

\$397,500.00  
ORIGINAL

BID OF TMI COATINGS, INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BRIDGE REPAIRS 2022/2023 - PAINTING ALICIA ASHMAN PEDESTRIAN BRIDGE

CONTRACT NO. 8727

PROJECT NO. 13716

MUNIS NO. 13716

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 18, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

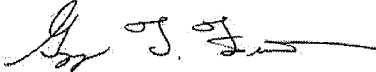
**BRIDGE REPAIRS 2022/2023 - PAINTING ALICIA ASHMAN PEDESTRIAN BRIDGE  
CONTRACT NO. 8727**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS.....A-1  
SECTION B: PROPOSAL SECTION ..... B-1  
SECTION C: SMALL BUSINESS ENTERPRISE..... C-1  
SECTION D: SPECIAL PROVISIONS ..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT.....E-1  
SECTION F: BEST VALUE CONTRACTING ..... F-1  
SECTION G: BID BOND..... G-1  
SECTION H: AGREEMENT..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

This Proposal, and Agreement have  
been prepared by:

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

  
\_\_\_\_\_ on behalf of  
James M. Wolfe, P.E., City Engineer

JMW: 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:	BRIDGE REPAIRS 2022/2023 - PAINTING ALICIA ASHMAN PEDESTRIAN BRIDGE
CONTRACT NO.:	8727
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	3/2/2023
BID SUBMISSION (2:00 P.M.)	3/9/2023
BID OPEN (2:30 P.M.)	3/9/2023
PUBLISHED IN WSJ	2/23/2023 & 3/2/2023

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, [tlomax@cityofmadison.com](mailto:tlomax@cityofmadison.com).

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

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express ([www.bidexpress.com](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 (City of Madison form) equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1  Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2  Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3  Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4  Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5  Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: [www.dhs.wisconsin.gov/Asbestos/Cert](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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### BRIDGE REPAIRS 2022/2023 - PAINTING ALICIA ASHMAN PEDESTRIAN BRIDGE CONTRACT NO. 8727

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **SECTION 104: SCOPE OF WORK**

This project consists of repainting the Alicia Ashman pedestrian bridge over Campus Drive and Wisconsin and Southern Railroad. The work includes surface preparation and repainting of all exposed surfaces of carbon steel items on the bridge and approach ramps, including but not limited, to the steel arches, beams, columns, hanger assemblies, bridge deck stringers, approach ramp stringers, stair stringers, connection areas, base plates and anchor bolts, expansion joint assemblies, railing, and wire mesh infill panels.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

#### **SECTION 105.12: COOPERATION BY CONTRACTOR**

The Contractor shall provide all means necessary to protect vehicles passing beneath or by the bridge from dust and debris created by surface preparation of surfaces to be painted, from paint overspray or paint splatter from brush or roller application, and from any other effects of construction activities. Planned method of protection shall be presented to the Engineer at the preconstruction conference.

The Contractor shall maintain throughout the duration of construction a minimum vertical clearance of 16 feet 3 inches between the top of pavement on all lanes of Campus Drive and the bottom of scaffolding and tarps or debris containment structures. The Contractor shall maintain a minimum vertical clearance of 21 feet 0 inch over the railroad from the top of rail, unless provided written approval through the temporary authorization permit.

A pre-construction conference will be required prior to the start of construction. Before starting the work at the project site, a conference will be held to review schedules, to establish procedures for handling shop drawings, other submissions, and for processing Applications for Payment, to review list of proposed subcontractors, to establish a working understanding between the parties as to the project, and to discuss project details. Present at the conference will be representatives of the City of Madison, Wisconsin (City), Strand Associates, Inc., Wisconsin and Southern Railroad, UW Madison, and the Contractor.

All work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work to secure the site shall be considered incidental to Mobilization and no additional compensation shall be provided.

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No

trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester.

The Contractor shall restore any and all areas damaged as a result of construction operations, including but not limited to, the bridge structures, pavements, guard rails, curb and gutter, landscape plantings and lawn areas. Damaged items shall be restored to their condition prior to construction. Cost of restoration shall be incidental to the Contract and shall be at no cost to the City.

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The City has street construction work planned on Campus Drive as part of the Bus Rapid Transit project in 2023. All the work for Bus Rapid Transit is on the eastbound lanes Of Campus Drive. Please contact Mike Cechvala, at 608-261-9283 or mcechvala@cityofmadison.com to coordinate the bridge painting and traffic control phasing at this location.

## **SECTION 107.7            MAINTENANCE OF TRAFFIC**

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

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Tom Mohr, Traffic Engineering Division, 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 successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a Traffic Control Plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

Traffic Control shall be measured 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, including static message boards, electronic flashing arrow boards, and for providing, placing, and maintaining the work zone. Maintaining shall include replacing damaged or stolen traffic control devices. The Contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The Contractor may use drums as a channelizing device to separate traffic from work zone. Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. The Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

The Contractor is responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The Traffic Control Plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall 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.

The Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all closures. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

### **STATIC MESSAGE BOARDS**

The Contractor shall install two static message boards (one at each end of the bridge) that are a minimum of 48 inches by 48 inches and shall read:

**ALICIA ASHMAN PEDESTRIAN BRIDGE CLOSED (DATE TO DATE)  
FOR PAINTING  
DO NOT ENTER**

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, (608) 266-4681, one working day prior to placement of the plates.

**ALICIA ASHMAN BRIDGE CLOSURE**

The Contractor is required to close the bridge at both ends using chain link fencing or another approved method. Notify the University of Wisconsin, Robert Kennedy, [rob.kennedy@wisc.edu](mailto:rob.kennedy@wisc.edu), seven days prior to closure.

**CAMPUS DRIVE LANE CLOSURES**

Campus Drive may be reduced to one lane of traffic in each direction during off-peak traffic hours. Peak traffic hours are defined as weekdays (Monday – Friday), 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m. Two traffic lanes in each direction shall be open during peak traffic hours. Electronic flashing arrow boards are required for the lane closures.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villarreal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

**NOTIFICATION WHEN CLOSING STREET**

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

**OPENING OF SECTION OF STREET TO TRAFFIC**

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction Engineer, that permanent signing is in place and temporary traffic control may be removed.

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

**SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY**

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Stacey Hurda of the Wisconsin & Southern Railroad (WSOR), at (608) 620-2054. Notice must be given to Stacey Hurda at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track or twenty-three feet (23') vertically, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') and/or twenty-three feet (23') vertical of the railroad tracks, the Contractor shall provide to WSOR the attached flagging form pre filled with at least 72 hours prior to work starting on the Railroad right of way.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

The Alicia Ashman Pedestrian Bridge crosses over two sets of railroad tracks owned by the State of Wisconsin and operated by Wisconsin and Southern Railroad Company. The Contractor shall contact Todd Mulrooney, Superintendent of Engineering at Wisconsin and Southern Railroad, 1890 East Johnson Street, Madison, WI 53704, (608) 620-2045, [tmulrooney@watco.com](mailto:tmulrooney@watco.com), for consultation on railroad requirements during construction.

Wisconsin and Southern Railroad indicates that the tracks are in operation 24 hours a day, 7 days a week, and that average volume is two to four trains per day that pass beneath the bridge.

The Contractor shall fill out and submit "WisDOT Temporary Authorization Permit (non-utility) for work on WisDOT RR ROW" to Todd Wojciuk, [todd.wojciuk@dot.wi.gov](mailto:todd.wojciuk@dot.wi.gov), at WisDOT prior to starting work on the project. The permit application is attached to these bid documents.

**BID ITEM 10790 - RAILROAD INSURANCE**

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

**SECTION 108.2: PERMITS**

The Contractor is required to obtain a "WisDOT Temporary Authorization Permit (non-utility) for work on WisDOT RR ROW" for work within the railroad right-of-way. See Article 107.12 for additional information.

## **SECTION 109.2: PROSECUTION OF THE WORK**

The contractor shall begin work on or after **May 15, 2023**. The date of completion shall be on or before **August 1, 2023**. Once the Contractor begins work on the Bridge, the total time for completion of this contract is **THIRTY (30) CALENDAR DAYS**.

## **SECTION 109.14: MOBILIZATION**

There are limited areas for staging of equipment and materials at the Alicia Ashman pedestrian bridge site. Materials and equipment may be stored in approved areas adjacent to the bridge as well as on the bridge and approach ramps to an extent that will not overload the bridge. Coordinate staging areas adjacent to the bridge with Robert Kennedy at the University of Wisconsin, rob.kennedy@wisc.edu, at least seven days prior to staging. Copy Steve Sonntag at the City of Madison, ssonntag@cityofmadison.com, on all correspondence. All costs associated with equipment staging are the responsibility of the Contractor and shall be included with the Mobilization bid item.

## **STRUCTURE REPAINTING GENERAL**

### **DESCRIPTION**

#### **Paint and Painting**

All paint and painting shall be in accordance with Sections 517.1 and 517.2 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2022 Edition, unless specified otherwise within these specifications.

#### **Inspection**

On all structures in this contract, notify the engineer of any missing or broken bolts or nuts, any missing or broken rivets, or of any cracks or flaws in the steel members while cleaning or painting.

#### **Graffiti Removal**

Remove any graffiti on concrete abutments, piers, pier caps, parapet railings, slope paving or any other location at the direction of the engineer. Use a brush sandblast to remove graffiti.

The above work will not be measured and paid for separately but will be considered incidental to other items in the contract.

### **CONSTRUCTION METHODS**

#### **Paint and Painting**

All paint and painting shall be in accordance with Section 517.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2022 Edition, unless specified otherwise within these specifications.

#### **Repainting Methods**

Do not perform blasting, cleaning and painting on days of high winds. Prevailing winds in excess of 15 mph (25 km/hr) shall be considered high winds.

Place the final field coat of paint on the exterior of the exterior beams as a continuous painting operation. Stop at splices, vertical stiffeners or other appropriate locations so that lap marks are not evident or noticeable.

Completely clean and remove spent abrasive and other waste materials resulting from the contractor's operation from bridge deck surfaces, gutter lines, drains, curbs, bridge seats, pier caps, slope paving, roadway below, and all structural members and assemblies.

### **INSPECTION**



The Engineer may inspect, at any time, all materials and all parts of the work. Allow the Engineer safe access to all parts of the work. Furnish the information and assistance needed to make a complete inspection.

Furnish, erect and move scaffolding and other equipment to allow the inspector to closely observe all affected surfaces. The scaffolding, with appropriate safety devices, shall meet the approval of the engineer.

## **BID ITEM 90001 — STRUCTURE OVERCOATING CLEANING AND PRIMING**

### **DESCRIPTION**

This bid item describes cleaning and surface preparation and painting of all exposed surfaces of carbon steel items on the bridge and approach ramps, including but not limited to, the steel arches, beams, columns, hangar assemblies, bridge deck stringers, approach ramp stringers, stair stringers, connection areas, base plates and anchor bolts, expansion joint assemblies, railing, and wire mesh infill panels according to the manufacturer's recommendations as modified in this special provision.

A complete set of original design drawings for the bridge dated 1976 are included with these bid documents for reference. Bidders shall familiarize themselves with these drawings and visit the site to view the scope of work and site conditions prior to bidding.

### **MATERIALS**

Furnish a three-coat epoxy paint system from the Wisconsin Department of Transportation's approved product list for Structure Overcoating Cleaning and Priming. Approved product list is available at the following website:

<https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

### **CONSTRUCTION METHODS**

#### **Surface Preparation**

Before overcoating, remove all loosely bonded coating film using hand or power tools. Coating film is determined to be loosely bonded if it is blistered from the substrate, there is a void behind the film, there is a raised edge, or the film can be removed using a dull putty knife. Solvent clean to remove rust, stains, oils, grease, dirt and loose particulate from residual well-adhered coating film. Abrade all coating film to reduce sheen and impart surface profile. Prepare exposed steel as per Steel Structures Painting Council Specification (SSPC-SP) 15 Commercial Grade Power Tool Cleaning. Apply primer coat to bare metal within eight hours of surface preparation.

Remove all abrasive or paint residue from steel surfaces with a High Efficiency Particulate Abatement vacuum cleaner (HEPA-VAC) equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, vacuum the exposed top surfaces of all structural steel, including flanges, longitudinal stiffeners, splices, plates, and hangers, after the double blowing operations are completed. The air line used for blowing the steel clean shall have an inline water trap and the air shall be free of oil and water as it leaves the air line.

Take care to protect freshly coated surfaces from subsequent cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool. Clean and re-prime the brushed surfaces within the time recommended by the manufacturer.

#### **Painting**

Paint by applying three coats of an approved coating system as specified herein to all exposed surfaces of the carbon steel items on the bridge described in Section A of this special provision.

#### **Coating Application**

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excessive paint. Apply coating according to the manufacturer's recommendations.

Before applying the prime coat, coat with primer all edges, rivet and bolt heads, nuts and washers by using either a brush, roller, or spray application.

Dry Film Thickness per coat shall be a minimum of 3 mil. The dry film thickness shall be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2.

During surface preparation and coating application, the ambient and steel temperature shall be between 39°F and 100°F. The steel temperature shall be at least 5°F above the dew point temperature, and the relative humidity shall not exceed 85%.

#### **METHOD OF MEASUREMENT**

The City will measure Structure Overcoating Cleaning and Priming as a single unit completed in place and accepted.

#### **BASIS OF PAYMENT**

The City will pay for Structure Overcoating Cleaning and Priming at the lump sum bid price. Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the paint; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

### **BID ITEM 90002 — CONTAINMENT, COLLECTION, AND DISPOSAL OF WASTE MATERIALS**

#### **DESCRIPTION**

This special provision describes furnishing and erecting tarpaulins to contain, collect and store the spent material from surface preparation of steel surfaces, collecting such spent material and storing the spent material in waste containers, and proper disposal of waste materials.

#### **MATERIALS**

Provide lidded plastic containers for containing the spent material.

#### **CONSTRUCTION METHODS**

Erect tarpaulins or other materials to collect all of the spent material from power tool cleaning. Consider and treat all spent material as hazardous waste because it contains lead.

Collect the spent debris by vacuuming, shoveling, sweeping, or by channeling it directly to disposal containers. The enclosure shall be thoroughly cleaned at the end of each work day.

Collect, store, and dispose all waste material collected by this operation. Collect and store all waste materials at the end of each workday or more often if needed. Store materials in lidded plastic containers and dispose of properly in accordance with all local, state and federal regulations.

#### **METHOD OF MEASUREMENT**

The City will measure Containment, Collection, and Disposal of Waste Materials as a single unit, acceptably completed.

#### **BASIS OF PAYMENT**

The City will pay for Containment, Collection, and Disposal of Waste Materials at the lump sum bid price. Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices; collecting and storing spent materials in appropriate containers; and for disposal.

## **BID ITEM 90003 — PORTABLE DECONTAMINATION FACILITY**

### **DESCRIPTION**

This special provision describes furnishing and maintaining weekly, or more often if needed, a single unit portable decontamination facility.

### **MATERIALS**

Supply and operate all equipment in accordance with OSHA.

The portable decontamination facility shall consist of a separate "Dirty Room," "Shower Room," and "Clean Room." The facility shall be constructed so as to permit use by either sex. The facility shall have adequate ventilation.

The "Dirty Room" shall have appropriately marked containers for disposable garments, clothing that requires laundering, worker shoes, and any other related equipment. Each container shall be lined with poly bags for transporting clothing, or for disposal. Benches shall be provided for personnel.

The "Shower Room" shall include self-contained individual showering stalls that are stable and well secured to the facility. Provide showers with a continuous supply of potable hot and cold water. The wastewater must be retained for filtration, treatment, and/or for proper disposal.

The "Clean Room" shall be equipped with secure storage facilities for street clothes and separate storage facilities for protective clothing. The lockers shall be sized to store clothing, valuables and other personal belongings for each worker. Benches shall be provided for personnel.

Supply a separate hand wash facility, either attached to the decontamination facility or outside the containment.

### **CONSTRUCTION**

Properly contain, store, and dispose of the wastewater.

### **METHOD OF MEASUREMENT**

The City will measure Portable Decontamination Facility by each individual unit, acceptably completed.

### **BASIS OF PAYMENT**

The City will pay for Portable Decontamination Facility at the lump sum bid price. Payment is full compensation for furnishing and maintaining a portable decontamination facility and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

## **BID ITEM 90004 — STEEL RAILING POST REPAIRS**

### **DESCRIPTION**

This special provision describes repairing damaged steel railing post bases along the north approach of the Alicia Ashman Pedestrian Bridge. Repairs include concrete surface repairs, replacement of damaged post sections, addition of base plate, and surface mounting to existing concrete using adhesive anchors.

### **MATERIALS**

Concrete surface repair material shall be one component, early strength gaining, cementitious patching material, MasterEmaco T415 by Master Builders Solutions, or equal.

Steel plate shall conform to ASTM A709 Grade 36. Steel pipe used for posts shall conform to ASTM A53, Grade B.

Welding materials shall be E70XX electrodes and conform to AWS D1.1.

Adhesive anchors shall be HIT HY 200 by Hilti, Inc.; Red Head C6+ or Red Head A7+ by ITW; Pure 110+ or AC200+ by DeWalt; Set-XP by Simpson Strong-Tie Anchor Systems; or approved equal.

Paint shall match that used for Bid Item 90001.

### **CONSTRUCTION**

Remove unsound or delaminated concrete, providing minimum of 1/4-inch substrate profile. Sawcut straight edges along repair area perimeters minimum of 1-inch deep to eliminate feather edges. Install adhesive anchors as noted on the drawings to anchor new repair to existing concrete. Mix components and apply concrete repair in accordance with manufacturer's instructions.

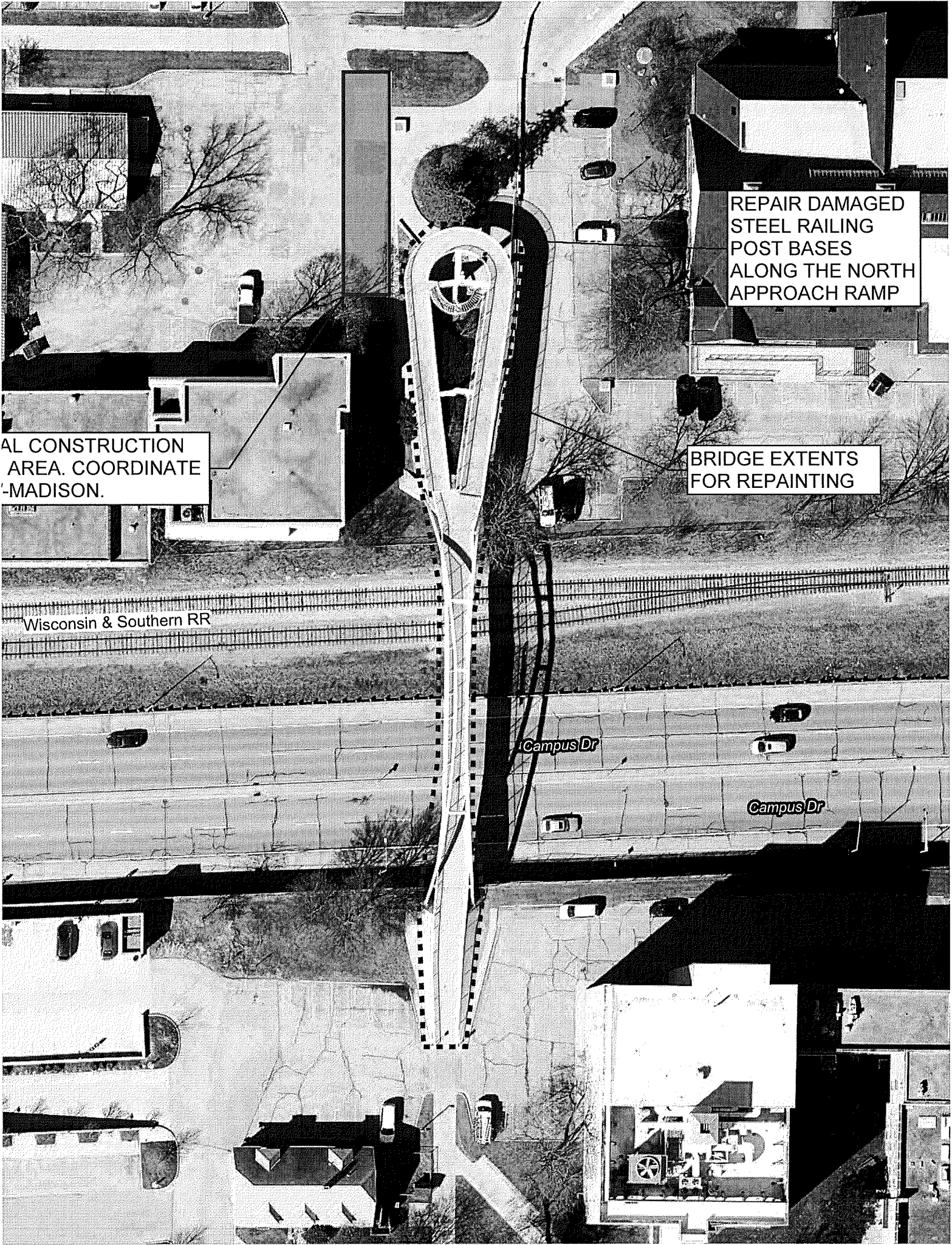
Repair base of posts and add new base plates as noted on the drawings. Install adhesive anchors in accordance with manufacturer's instructions. Paint per Bid Item 90001.

### **METHOD OF MEASUREMENT**

The City will measure Steel Railing Post Repairs bid item by each post location acceptably repaired.

### **BASIS OF PAYMENT**

Steel Railing Post Repairs shall be paid for according to the contract unit price. Payment is full compensation for repairing damaged steel railing post bases and adjacent deteriorated concrete and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.



REPAIR DAMAGED  
STEEL RAILING  
POST BASES  
ALONG THE NORTH  
APPROACH RAMP

AL CONSTRUCTION  
AREA. COORDINATE  
-MADISON.

BRIDGE EXTENTS  
FOR REPAINTING

Wisconsin & Southern RR

Campus Dr

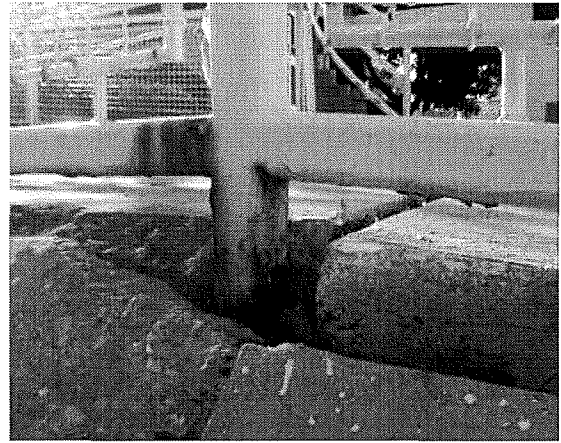
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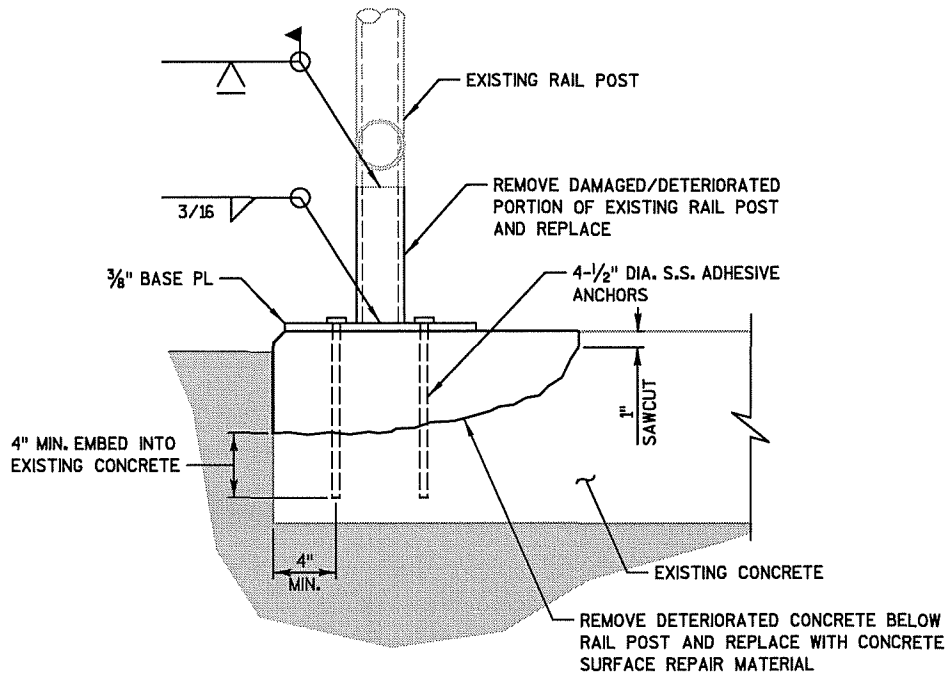
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EXISTING RAILING POSTS



SECTION THRU RAILING POST SHOWING PROPOSED REPAIR

**STEEL RAILING POST REPAIRS**  
**ALICIA ASHMAN PEDESTRIAN BRIDGE**

**CITY OF MADISON**  
**MADISON, WISCONSIN**



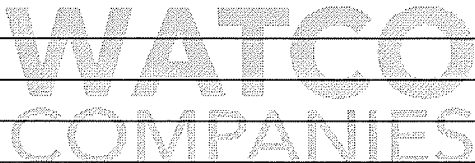
**FIGURE NO.**  
 1020.130



When Contractors have men and equipment working within 25-feet on either side of the Railroad track centerline, Federal Regulations mandate protection must be provided by qualified Railroad flagman. Equipment with extensions, such as a crane boom, that are near enough to reach within 25-feet of the track also requires the proper protection.

This form is to be used to document and verify the time needed for the protection and inspection prior to putting the track back into service. A contractor must contact the railroad a minimum of 48-hours unless stipulated in order to schedule and receive approval from the Roadmaster or Division Engineer to provide the protection.

<b>Railroad Name</b>				
<b>Cost</b>		<b>Explanation</b>		
\$106.00		Per hour with a four-hour minimum up to eight hours in any week day		
\$150.34		Per hour for all hours over eight in any week day		
\$150.34		Per hour with a four-hour minimum up to eight hours on Saturday's		
\$150.34		Per hour for all hours over eight on Saturday's or up to eight hours on Sunday's or holidays		
<b>Flagging Request</b>				
Date Submitted				
Date Requested				
State Project #				
Project Type				
<b>Location of Work to be Completed</b>				
Cross Street				
City				
State				
On Site Contact				
RR Milepost				
Subdivision				
State Contract/Permit Number				
Digger's Hotline Number				
<b>Billing Information to submit Invoices for Reimbursements</b>				
Company				
Address				
City, State				
Zip Code				
Contact Name				
Phone Number				
Email Address to send Invoice				
<b>Flagging Hours</b>				
<b>Railroad Team Member</b>				
<b>Date</b>	<b>Start Time</b>	<b>Finish Time</b>	<b>Hours Billed</b>	<b>Approver's Initials</b>
<b>Total Approved Billable Hours</b>				
<b>Contractor Signature</b>				
<b>Date</b>				



By signing, I verify that the hours are true and accurate to be billed for flagging services provided by the railroad.

## WisDOT Temporary Authorization Permit (non-utility) for work on WisDOT RR ROW

Required submittals:

1. Applicant information:

Project Applicant:

c/o:

address:

phone:

Email:

Project Location: \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin

Subdivision/Milepost:

**Effective Date(s):** \_\_\_\_\_ to \_\_\_\_\_

2. Brief Project Description discussing the proposed work (include methods, chemicals and / or equipment that will be used within the RR - ROW)
3. Simple plan view (and profile if applicable) of proposed work
4. Project location map (with job limits indicated – this might also include plan view)
5. A certificate of general liability insurance\* that includes the following:
  - a. Project Location must be identified on the certificate
  - b. Minimum limits
    - Coverage A, bodily injury liability and property damage liability; \$2 million per occurrence.
    - Coverage B, physical damage to property liability; \$2 million per occurrence.
    - An annual aggregate amount of \$6 million that shall apply separately to each policy, renewal, or extension.
  - c. Additional insured
    - Wisconsin Dept. of Transportation – 4822 Madison Yards Way, Madison, WI 53707 (rail corridor (land only) owner)
    - Wisconsin River Rail Transit Commission - 20 S Court Street PO Box 262 Platteville, WI 53818 (rail infrastructure owner)
    - Wisconsin and Southern Railroad L.L.C. – 1890 E. Johnson Street Madison, WI 53704-4745 (operating railroad)
    - Watco Transportation Services, L.L.C. - 315 W. 3rd. St. Pittsburg, KS 66762 (parent company of operating railroad)

\*The insurance cert should be submitted with this information and **emailed directly from carrier**. WisDOT must have it prior to final execution of the permit – send to: [todd.wojciuk@dot.wi.gov](mailto:todd.wojciuk@dot.wi.gov)



**SECTION E: BIDDER'S ACKNOWLEDGEMENT**

**CONTRACT TITLE BRIDGE REPAIRS 2022/2023 – PAINTING ALICIA ASHMAN  
PEDESTRIAN BRIDGE**

**CONTRACT NO. 8727**

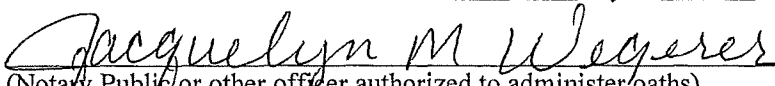
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2023 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. 8727 through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of TMI Coatings, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Minnesota a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

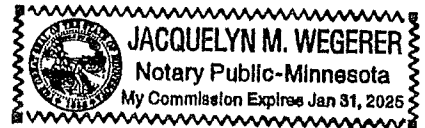
  
SIGNATURE

President  
TITLE, IF ANY

Sworn and subscribed to before me this 9th day of March, 2023.

  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 01/31/25

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



Contract 8727 – TMI Coatings, Inc.

Section F: Best Value Contracting (BVC)

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

Please check the box in the Upload section if submitting the report by hand.

Method of Submittal for BVC (click in box below to choose) \*

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

Best Value Contracting

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

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

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

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

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

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

Contractor has been in business less than one year.

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

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

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar

agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

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

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

**CONTRACT NO. 8727**

**Small Business Enterprise Compliance Report**

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

**Cover Sheet**

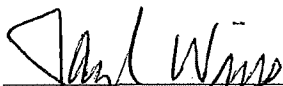
Prime Bidder Information


Company:	TMI Coatings, Inc.
Address:	3291 Terminal Drive St. Paul, MN 55121
Telephone Number:	651-452-6100
Fax Number:	651-452-0598
Contact Person/Title:	Tracy Gliori, President

Prime Bidder Certification

Name:	Tracy Gliori
Title:	President
Company:	TMI Coatings, Inc.

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

  
\_\_\_\_\_  
Witness Signature      Jared Wiese

  
\_\_\_\_\_  
Bidder's Signature      Tracy Gliori

March 9, 2023  
Date

**CONTRACT NO. 8727**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>0</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b> _____ % x 0.6 = _____ % (discounted to 60%)		
<b>Total Percentage of SBE Utilization:</b> <u>0</u> %.		

**BRIDGE REPAIRS 2022/2023 - PAINTING ALICIA ASHMAN PEDESTRIAN BRIDGE**

CONTRACT NO. 8727

DATE: 3/9/23

**TMI Coatings, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LS	1.00	\$30,000.00	\$30,000.00
10790.0 - RAILROAD INSURANCE - LS	1.00	\$1,000.00	\$1,000.00
10911.0 - MOBILIZATION - LS	1.00	\$30,000.00	\$30,000.00
90001.0 - STRUCTURE OVERCOATING CLEANING AND PRIMING - LS	1.00	\$304,500.00	\$304,500.00
90002.0 - CONTAINMENT, COLLECTION, AND DISPOSAL OF WASTE MATERIALS - LS	1.00	\$25,000.00	\$25,000.00
90003.0 - PORTABLE DECONTAMINATION FACILITY - LS	1.00	\$1,000.00	\$1,000.00
90004.0 - STEEL RAILING POST REPAIRS - EACH	2.00	\$3,000.00	\$6,000.00
<b>7 Items</b>	<b>Totals</b>		<b>\$397,500.00</b>

## SECTION G: BID BOND

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

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

### **BRIDGE REPAIRS 2022/2023 – PAINTING ALICIA ASHMAN PEDESTRIAN BRIDGE CONTRACT NO. 8727**

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

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

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

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

Seal PRINCIPAL

TMI Coatings, Inc.  
Name of Principal

[Signature]  
By

March 9, 2023

Date

Tracy M. Gliori, President

Name and Title

Seal SURETY

Swiss Re Corporate Solutions America Insurance Corporation  
Name of Surety

[Signature]  
By

March 9, 2023

Date

Brian J. Oestreich, Attorney-in-Fact

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 9156895 for the year 2023, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

March 9, 2023

Date

[Signature]  
Agent Signature

Brian J. Oestreich

CSDZ, LLC, 225 South Sixth Street, Suite 1900

Address

Minneapolis, MN 55402

City, State and Zip Code

(612) 349-2400

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

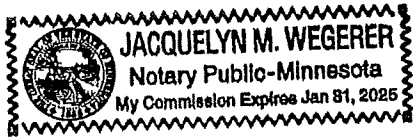
Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.



CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Dakota )

On this 9th day of March 2023, before me appeared Tracy M. Giori, to me personally known, who, being by me duly sworn, did say that he/she is the President of TMI Coatings, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Tracy M. Giori acknowledged said instrument to be the free act and deed of said corporation.

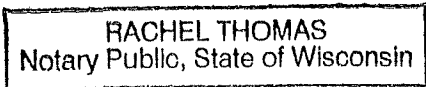


Jacquelyn M Wegerer  
Notary Public Dakota County, MN  
My commission expires 1/31/2025

SURETY ACKNOWLEDGMENT

State of Wisconsin )  
 ) ss  
County of Polk )

On this 9th day of March 2023, before me appeared Brian J. Oestreich, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Brian J. Oestreich acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Polk County, Wisconsin  
My commission expires 6/21/2025

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R. W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH, LIN ULVEN, EMLY WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, ALLISON HILL, and NATHAN WEAVER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of March, 2023.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

## SECTION H: AGREEMENT

THIS AGREEMENT made this 19th day of April in the year Two Thousand and Twenty-Three between **TMI COATINGS, 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 **APRIL 18, 2023**, 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:

### BRIDGE REPAIRS 2022/2023 - PAINTING ALICIA ASHMAN PEDESTRIAN BRIDGE CONTRACT NO. 8727

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 NINETY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$397,500.00)** 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.

**BRIDGE REPAIRS 2022/2023 - PAINTING ALICIA ASHMAN PEDESTRIAN BRIDGE  
CONTRACT NO. 8727**

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:

Jacqueline Rogers April 19, 2023  
Witness Date

Chris A. Sticy April 19, 2023  
Witness Date

TMI COATINGS, INC.  
Company Name

[Signature] April 19, 2023  
President Tracy Gliori Date

[Signature] April 19, 2023  
Secretary Jared Wiese Date

**CITY OF MADISON, WISCONSIN**

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

[Signature] 4/28/23  
Finance Director Date

[Signature] 5/2/23  
Witness Date

[Signature] 4.25.23  
Witness Date

Approved as to form:

[Signature] 5-1-23  
City Attorney Date

[Signature] 5/2/23  
Mayor Date

[Signature] 4/25/23  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **TMI COATINGS, INC.** as principal, and **Swiss Re Corporate Solutions America Insurance Corporation** Company of 1200 Main Street, Suite 800, Kansas City, MO 64105 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$397,500.00)** 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:

**BRIDGE REPAIRS 2022/2023 - PAINTING ALICIA ASHMAN PEDESTRIAN BRIDGE  
CONTRACT NO. 8727**

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 19th day of April 2023

Countersigned: N/A

Jacquelyn Weeper  
Witness  
Paul W...  
Secretary

**TMI COATINGS, INC.**  
Company Name (Principal)  
[Signature]  
President Tracy M. Glori Seal

Approved as to form:

Michael Fox  
City Attorney

**Swiss Re Corporate Solutions America  
Insurance Corporation**  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact **Brian J. Oestreich**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 9156895 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 19, 2023  
Date

[Signature]  
Agent Signature **Brian J. Oestreich**



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R. W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH, LIN ULVEN, EMILY WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, ALLISON HILL, and NATHAN WEAVER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of April 2023

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC