY, INC.

Company Name (Principal)

[Signature]

President

Seal none

Approved as to form:

[Signature]

City Attorney

Old Republic Surety Company

Surety

Seal

Salary Employee

Commission

By [Signature]

Attorney-in-Fact Elizabeth Mosca

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 12305256 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.

July 22, 2020
Date

[Signature]
Agent Signature



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Judith A. Walker, Patrick A. McKenna, Brooke L. Parker, Elizabeth Mosca, David Zenobi of Madison, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of March, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24 3933



Signed and sealed at the City of Brookfield, WI this 22 day of July, 2020.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)