
REQUEST FOR QUOTES:
2019 SIDEWALK REPAIR PROJECT

QUOTES DUE:
MARCH 27, 2019 AT 11:00AM

SUBMIT QUOTES TO:
CITY OF PLYMOUTH
ATTENTION: CATHY AUSTIN, P.E.
900 CTH PP
PLYMOUTH, WI 53073



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**CITY OF PLYMOUTH, WISCONSIN
INFORMATION FOR CONTRACTORS**

QUOTES will be received for the 2019 SIDEWALK REPAIR PROJECT until **11:00 A.M., on Wednesday, March 27, 2019.**

Each QUOTE must be in a sealed envelope and must be plainly marked on the outside as **“QUOTE for 2019 Sidewalk Repair Project”** and the envelope should bear on the outside the name of the CONTRACTOR, his address, and his license number if applicable. QUOTES can be dropped off or mailed. QUOTES can be dropped off at the Plymouth Utilities Building located at 900 CTH PP, Plymouth, Wisconsin 53073 If forwarded by mail, the sealed envelope containing the QUOTE must be enclosed in another envelope addressed to:

The City of Plymouth
Attention: Cathy Austin, P.E.
900 CTH PP
PO Box 277
Plymouth, WI 53073

The City of Plymouth is not responsible for QUOTES not received by mail prior to the deadline. QUOTES received after the deadline will be returned to the contractor unopened.

All QUOTES must be on the required BID form. All blank spaces for BID prices must be filled in, in ink, or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

PROJECT DOCUMENTS can be picked up at the Plymouth Utilities Building or emailed. Please contact Cathy Austin at caustin@plymouthutilities.com to request a set of documents.

The OWNER may waive any informalities or minor defects or reject any or all QUOTES. Any QUOTE may be withdrawn prior to the above scheduled time before the deadline. No CONTRACTOR may withdraw the QUOTE within 30 days after the deadline of the QUOTES. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT. In case of failure of the CONTRACTOR to execute the AGREEMENT, the OWNER may at his option consider the CONTRACTOR in default.

The OWNER within 10 days of receipt of acceptable AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the CONTRACTOR may with

written notice withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER may make such investigations as he deems necessary to determine the ability of the CONTRACTOR to perform the WORK, and the CONTRACTOR shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any QUOTES if the evidence submitted by, or investigation of, such CONTRACTOR fails to satisfy the OWNER and the CONTRACTOR is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated herein.

A conditional or qualified QUOTE will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities that have jurisdiction over construction of the project shall apply to the CONTRACT throughout.

Each CONTRACTOR is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any CONTRACTOR to do any of the foregoing shall in no way relieve any CONTRACTOR from any obligation in respect to his BID.

QUOTE FORM

2019 SIDEWALK REPAIR PROJECT
QUOTES DUE: MARCH 27, 2019 AT 11:00 A.M.

QUOTE SHALL BE SUBMITTED TO:

The City of Plymouth
Attention: Cathy Austin, P.E.
900 CTH PP
PO Box 277
Plymouth, WI 53073

Company Name: _____

Contact Name: _____

Address of Company: _____

City / State / Zip: _____

Telephone: _____

Email: _____

ITEM DESCRIPTION	ESTIMATE QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Remove & Replace 4-INCH Concrete Sidewalk	1,300	SF		
Remove & Replace 6-INCH Concrete Sidewalk	200	SF		
New 4-INCH Concrete Sidewalk	675	SF		
New 6-INCH Concrete Sidewalk	50	SF		

TOTAL PROJECT \$

Quote Submitted By: _____ Date: _____

Signature: _____

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, 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.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met**.
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required 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.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

ERD-7777 (R. 01/2011)

AGREEMENT

THIS AGREEMENT is by and between the City of Plymouth (hereinafter called OWNER) and _____(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

1.02 CONTRACTOR shall repair or replace any work which is defective or not in conformity with this Contract at no cost to the OWNER for a period of one (1) calendar year after completion of the work.

ARTICLE 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **2019 SIDEWALK REPAIR PROEJCT.**

ARTICLE 3. CONTRACT TIMES

3.01 Time of the Essence – All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Completion of Work and Final Payment – Work will be completed by October 12, 2019. All work will be completed and ready for final payment in accordance with contract payment provisions.

3.03 Should CONTRACTOR fail to timely complete Work, CONTRACTOR may be liable to OWNER in the amount of \$300.00 each and every day an inspection is performed by OWNER to inspect work.

3.04 The CONTRACTOR may request a Contract Deadline Extension from OWNER, in writing, prior to the deadline for Contract completion (Contract Deadline), where the progress of work was delayed and CONTRACTOR was not responsible for such delay. Should OWNER grant an extension, CONTRACTOR will not be liable for payment of inspection fees during the period of said extension. Should OWNER determine that work will not be completed by Contract Deadline through normal methods and that no request for a Contract Deadline extension has been requested, or if requested, such request was not justified and denied, then OWNER shall provide CONTRACTOR with written notice requiring CONTRACTOR to take such extraordinary measures as may be required to complete work by Contract Deadline, or within a reasonable time. The failure of CONTRACTOR to take such extraordinary measures shall be grounds for

OWNER to suspend work by CONTRACTOR and take such other measures as will assure completion of work within Contract Deadline, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent OWNER from stopping CONTRACTOR from proceeding with work where CONTRACTOR is unwilling or unable to meet Contract Deadline through the use of extraordinary means.

ARTICLE 4. CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts based on the SF of sidewalks installed.

TOTAL CONTRACT AWARD: _____

ARTICLE 5. PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments – CONTRACTOR shall submit Applications for Payment to the OWNER.

5.02 Progress Payments, Retainage – OWNER shall make progress payments on the basis of CONTRACTOR'S Applications for Payment once each month during performance of the Work. All such payments will be measured by the estimated value of Work completed as determined by the OWNER. Retainage shall be set forth as 5% of the project until 50% of the work has been completed. At 50% completion, further partial payments will be made in full. However, if the CONTRACTOR work is not satisfactory additional retainage may be held by the OWNER. In the event work under this Contract is defaulted or not completed, Section 62.15(10), Wisconsin Statutes, shall apply.

5.03 Final Payment – Upon final completion and acceptance of the Work, OWNER shall pay the remainder Contract Price.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce OWNER to enter in this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations,

investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including the specific means, methods, techniques, sequences, and procedures of construction if any, expressly required by the Contract Documents and Plan Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract and Plan Documents, and all additional examinations, investigations, explorations, tests, studies, and data.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7. CONTRACT DOCUMENTS

7.01 The Contract and Plan Documents consist of the following:

- Notice to Bidders
- Information for Bidders
- Bid Form
- Agreement
- Notice of Award
- General Conditions
- Specifications
- Addenda (if any)
- Attachments or Exhibits shall include CONTRACTOR'S BID and other documentation submitted by CONTRACTOR.

ARTICLE 8. MISCELLANEOUS

8.01 Assignment of Contract – No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consents (except to the extent that the effect of this restriction may be limited by Laws and Regulations), and unless specifically stated to the contrary in any written consent to

an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.02 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.03 Indemnity and Hold Harmless - CONTRACTOR shall indemnify and hold harmless OWNER, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any act or omission, whether negligent or otherwise, of CONTRACTOR which causes death, personal injury or property damage or loss to any person or party, or a violation of any right of any person or party protected by law. CONTRACTOR is not responsible for any acts or omissions of OWNER or OWNER'S officers and employees.

8.04 Severability – Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provision shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on date of OWNER'S signature (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

CITY OF PLYMOUTH

By: _____
Donald O. Pohlman

By: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Sabrina Dittman

Attest: _____

Title: _____

Title: City Clerk

Address for giving notices:

Address for giving notices:

Plymouth City Hall
P.O. Box 107
Plymouth, WI 53073

This to certify that provisions have been made to pay for the liability that will accrue under this Contract.

Sabrina Dittman

NOTICE TO PROCEED

To: _____

Date: _____

PROJECT: 2019 SIDEWALK REPAIR

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____ and you are to complete the WORK by **October 12, 2019**.

By: The City of Plymouth

Name: _____
Cathy Austin, P.E.

Title: Director of Public Works / City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
Is hereby acknowledged by

this _____ day of _____ 2019

By _____

Title _____

2019 SIDEWALK REPAIR PROJECT – MANUAL SALES TAX EXEMPTION

New Sales and Use Tax Exemption Effective January 1, 2016- Building Materials That Become Part of a Local Government or Qualifying Nonprofit Facility Section 77.54(9m), Wis. Stats. (2013-14), as created by 2015 Wis. Act 126, provides an exemption from sales and use tax exemption for property sold to a construction contractor who, in fulfillment of a real property construction activity, transfers the property to a qualifying exempt entity, if the property becomes part of a facility in Wisconsin that is owned by the qualifying exempt entity. The Plymouth Wash Room will be owned by the City of Plymouth and sales tax should be deducted from the cost of this project. Attached is a summary of the law change from the Wisconsin Department of Revenue.

Wisconsin Tax Bulletin 192 - January 2016

New Sales and Use Tax Exemption Effective January 1, 2016- Building Materials That Become Part of a Local Government or Qualifying Nonprofit Facility

Section 77.54(9m), Wis. Stats. (2013-14), as created by 2015 Wis. Act 126, provides an exemption from sales and use tax exemption for property sold to a construction contractor who, in fulfillment of a real property construction activity, transfers the property to a qualifying exempt entity, if the property becomes part of a facility in Wisconsin that is owned by the qualifying exempt entity. In order for the exemption to apply, the following criteria must be met:

1. The construction must be for a *qualifying exempt entity*;
2. The property must become *part of a facility* in Wisconsin that is owned by the exempt entity; and
3. The property must be *transferred to* the qualifying exempt entity.

1. What is a Qualifying Exempt Entity?

For purposes of this exemption, a qualifying exempt entity includes:

- Any county, city, village or town within Wisconsin
- Any public school district within Wisconsin
- A county-city hospital established under sec. 66.0927, Wis. Stats.
- A sewerage commission organized under sec. 28 1.43 (4), Wis. Stats.
- A metropolitan sewerage district organized under ss. 200.01 to 200.15 or 200.21 to 200.65, Wis. Stats.
- Any joint local water authority created under sec. 66.0823, Wis. Stats.
- Any nonprofit organization that holds a Wisconsin Certificate of Exempt Status (CES) number*
- A non-Wisconsin nonprofit organization if it is organized and operated exclusively for religious, charitable, scientific or educational purposes, or for the prevention of cruelty to children or animals (except hospital service insurance corporations), and no part of its net income inures to the benefit of any private stock- holder, shareholder, member, or corporation.

Note: A qualifying non-Wisconsin nonprofit organization is not required to obtain a Wisconsin CES number to be a qualifying exempt entity.

Additionally, a contractor's purchase of building materials used in a construction activity for any federally recognized American Indian tribe or band within Wisconsin is also exempt from sales and use tax if the construction activity occurs on the tribal reservation and the construction project will benefit the Tribe.

*CAUTION: Not all nonprofit organizations that are exempt from federal income and franchise taxes are qualifying exempt entities for purposes of this exemption. Many fraternal, social, and civic organizations are not qualifying entities (e.g., Chambers of Commerce, volunteer fire departments, professional organizations, labor organizations). A contractor should request the Wisconsin nonprofit organization's CES number and retain this number in its records to verify that the organization is a qualifying exempt entity.

This exemption also does not apply to facilities constructed for the following entities, even if the entity holds a Wisconsin CES number:

- A non-Wisconsin county, city, village or town
- A non-Wisconsin public school district
- A public college, university or technical college (regardless of whether Wisconsin or non-Wisconsin)
- A state governmental unit (regardless of whether Wisconsin or non-Wisconsin)
- A federal governmental unit
- A Wisconsin nonprofit organization that does not hold a Wisconsin CES number
- Individual Native American Tribe members

2. What is a "Facility?"

The exemption applies to property that becomes part of a "facility" located in Wisconsin that is owned by a qualifying exempt entity. "Facility" means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and waste water treatment facility, but does not include a highway, street, or road.

3. Can a Subcontractor "Transfer" the Property to the Exempt Entity?

A subcontractor's purchase of property qualifies for exemption if the property becomes part of a facility located in Wisconsin owned by a qualifying exempt entity. Although the subcontractor is providing a real property construction activity under contract with the general contractor, the property is ultimately transferred to a qualifying exempt entity upon completion of the contract between the general contractor and the qualifying exempt entity.

How to Claim the Exemption

A contractor who makes purchases that qualify for this exemption must provide a fully completed

exemption certificate to the seller. The contractor should check "other purchases exempted by law" on the certificate and enter "exempt under sec. 77.54(9m), Wis. Stats."

Note: A contractor who provides the seller an exemption certificate claiming an item will be used in this exempt manner, then uses it in a taxable manner, is liable for use tax on its purchase price of such items.

Documentation to Maintain

Retailers -The seller is not liable for Wisconsin sales tax on its sales of taxable products if, within 90 days of the sale, it receives a fully completed exemption certificate from the contractor indicating the contractor is using the items in an exempt manner. Sellers are required to maintain adequate records, including exemption certificates obtained from contractors, to identify that the sale is exempt.

Contractors- The contractor is required maintain records to verify that the exemption applies when the real property construction activity is performed on a facility owned by the qualifying exempt entity. This may be done by obtaining a nonprofit organization's CES number and maintaining contracts and invoices showing the work was for this qualifying exempt entity.

IMPORTANT: A contractor should request the Wisconsin nonprofit organization's CES number and retain this number in its records to verify that the organization is a qualifying exempt entity. Property used in a real property contract with a Wisconsin nonprofit organization that does not hold a Wisconsin CES number does not qualify for this exemption.

Although a qualifying *non-Wisconsin* nonprofit organization is not required to obtain a Wisconsin CES number to be a qualifying exempt entity, the contractor must be able to verify that the entity is organized and operated exclusively for religious, charitable, scientific or educational purposes, or for the prevention of cruelty to children or animals (except hospital service insurance corporations), and no part of its net income inures to the benefit of any private stockholder, shareholder, member, or corporation. For example, the non-Wisconsin qualifying organization may provide the contractor with a copy of its IRS 501(c) 3 exempt status determination letter.

CAUTION: Nonprofit organizations that the IRS exempts under another section of its code (e.g., 501(c) 6, 501(c) 7) are not qualifying exempt entities for purposes of this exemption. In addition, a Wisconsin state governmental unit that holds a CES number is not a qualifying exempt entity for purposes of this exemption.

For qualifying exempt entities that are not required to hold a CES number (e.g., a Wisconsin municipality), the contractor may retain the contract and invoices that indicate the work was performed for the qualifying exempt entity

Subcontractors - The same treatment applies to subcontractors as it does to contractors in the paragraphs above (i.e., provide exemption certificate to seller, maintain documentation). However,

a subcontractor may not have a contract indicating the real property construction activity is for the qualifying exempt entity. A subcontractor will need to ensure it can identify the Wisconsin location, on a bill of sale or invoice to the general contractor, where it performed the real property construction activity and verify that the property became part of a facility in Wisconsin owned by a qualifying exempt entity.

Transitional Provisions

This law first applies to contracts entered into on January 1, 2016 and thereafter. The exemption does not apply if the contractor purchases property after January 1, 2016 for a contract that was entered into prior to January 1, 2016.

The date the contract was entered into between the contractor and a qualifying exempt entity is used in determining whether the exemption applies. A change order to a contract amends the original contract, but does not nullify the original contract or change the date that the contract was entered into. Therefore, if a contract between the contractor and the exempt entity was irrevocably entered into prior to January 1, 2016, the exemption does not apply to property purchased to fulfill the contract. If the contract was not irrevocable and the original contract is cancelled and a new contract is entered into on January 1, 2016 or thereafter, the property used to fulfill the new contract may qualify for exemption.

Tax Seminars- Wisconsin/Minnesota Sales and Use Tax Basics

The Wisconsin and Minnesota Departments of Revenue will present a series of free sales and use tax seminars in March and April 2016. The seminars will provide an overview of Minnesota and Wisconsin sales and use tax laws for companies that do business in both states. They are designed for business owners, bookkeepers, purchasing agents and accountants who need a working knowledge of each state's laws and how to meet their obligations. Topics covered will include:

- Who needs to register for sales and use taxes in Minnesota, Wisconsin or both states
- What cities, counties and other jurisdictions in each state have local taxes
- What's taxable in each state
- Exceptions to the general taxation rules and exemptions
- How and when to use or accept an exemption certificate

Seminar dates, times, and locations, as well as registration information, is available on the Wisconsin Department of Revenue's Sales and Use Tax Training web page.

Exhibit A:
Special Provision

Exhibit B:
Sidewalk Locations as of
March 7, 2019

SPECIAL PROVISIONS SIDEWALK REPAIRS

1. GENERAL SCOPE

Perform the work under this construction contract for 2019 Sidewalk Repair Project in Plymouth, Wisconsin per location specified by the City and execute the work as specified in the State of Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction, latest Edition as published by the department and these special provisions. In case of conflicting specifications, the City of Plymouth Specifications shall take precedence.

This project consists of removing and replacing damaged concrete sidewalks, restoring adjacent areas and all incidental items necessary to complete the work as specified.

2. SITE LOCATION

Exact site locations will be given to the awarded contractor with the authorization to proceed. A list of current property address is given provided in Exhibit A, however additional properties will be added to expense the City's budget. The City will mark the sidewalk squares that are to be removed and replaced.

3. PROJECT TIMELINE AND HOLIDAY RESTRICTIONS

The deadline for this contract is October 12, 2019. The Contractor may perform this work any time after the authorization to proceed up to the contract deadline. However, once the Contractor starts the work they shall be completed with the project within three (3) weeks.

Contractor may not perform work on the following holidays and shall have any open areas filled prior to the holidays as listed below:

Friday, May 24, 2019 at 4:00 p.m. until Tuesday, May 28, 2019 at 7:00 a.m.

Wednesday, July 3, 2019 at 4:00 p.m. until Monday, July 8, 2019 at 7:00 a.m.

Friday, August 30, 2019 at 4:00 p.m. until Tuesday, September 3, 2019 at 7:00 a.m.

4. INSURANCE REQUIREMENTS

The Contractor shall supply a certificate of insurance in the amount listed below prior to the notice to proceed.

Public Liability Insurance:

With the City as a named insured, in the following named amounts: \$1,000,000 for any one person; \$1,000,000 for any one accident; and \$1,000,000 for property damage resulting from the Independent Contractor's performance of this contract.

Workers Compensation Insurance:

A certificate of insurance showing coverage as required by Wisconsin State Law.

5. WORK TO BE DONE AT THE CONTRACTOR’S RISK

All work to be done under the contract documents from commencement until the final acceptance of such work shall be done entirely at the Contractor’s risk. No partial payment for, or partial acceptance of any part of the work shall absolve the Contractor from such risk. The Contractor is responsible for maintaining all traffic control devices as well as sidewalk closure signs and barricades until such time that all hazard areas are removed. It shall be the Contractor’s responsibility to protect all work, including but not limited to all wet concrete curb and gutter, concrete sidewalks, and concrete curb ramps from any vandalism or graffiti.

6. PUBLIC CONVENIENCE AND SAFETY

The Engineer reserves the right to regulate the time of usage or to prohibit the use of any kind of tools, equipment or plant which may cause objectionable smoke, noises, odors, or damage to property. The Contractor shall not operate motorized construction between the hours of 7:00 PM and 7:00 AM unless prior written approval is obtained from the Engineer.

The Contractor shall not work on Saturdays or Sundays unless prior written approval is obtained from the Engineer.

The Contractor shall contact property owners 24 hours prior to any removal operations that will result in a loss of access to the property owner’s driveway. The notification shall consist of a written notice delivered to the homeowner and contain the following information.

- Sequence of operations between loss of access and when access will be returned. (If there will be a greater than 48-hour time frame between removal operations and replacement operations include a statement that driveways will be ramped with aggregate to allow temporary access and state that a second notice will be deliver a minimum of 24 hour prior to replacement options commencing)
- Timeframe of when property owners will be able to access driveway again.
- Contractor contact information should property owner have questions regarding timeframe.

7. UTILITIES

Prior to any work the contractor is responsible to contact Digger’s Hotline to obtain utility locations and utility clearance within the work limits.

8. DISPOSAL OF MATERIAL

Material may be trucked to the City Landfill on Highway 67 approximately ½ mile west of the Highway 67 and County Road S intersection. Disposal of the material shall be included in the cost of the sidewalk.

9. PROJECT AREA AND CLEANLINESS

The Contractor shall dispose of any garbage (i.e. lunch snacks, soda cans, cigarette cartons, fruit cores...) within the project limits at any time. The burial of such debris is unacceptable and will not be tolerated.

10. RESTORATION

All work under this section shall conform to WisDOT Standard Specifications Section 625, 627, 629, and 630 with the following exception.

The Contractor shall repair disturbed lawn areas adjacent to construction by placing **pulverized** topsoil and seed for areas disturbed within the construction limits. The Contractor shall backfill all lawn areas up to top of topsoil within five (5) working days of replacement of the concrete.

Seed mixture shall be Mixture No. 40 per Section 630.

Restoration shall be incidental to the price of sidewalk removal and replacement.

11. SAW CUTTING

Saw cutting shall conform to WisDOT Standard Specification Section 690 and shall be considered incidental to the contract and be included in the price for removal and replacement of materials.

12. REMOVING CONCRETE SIDEWALK

All work under this section shall conform to WisDOT Standard Specifications Section 204 with the following exception.

The Engineer will mark out all locations for concrete sidewalk removal. Only those areas marked, or as directed for the Engineer shall be considered pay items. If concrete sidewalk is shown on the plan to be removed but has not been marked by the Engineer, clarify with the Engineer prior to the removal of that concrete sidewalk.

All concrete sidewalk shall be saw cut at the nearest appropriate joint prior to its removal. Any concrete sidewalk removals conducted without a clean, full-depth saw cut at the nearest joint shall have a new clean saw cut edge cut before the expansion joint leaving no less than a 4-foot length of walk. All saw cutting at a defined joint is inclusive to this bid item.

Any concrete sidewalk cracked, settled, chipped or marred due to construction operations shall be considered damaged. The Contractor shall remove and replace the damaged concrete sidewalk to the extent required by the Engineer at the contractor's expense.

13. BASE AGGREGATE DENSE 1 1/4 -INCH

All work under this section shall conform to WisDOT Standard Specifications Section 305 with the following exception.

This item shall be considered incidental to the SF price of the remove and replace concrete sidewalk 4-inch and 6-inch and the new concrete sidewalk 4-inch and 6-inch.

Under new concrete sidewalk the base aggregate shall be 4-inches thick under the 4-inch sidewalk and shall be 6-inches thick under the 6-inch sidewalk.

14. REMOVE AND REPLACE CONCRETE SIDEWALK 4-INCH AND 6-INCH

All work under this section shall conform to WisDOT Standard Specifications Section 602 with the following exceptions.

Grading:

The subgrade for all public sidewalk shall be pitched away from the private property at a slope of one-quarter (1/4") inch per one foot or as directed by the Engineer.

Dimensions:

Public sidewalks constructed within a city block shall conform to the prevailing width of other sidewalks within said block. Where there is no prevailing paved sidewalk width within a given city block, public sidewalks shall be five (5') feet in width unless otherwise directed by the Engineer.

Finishing:

The Contractor shall stamp their name or the name of the Contractor's firm together with the year in which the sidewalk is laid in every sidewalk they build, parallel to a transverse joint. The Contractor shall have such stamp approved by the Engineer prior to commencing any work.

At no point during the finishing process will the Contractor be allowed to add, spray, or sprinkle additional water to the surface to aid in the finishing of the curb and gutter section.

Protection and Curing:

Curing compound shall be the "white pigmented" and comply with ASTM C309 converge requirements at the manufacturer's recommended application rate.

The use of epoxy cement or the placement of a skim coat of concrete cream over the damaged areas will not be acceptable remedy any damage or defect in the sidewalk surface. Any damaged sidewalk shall be repaired or replaced at the Contractor's expense.

Root Removal:

The City will provide root grinding services. City stall will grind roots when needed at no additional cost to the contractor. A minimum of 48-hours' notice is needed to coordinate root removal.

Payment:

Concrete sidewalks will be paid per the installed Square Foot (SF) at the unit price on the Quote Form. The SF price includes furnishing, hauling, base aggregate, placing all materials including expansion joint, site restoration, and all other work necessary to complete the work as described in these specifications.

15. NEW CONCRETE SIDEWALK 4-INCH AND 6-INCH

All work under this section shall conform to WisDOT Standard Specifications Section 602 with the following exceptions as listed above under #14 and the following:

The Contractor shall provide the necessary dense aggregate as specified under #13 as listed above and shall be part of the sidewalk cost.

**City of Plymouth
Sidewalk List as of March 7, 2019**

House No.	Street / Location	Estimated Number of Squares
134	S. Bruns Avenue	2
	SW corner of S. Bruns Avenue and Eastern Ave	1
	Eastern Avenue (south side by Piggly Wiggly crosswalk)	1
39	Selma Street	1
121	Selma Street	1
56	Selma Street	1
909	Eastern Avenue	1
821	Eastern Avenue	1
817	Eastern Avenue	2
15	South Street (40' north of DW)	1
808	Reed Street	1
104	Lolie Court	2
	Selma Street - South of Reed on W side of road	2
	Selma Street - South of Reed on E side of road	2
703	McColm Street	1
628	McColm Street	2
502	McColm Street	2
520	McColm Street	1
318	Mead Avenue	1
	SE Corner of Eagan Street & Reed Street - on Eagan Street 80 ft south	1
238	South Street	1
237	Mead Avenue	1
221	Mead Avenue	1
	SW Corner of Reed Street & Mead Avenue 4th & 15th Slabs south of Reed Street	2
208	Mead Avenue	3
30	Mead Avenue	3
110	Mead Avenue	1
	SW Corner of Mead Avenue & Collins Street	1
625	Collins Street (by DW)	1
707	Collins Street	2
20	South Street	1
405	Huson Court	1
135	S. Milwaukee Street	2
129	S. Milwaukee Street	5
113	S. Milwaukee Street	1
3	S. Milwaukee Street	1
36	S. Milwaukee Street	1
158	S. Milwaukee Street	1
210	S. Milwaukee Street	1
232	S. Milwaukee Street	1
	S. Milwaukee & Eastman - on Easement	1
313	W. Riverbend	1
107	W Eastman - SE Corner of W Eastman & Riverbend	1
308	S. Milwaukee Street	2
318	S. Milwaukee Street	1
	Summit St - on South side bewteen 3rd and 4th DW of SJB	2
6	S. Park Place	1
28	S. Park Place	1
423	Summit Street	1
623	Summit Street	2
	Walton Drive - New sidewalk along pond property - NEW SIDEWALK	27