

BID OF \_\_\_\_\_

**2008**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS**

**ACCOUNT NO. GN01-54985-574000**

**CONTRACT NO. 6198**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON \_\_\_\_\_

**PLEASE RETURN PLANS AND SPECIFICATIONS TO:**

**CITY ENGINEERING DIVISION  
1602 EMIL STREET  
MADISON, WISCONSIN 53713**

**2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS**

**CONTRACT NO. 6198**

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This Proposal and Agreement have  
been prepared by:

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

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David C. Dryer, City Traffic Engineer

## SECTION B: INSTRUCTIONS TO BIDDERS

The City of Madison Standard Specifications for Public Works Construction - 2007 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 request from the City Engineer, City Engineering Division, Room 115, City-County Building, 210 Martin Luther King Jr., Blvd., Madison, WI 53710.

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 an annual 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.

In accordance with Section 3.58(9)(a)l. of the Madison General Ordinances, all bidders shall submit in writing to the Affirmative Action Officer of the City of Madison, a Certificate of Compliance or an Affirmative Action Program at the same time or prior to the submission of the proof of responsibility forms.

### Section 102.4: Proposals

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 therefore 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. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposals received after the date designated will be returned to the bidder unopened.

**The Bidder shall execute form ERD-7777 (R.1/97), a part of these proposal pages and submit same with the bidder's proposal, if applicable. REFER TO PROPOSAL SECTION.**

Section 102.5: Bid Deposit (Proposal Guaranty)

No proposals shall be considered unless accompanied by a bid deposit of the character and amount described in the Advertisement for Bids.

Bid deposits of unsuccessful bidders shall be returned following the award of the contract by the Common Council. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

**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 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
|---|--|

Street, Utility and Site Construction

- |   |   |
|---|---|
| 201 <input type="checkbox"/> Asphalt Paving   | 244 <input type="checkbox"/> Retaining Walls, Reinforced concrete             |
| 204 <input type="checkbox"/> Blasting   | 248 <input type="checkbox"/> Sanitary, Storm Sewer & Water Main Const.        |
| 208 <input type="checkbox"/> Concrete Paving  | 252 <input type="checkbox"/> Sewer Lining                                     |
| 212 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Concrete Work                | 256 <input type="checkbox"/> Soil Borings with Public ROW                     |
| 216 <input type="checkbox"/> Fencing  | 260 <input type="checkbox"/> Street Construction                              |
| 220 <input type="checkbox"/> Grading and Earthwork  | 264 <input type="checkbox"/> Street Lighting                                  |
| 224 <input type="checkbox"/> Landscaping, Maintenance                                       | 268 <input type="checkbox"/> Traffic Control During Construction              |
| 228 <input type="checkbox"/> Landscaping, Site and Street                                   | 272 <input type="checkbox"/> Traffic Signals                                  |
| 232 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing                         | 276 <input type="checkbox"/> Traffic Signing and Marking                      |
| 236 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 299 <input checked="" type="checkbox"/> Other : <u>Epoxy Pavement Marking</u> |
| 240 <input type="checkbox"/> Retaining Walls, Precast Modular Units                         |   |

Bridge Construction

- 301  Bridge Construction and/or Repair

Building Construction

- |   |   |
|---|---|
| 401 <input type="checkbox"/> Carpet Installation                                      | 445 <input type="checkbox"/> Plumbing                     |
| 405 <input type="checkbox"/> Electrical   | 450 <input type="checkbox"/> Pump Repair                  |
| 410 <input type="checkbox"/> Elevator   | 455 <input type="checkbox"/> Pump Systems                 |
| 415 <input type="checkbox"/> General Building Construction \$250,000 to \$1,500,000   | 460 <input type="checkbox"/> Roofing                      |
| 420 <input type="checkbox"/> General Building Construction, Equal/Less than \$250,000 | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000          | 470 <input type="checkbox"/> Water Supply Elevated Tanks  |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC)         | 475 <input type="checkbox"/> Other Supply Wells           |
| 435 <input type="checkbox"/> Masonry  | 499 <input type="checkbox"/> Other _____                  |
| 440 <input type="checkbox"/> Painting   |   |

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  Other \_\_\_\_\_

**SECTION C: SBE**  
**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.

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.

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 nonresponsible contractor ineligible for award of this contract.

**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, City County Building, Room 523, 210 Martin Luther King, Jr. Blvd., Madison, WI 53703; telephone (608) 266-4910.

**2.3 Certification of SBE by City of Madison**

The Affirmative Action Department 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 <http://www.ci.madison.wi.us/affact/pubtoc.html>

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit **Schedule C, SBE Certification Application** to the City of Madison Department of Civil Right by the time and date established for receipt of bids. A copy of Schedule C is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 1.2. Submittal of Schedule C 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. 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 Department 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 and engage in negotiation.
- 2.4.1.9 Negotiating directly with SBEs including those which volunteer a bid.
- 2.4.1.10 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable, although not necessarily low.

### 2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder in a separate sealed envelope marked: **"ENVELOPE 2 - SBE COMPLIANCE REPORT."** This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below will be deemed nonresponsive and the bidder ineligible for award of this contract.

- 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 SBE-1; and
  - 2.4.2.1.2 **Summary Page**, SBE-2.
- 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 SBE-1;
  - 2.4.2.2.2 **Summary Page**, SBE-2; and

- 2.4.2.2.3 **SBE Contact Report**, SBE-3 and SBE-4. (A separate Contact Report must be completed for each SBE which is not utilized.)

## 2.5 **Appeal Procedure**

A bidder which does not achieve the established goal and is deemed nonresponsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may, within 72 hours of receiving such notification, appeal that decision to a special appeals committee composed of three (3) members of the Affirmative Action Commission, three (3) members of the Board of Public Works and a seventh member appointed by the Mayor. All appeals must be made in writing to the Director of Public Works and received within 72 hours of City of Madison's notice. Postmark not applicable.

A bidder which is deemed nonresponsive may not appeal the City's decision to deny eligibility for award of contract.

## 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. Failure to provide a satisfactory explanation in these variances may result in the City invoking the sanctions contained in Paragraph 5(g) of the Agreement contained within this project manual.

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 City of Madison Department of Civil Rights. The contractor shall submit in writing to the City of Madison Department of Civil Rights a request to change any SBE citing specific reasons which necessitate such a change. The Department of Civil Rights 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 with annual gross receipts of less than \$750,000 when averaged over the past three years period;

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 challenged.

**2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS**

**CONTRACT NO. 6198**

**Small Business Enterprise Compliance Report**

**Cover Sheet**

**This information MUST be submitted in a separate sealed envelope marked  
“ENVELOPE NO. 2 - SBE COMPLIANCE REPORT.”**

Prime Bidder Information:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Prime Bidder Certification:

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

\_\_\_\_\_ certify that the information  
Company

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

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



**2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS**

**CONTRACT NO. 6198**

**Small Business Enterprise Compliance Report**

**SBE Contact Report**

**This information MUST be submitted in a separate sealed envelope marked  
“ENVELOPE NO. 2 - SBE COMPLIANCE REPORT.”**

Submit separate copy of this form for each SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

**SBE Information:**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

1. Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?

Yes     No

3. Did this SBE submit a bid?     Yes     No

4. If you responded “Yes” to Question 3, please check the items below which apply and provide the requested detail. If you responded “No” to Question 3, please skip ahead to Question 5.

The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

The SBE listed above provided a price that was unreasonable. Provide specific detail for this conclusion including the SBE’s price and the price of the subcontractor you intend to utilize.

Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

5. Describe any other good faith efforts:

## SECTION D: SPECIAL PROVISIONS

### 2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS

#### CONTRACT NO. 6198

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over WISDOT Specifications and City 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 Standard Specifications.

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

Whenever in these provisions the term "WISDOT Specifications" appears, it shall be taken to refer to the State of Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction, and Supplements thereto.

Some of the provisions below are amendments to the WISDOT Specifications and/or the City Specifications and shall be construed to be a part thereof superseding any conflicting specifications therein applicable to the work under the contract.

**ALL EPOXY MARKING INSTALLATIONS SHALL BE DONE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2008 STANDARD SPECIFICATIONS.**

**THE SCHEDULING OF EACH YEARS REMARKING WORK, WITH A FEW EXCEPTIONS, WILL BE FLEXIBLE AND CAN BE AT THE CONTRACTOR'S DISCRETION. HOWEVER, MARKINGS ON NEW ROAD SURFACES SHALL BE INSTALLED WITHIN FIFTEEN (15) DAYS OF NOTIFICATION TO INSTALL, WHICH WILL BE SCHEDULED AS SOON AFTER COMPLETION OF FINAL PAVING AS PRACTICAL.**

**THIS CONTRACT IS FOR THREE (3) YEARS. THE SCOPE AND SCHEDULE OF WORK FOR EACH YEAR OF THE CONTRACT WILL BE SIMILAR. WORK SCHEDULED IN EACH YEAR WILL BE FOR THE PRICE FOR THAT YEAR AS INDICATED ON THE PROPOSAL.**

#### **SECTION 102.10: MINIMUM RATE OF WAGE SCALE (see City Specifications)**

The wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building and Heavy Construction
- Sewer, Water, and Tunnel Construction
- Local Street and Miscellaneous Paving Operations
- Residential and Agricultural Construction

#### **SECTION 104 SCOPE OF WORK (see City Specifications)**

This work consists of the furnishing and application of epoxy pavement markings at the locations and in accordance with the design and details as shown on the plans provided by the City Of Madison.

**SECTION 643:        TRAFFIC CONTROL    (See WISDOT Specifications)**

**Add:** Contractor shall provide flagging and guidance of traffic where needed.

**Add:** No work shall be done on this contract between the weekday hours of 7:00 a.m. and 8:30 a.m. and between the hours of 4:00 p.m. and 5:30 p.m. unless authorized in writing by the City Traffic Engineer.

**SECTION 646        PAVEMENT MARKINGS    (See WISDOT Specifications)**

**General Marking Requirements**

The line shall be protected from tracking during the setting period by one or more of the following methods: (1) coning off the line from traffic, (2) use of a convoy of moving vehicles to prevent traffic crossing the line, and (3) saturation of the line with glass spheres to prevent tracking.

Excess glass spheres shall be removed from all areas immediately following attainment of the dry-to-no-pick-up condition.

The finished markings shall be uniform and have well-defined edges and ends. They shall be straight and without waviness, or smoothly curved as required by the plans.

**PROVING PERIOD**

Failure of the material will be rated on the basis of the percentage of material remaining on the pavement at the end of the proving period. Percentage of the material remaining on the pavement will be the percentage of the area of the stripe in which the substrate is not exposed.

Each miscellaneous marking including channelizing lines, stop lines, crosswalks, and parking stalls will be evaluated for failure as a unit. Any such markings determined by the engineer to have failed shall be repaired or replaced at the contractor's expense.

**SECTION E: PROPOSAL**

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 - 2007 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal.
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. Accompanying this Proposal is  Bid Bond or  Certified Check in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) or  a Certificate of Annual Bid Bond as required by the Advertisement for Bids.  
*(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 \_\_\_\_\_  
(name of corporation, partnership, or person submitting bid)  
a corporation organized and existing under the laws of the State of \_\_\_\_\_ 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

\_\_\_\_\_  
Title, if any

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires \_\_\_\_\_

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

## Disclosure Of Ownership

1. **Instructions.** On the date a Contractor submits a bid to, or completes negotiations with, a State agency or Municipality on a Public Works construction project subject to §66.0903(3) or 103.49, Stats., the Contractor shall disclose to the state agency or municipality soliciting or negotiating the bids the name of any other construction business which the Contractor, or a Shareholder, Officer or Partner of the Contractor, owns or has owned within the preceding three (3) years.

This information is only required to be disclosed if the Contractor, or a Shareholder, Officer, or Partner of the Contractor, owns or has owned at least 25% interest in the other construction business on the date the Contractor submits a bid or completes negotiations, or at any time within the preceding three (3) years, and the Wisconsin Department of Workforce Development has determined that the other construction business failed to pay the prevailing wage rate, or at least time and one-half the hourly basic rate of pay for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

2. **Name and Address of Other Businesses.** Indicate below the name(s) and address(es) of any other construction business which meets the criteria specified above. If none, so state.

Name/Address: \_\_\_\_\_

Name/Address: \_\_\_\_\_

Name/Address: \_\_\_\_\_

I hereby state that the information contained in this document is true and accurate according to my knowledge and belief and understand that the willful falsification of any information may result in a civil or criminal penalty pursuant to Chapter 101, Stats.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Type

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
E-Mail Address

Statutory Authority: §66.0903(12)(d) and 103.49(7)(d), Stats.

**2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS  
CONTRACT NO. 6198**

**2008 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS**

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT BID PRICE	TOTAL BID
1	4" EPOXY WHITE/ YELLOW	28,000	L.F.	\$ _____	\$ _____
2	4" EPOXY 5x5 RADIUS LINES	400	L.F.	\$ _____	\$ _____
3	6" EPOXY MARKING WHITE/YELLOW	19,000	L.F.	\$ _____	\$ _____
4	8" EPOXY MARKING WHITE/YELLOW	2,000	L.F.	\$ _____	\$ _____
5	6" EPOXY CROSS WALK	3,500	L.F.	\$ _____	\$ _____
6	8" EPOXY CROSS WALK	350	L.F.	\$ _____	\$ _____
7	12" EPOXY CROSS WALK	1,200	L.F.	\$ _____	\$ _____
8	18" EPOXY CROSS WALK	4,000	L.F.	\$ _____	\$ _____
9	24" EPOXY CROSS WALK	1,500	L.F.	\$ _____	\$ _____
10	24" EPOXY STOP LINE	1,200	L.F.	\$ _____	\$ _____
11	WHITE EPOXY ARROWS (L/S/R)	25	Ea	\$ _____	\$ _____
12	WHITE EPOXY WORD "ONLY", "OK"	25	Ea.	\$ _____	\$ _____
13	4" PARKING STALL	30	Ea.	\$ _____	\$ _____
14	WHITE EPOXY BIKE LANE SYMBOLS/ARROWS	50	SETS	\$ _____	\$ _____
15	4" LINE REMOVAL	5,200	L.F.	\$ _____	\$ _____
16	6" LINE REMOVAL	6,500	L.F.	\$ _____	\$ _____
17	8" LINE REMOVAL	2,000	L.F.	\$ _____	\$ _____
18	12" LINE REMOVAL	2,000	L.F.	\$ _____	\$ _____
19	18" LINE REMOVAL	200	L.F.	\$ _____	\$ _____
20	24" LINE REMOVAL	2,000	L.F.	\$ _____	\$ _____
21	REMOVAL OF SYMBOLS	120	Ea	\$ _____	\$ _____
22	8" EPOXY DIAGONAL	200	L.F.	\$ _____	\$ _____

**2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS  
CONTRACT NO. 6198**

**2008 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS - Continued**

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT BID PRICE	TOTAL BID
23	DIAMOND SYMBOL 12' EPOXY	10	Ea	\$ _____	\$ _____
24	RR CROSSING SYMBOL 20'	10	Ea	\$ _____	\$ _____
25	6" WHITE, 5'x5' SKIPS RADIUS LINES	400	L.F.	\$ _____	\$ _____
26	SPEED HUMP ARROWS	30	Ea	\$ _____	\$ _____
27	YELLOW CURB (ISLAND NOSE)	20	Ea	\$ _____	\$ _____
28	YELLOW CURB (STRAIGHT CURB)	200	L.F.	\$ _____	\$ _____
29	CURB RAMPS	40	Ea	\$ _____	\$ _____

**2009 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS**

30	4" EPOXY WHITE/YELLOW	28,000	L.F.	\$ _____	\$ _____
31	4" EPOXY 5x5 RADIUS LINES	400	L.F.	\$ _____	\$ _____
32	6" EPOXY MARKING WHITE/YELLOW	19,000	L.F.	\$ _____	\$ _____
33	8" EPOXY MARKING WHITE/YELLOW	2,000	L.F.	\$ _____	\$ _____
34	6" EPOXY CROSS WALK	3,500	L.F.	\$ _____	\$ _____
35	8" EPOXY CROSS WALK	350	L.F.	\$ _____	\$ _____
36	12" EPOXY CROSS WALK	500	L.F.	\$ _____	\$ _____
37	18" EPOXY CROSS WALK	1,200	L.F.	\$ _____	\$ _____
38	24" EPOXY CROSS WALK	1,000	L.F.	\$ _____	\$ _____
39	24" EPOXY STOP LINE	1,000	L.F.	\$ _____	\$ _____
40	WHITE EPOXY ARROWS (L/S/R)	25	Ea	\$ _____	\$ _____
41	WHITE EPOXY WORD "ONLY", "OK"	25	Ea	\$ _____	\$ _____
42	4" PARKING STALL	30	Ea	\$ _____	\$ _____

**2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS  
CONTRACT NO. 6198**

**2009 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS - Continued**

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT BID PRICE	TOTAL BID
43	WHITE EPOXY BIKE LANE SYMBOLS/ARROWS	50	SETS	\$ _____	\$ _____
44	4" LINE REMOVAL	5,200	L.F.	\$ _____	\$ _____
45	6" LINE REMOVAL	6,500	L.F.	\$ _____	\$ _____
46	8" LINE REMOVAL	2,000	L.F.	\$ _____	\$ _____
47	12" LINE REMOVAL	500	L.F.	\$ _____	\$ _____
48	18" LINE REMOVAL	200	L.F.	\$ _____	\$ _____
49	24" LINE REMOVAL	500	L.F.	\$ _____	\$ _____
50	REMOVAL OF SYMBOLS	120	Ea	\$ _____	\$ _____
51	8" EPOXY DIAGONAL	200	L.F.	\$ _____	\$ _____
52	DIAMOND SYMBOL 12' EPOXY	10	Ea	\$ _____	\$ _____
53	RR CROSSING SYMBOL 20"	10	Ea	\$ _____	\$ _____
54	6" WHITE, 5'x5' SKIPS RADIUS LINES	400	L.F.	\$ _____	\$ _____
55	SPEED HUMP ARROWS	30	Ea	\$ _____	\$ _____
56	YELLOW CURB (ISLAND NOSE)	20	Ea	\$ _____	\$ _____
57	YELLOW CURB (STRAIGHT CURB)	200	L.F.	\$ _____	\$ _____
58	CURB RAMPS	40	Ea	\$ _____	\$ _____

**2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS**

59	4" EPOXY WHITE/YELLOW	28,000	L.F.	\$ _____	\$ _____
60	4" EPOXY 5x5 RADIUS LINES	400	L.F.	\$ _____	\$ _____
61	6" EPOXY MARKING WHITE/YELLOW	19,000	L.F.	\$ _____	\$ _____
62	8" EPOXY MARKING WHITE/YELLOW	2,000	L.F.	\$ _____	\$ _____

**2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS  
CONTRACT NO. 6198**

**2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS - Continued**

63	6" EPOXY CROSS WALK	3,500	L.F.	\$ _____	\$ _____
64	8" EPOXY CROSS WALK	350	L.F.	\$ _____	\$ _____
65	12" EPOXY CROSS WALK	500	L.F.	\$ _____	\$ _____
66	18" EPOXY CROSS WALK	1,200	L.F.	\$ _____	\$ _____
67	24" EPOXY CROSS WALK	1,000	L.F.	\$ _____	\$ _____
68	24" EPOXY STOP LINE	1,000	L.F.	\$ _____	\$ _____
69	WHITE EPOXY ARROWS (L/S/R)	25	Ea	\$ _____	\$ _____
70	WHITE EPOXY WORD "ONLY", "OK"	25	Ea	\$ _____	\$ _____
71	4" PARKING STALL	30	Ea	\$ _____	\$ _____
72	WHITE EPOXY BIKE LANE SYMBOLS/ARROWS	50	SETS	\$ _____	\$ _____
73	4" LINE REMOVAL	5,200	L.F.	\$ _____	\$ _____
74	6" LINE REMOVAL	6,500	L.F.	\$ _____	\$ _____
75	8" LINE REMOVAL	2,000	L.F.	\$ _____	\$ _____
76	12" LINE REMOVAL	500	L.F.	\$ _____	\$ _____
77	18" LINE REMOVAL	200	L.F.	\$ _____	\$ _____
78	24" LINE REMOVAL	500	L.F.	\$ _____	\$ _____
79	REMOVAL OF SYMBOLS	120	Ea	\$ _____	\$ _____
80	8" EPOXY DIAGONAL	200	L.F.	\$ _____	\$ _____
81	DIAMOND SYMBOL 12' EPOXY	10	Ea	\$ _____	\$ _____
82	RR CROSSING SYMBOL 20"	10	Ea	\$ _____	\$ _____
83	6" WHITE, 5'x5' SKIPS RADIUS LINES	400	L.F.	\$ _____	\$ _____
84	SPEED HUMP ARROWS	30	Ea	\$ _____	\$ _____

**2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS  
CONTRACT NO. 6198**

**2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS - Continued**

85	YELLOW CURB (ISLAND NOSE)	20	Ea	\$ _____	\$ _____
86	YELLOW CURB (STRAIGHT CURB)	200	L.F.	\$ _____	\$ _____
87	CURB RAMPS	40	Ea	\$ _____	\$ _____

GRAND TOTAL \$ \_\_\_\_\_

NOTE: In case of multiplication errors of multiplying the quantities by the Unit Price Bid, or addition errors for the "Grand Total", the "Grand Total" with corrected multiplication and/or addition shall determine the "Grand Total" bid for each contract.

## **SECTION F: BID BOND**

KNOW ALL MEN BY THESE PRESENT, THAT \_\_\_\_\_  
(a corporation of the State of \_\_\_\_\_) (individual), (partnership), hereinafter referred to as the "Principal") and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_ (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, (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:

### **2008-2010 SEMI-PERMANENT (EPOXY) PAVEMENT MARKINGS**

#### **CONTRACT NO. 6198**

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 Date

By:

\_\_\_\_\_

\_\_\_\_\_  
Name of Surety

By:

\_\_\_\_\_ Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. \_\_\_\_\_ for the year \_\_\_\_\_, 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

**NOTE TO SURETY & PRINCIPAL**

The bid submitted which this bond guarantees may 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.

## Certificate of Annual Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p>

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

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

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

\_\_\_\_\_  
Signature of Authorized Contractor Representative

\_\_\_\_\_  
Date

## SECTION G: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eight between \_\_\_\_\_ 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 \_\_\_\_\_, 2008, 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:

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#### CONTRACT NO. 6198

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 \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

**General and Authorization.** The Contractor shall comply with Section 23.01(1) of Madison General Ordinances entitled "Wage Rates for Employees of Public Works Contracts." The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided.

This provision shall apply to all contracts for public works regardless of any exclusions contained in Wisconsin Statutes, including Sec. 66.0903(5), based on the value of the contract, number of trades involved, or type of work.

"Public Works" shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

“Building or work” includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material substantially in place, directly or through spreaders, from transporting vehicle.

“Erection, construction, remodeling, repairing” means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

“Employees working on the project” means laborers, workers, and mechanics employed directly upon the site of work.

“Laborers, Workers, and Mechanics” include preapprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

**Establishment of Wage Rates.** The City of Madison has been granted exemption from applying to the Wisconsin Department of Workforce Development (DWD) for determination of prevailing wage rates in accordance with Sec. 66.0903(3), Wis. Stats. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. Upon approval by the Common Council, the prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

**Workforce Profile.** The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer’s objections shall be the responsibility of the Contractor.

**Payrolls and Records.** The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor’s subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time

each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall be paid unconditionally and not less often than once per week. Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

**Hourly contributions.** Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

**Apprentices and Subjourneypersons.** Apprentices and subjourneypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

**Straight Time Wages.** The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

**Overtime Wages.** The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

**Posting of Wage Rates and Hours.** A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

**Evidence of Compliance by Contractor.** Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code and Sec. 23.01, Madison General Ordinances; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors and agents who worked on the contract.
- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefor; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Evidence of Compliance by Agent and Subcontractor.** Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., and Sec. 23.01, Madison General Ordinances, have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefor; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

**Failure to Comply with the Prevailing Wage Rate.** If the Contractor fails to comply with the prevailing wage rate or this ordinance, she/he shall be in default on the contract.

5. **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, 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 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 of Madison Department of Affirmative Action 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 Department of Affirmative Action 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 of Madison Department of Affirmative Action 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 Department of Affirmative Action 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 or national original and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

#### Article II

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

#### Article VI

The Contractor will maintain records as required by Section 3.58(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 3.58(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 3.23 and 3.58 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

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

#### Article VIII

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

#### Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.

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

Countersigned:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
City Attorney

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk Date

**SECTION H: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
as principal, and \_\_\_\_\_  
Company of \_\_\_\_\_ as surety, are held and firmly bound unto the City of  
Madison, Wisconsin, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) 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:

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2008

Countersigned:

\_\_\_\_\_  
Company Name (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President Seal

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Surety Seal  
 Salary Employee       Commission

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under  
License No. \_\_\_\_\_ for the year 20\_\_\_\_\_, and appointed as attorney-in-fact with  
authority to execute this payment and performance bond which power of attorney has not been revoked.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent