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REQUEST FOR QUOTES:  
2023 SIDEWALK REPAIR PROJECT

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QUOTES DUE:  
JULY 12, 2023 AT 11:00 AM

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



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**Exhibit A: Special Provisions**

**Exhibit B: Tentative Sidewalk Locations**

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

QUOTES will be received for the 2023 SIDEWALK REPAIR PROJECT until **11:00 A.M., on July 12, 2023.**

Each QUOTE must be in a sealed envelope and must be plainly marked on the outside as **“QUOTE for 2023 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:

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, download from [Bids and RFPs | Plymouth Wisconsin \(plymouthgov.com\)](#), or emailed. Please contact Cathy Austin at [caustin@plymouthutilities.com](mailto:caustin@plymouthutilities.com) to request an emailed copy.

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 Any QUOTE may be withdrawn prior to the above scheduled time before the deadline.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

**2023 SIDEWALK REPAIR PROJECT**  
**QUOTES DUE: JULY 12, 2023 AT 11:00 A.M.**

**QUOTE SHALL BE SUBMITTED TO:**

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

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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	1,750	SF		
Remove & Replace 6-INCH Concrete Sidewalk	225	SF		

**TOTAL PROJECT \$**

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\*Quantities are estimates only\*

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**

# 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: **2023 SIDEWALK REPAIR PROJECT.**

## 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 November 3, 2023. 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 – 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. If the CONTRACTOR work is not satisfactory, 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
- Quote Form
- Agreement
- 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: \_\_\_\_\_  
Cathy Austin

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

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

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

**Exhibit A:**  
**Special Provision**

## **SPECIAL PROVISIONS SIDEWALK REPAIRS**

### **1. GENERAL SCOPE**

Perform the work under this construction contract for 2023 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. 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 November 3, 2023. 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 four (4) weeks, unless otherwise approved by the City.

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

Friday, September 1, 2023 at 4:00 p.m. until Tuesday, September 5, 2023 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.

#### 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.



**Exhibit B:**  
**Sidewalk Locations as of**  
**June 21, 2023**

## Sidewalk Replacement Program 2023

Location	Number of Squares
SJB South Parking Lot Summit St	3
423 Summit St	1
28 S. Park Pl	2
10 S. Park Pl	2
1305 Roberts Pl on S. Bruns Ave	1
134 S. Bruns Ave	2
S.W. Corner of S. Bruns Ave & Eastern Ave	3
229 Dewey Ln	2
121 Hein Ave	2
1004 Reed St	2
117 Selma St	1
25 Selma St	2
118 Selma St	1
930 Reed St on Selma St	1
808 Reed St	1
1025 Reed St	1
803 Reed St	1
SW Corner of Reed St & Selma St	1
243 South St	3
325 South St	1
104 South St	1
20 South St	1
135 Mead Ave	1
30 Mead St	6
516 Reed St	1
132 Huson Ct	1
519 Reed St on Mead Ave	1
602 E. Clifford St on Mead Ave	2
141 S. Milwaukee St	10
135 S. Milwaukee St	
129 S. Milwaukee St	2
113 S. Milwaukee	1
3 S. Milwaukee	1
Stafford St (By Bridge)	2
232 S. Milwaukee St	4
325 W. Riverbend Dr	2
313 W. Riverbend Dr	1
308 S. Milwaukee St	7
318 S. Milwaukee St	2
210 S. Milwaukee St	1
190 S. Milwaukee St	1
42 S. Milwaukee St	1

The project will stop once the City reaches their budgeted amount.