

Contract Routing Form

ROUTING: Routine

printed on: 04/03/2018

Contract between: Tri-County Paving, Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Resurfacing 2018- Asphalt Pavement Pulverizing, Milling & Paving

Contract No.: 8099
 Enactment No.: RES-18-00211
 Dollar Amount: 1,199,994.40

File No.: 50486
 Enactment Date: 03/23/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-3-18	4-3-18
Director of Civil Rights	4.3.18	4.5.2018 FWS
Risk Manager	4.6.18	4.6.18 mcl
Finance Director	4.6.18	4/9/18 mcl
City Attorney	382 4-9-18	4-10-18
Mayor	04.10.2018	04.11.2018

Please return signed Contracts to the City Clerk's Office
 Room 103, City-County Building for filing.

Original + 2 Copies

04/03/2018 12:24:36 encmb - Shawn Beer, 267-1970

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 1,199,994.40
 AA Plan: approved
 Amendment / Addendum # _____
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW Goal / Loan / Agrmt

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File #:	50486	Version: 1	Name:	Awarding Public Works Contract No. 8099, Resurfacing 2018 - Asphalt Pavement Pulverizing, Milling and Paving.
Type:	Resolution		Status:	Passed
File created:	2/7/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	3/20/2018		Final action:	3/20/2018
Enactment date:	3/23/2018		Enactment #:	RES-18-00211
Title:	Awarding Public Works Contract No. 8099, Resurfacing 2018 - Asphalt Pavement Pulverizing, Milling and Paving.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8099.pdf</u>			

[History \(3\)](#) [Text](#)

Fiscal Note

The proposed resolution awards the contract for the planned asphalt pavement pulverizing component of the resurfacing work in 2018 at an estimated amount of \$1,236,000. The adopted 2018 capital budget for Engineering Major Streets includes \$15.5 million for the Pavement Management program which is inclusive of the 2018 planned resurfacing projects (MUNIS 10540).

Title

Awarding Public Works Contract No. 8099, Resurfacing 2018 - Asphalt Pavement Pulverizing, Milling and Paving.

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 8099) for itemization of bids.

SAR

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8099
RESURFACING 2018 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

TRI-COUNTY PAVING, INC.

\$1,199,994.40

Acct. No. 11674-402-170:54410 (91396)	\$1,026,460.90
Contingency 3%±	<u>30,799.10</u>
Sub-Total	\$1,057,260.00

Acct. No. 11674-402-200:54410 (91396)	\$159,318.50
Contingency 3%±	<u>4,781.50</u>
Sub-Total	\$164,100.00

Acct. No. 83252-54410: (91345)	\$1,800.00
Contingency 3%±	<u>50.00</u>
Sub-Total	\$1,850.00

Acct. No. 83257-54445: (91396)	\$8,815.00
Contingency 3%±	<u>265.00</u>
Sub-Total	\$9,080.00

Acct. No. 86100-54410: (91360)	\$3,600.00
Contingency 3%±	<u>110.00</u>
Sub-Total	\$3,710.00

GRAND TOTAL	<u>\$1,236,000.00</u>
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Jurisdiction: Wisconsin

Demographics

Company Name: Granite Re, Inc.
Short Name:
SBS Company Number: 54219575
NAIC CoCode: 26310
FEIN: 73-1282413
Domicile Type: Foreign
State of Domicile: Oklahoma
Country of Domicile: United States
NAIC Group Number: 7 - FEDERATED MUT GRP
Organization Type: Stock
Date of Incorporation: 11/13/1986
Merger Flag: No

Address

Business Address

Not Available
 Not Available, UN 99999
 United States

Mailing Address

14001 Quailbrook Dr
 Oklahoma City, OK 73134
 United States

Statutory Home Office Address

14001 Quailbrook Dr
 Oklahoma City, OK 73134
 United States

Main Administrative Office Address

14001 Quailbrook Dr
 Oklahoma City, OK 73134
 United States

Phone, E-mail, Website

Phone

Type	Number
Mailing Primary Phone	(405) 752-2600
Mailing Fax Phone	(405) 749-6800
Mailing Toll Free Phone	(800) 440-5953
Statutory Home Office Primary Phone	(405) 752-2600
Statutory Home Office Fax Phone	(405) 749-6800
Statutory Home Office Toll Free Phone	(800) 440-5953
Main Admin Office Primary Phone	(405) 752-2600
Main Admin Office Fax Phone	(405) 749-6800
Main Admin Office Toll Free Phone	(800) 440-5953

Email

No results found.

Website

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Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 11/14/2001
Effective Date: 11/14/2001
Legacy State ID: 111641
Issue Date: 11/14/2001
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	01/31/2017	03/01/2018	03/15/2019
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Property	01/31/2017	03/01/2018	03/15/2019
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual		03/21/2012	03/01/2017	03/15/2019

First	Previous	1	Next	Last
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Line Of Business

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First Previous **1** Next Last

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI 53703 United States

First Previous **1** Next Last

Company Merger

No results found.

Name Change History

Filter

Previous Name	New Name	Effective Date
	Granite Re, Inc.	

First Previous **1** Next Last

\$1,199,994.40
FILE

BID OF TRI-COUNTY PAVING, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

CONTRACT NO. 8099

MUNIS NO. 11674

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 20, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO. 8099**

INDEX

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

Displays available in Bid Express:

Paving Walk Sheets 2018

2018 Drake Pavement Markings

This Proposal, and Agreement have
been prepared by:

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



Robert F. Phillips, P.E., City Engineer

RFP: sb

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO.:	8099
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	FEBRUARY 16, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 15, 2018
BID SUBMISSION (2:00 P.M.)	FEBRUARY 22, 2018
BID OPEN (2:30 P.M.)	FEBRUARY 22, 2018
PUBLISHED IN WSJ	FEBRUARY 8 & 15, 2018

SBE PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8099

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

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

SECTION 102.12 **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 **SCOPE OF WORK**

This contract includes pulverizing, milling and paving various streets that are included with the resurfacing program.

This contractor shall be required to coordinate with the other contractors performing work on the resurfacing program contracts.

In addition to the pulverizing and milling streets, there are three (3) new subdivision locations that require surface paving: Hawks Valley Phase 2, Woods Farm Phase 1, and Birchwood Point Phases 4 & 5. All work required prior to paving is included in this contract. This work includes wedge cut grinding butt joints and around SASs, tack, and raising valve boxes to grade. Raising valve boxes to final grade on all the Groups shall be considered incidental to paving. If, however, excavation is required to adjust the valve box, the contractor shall be paid for this work with bid items.

One City of Madison Engineering lift station shall be paved. Engineering staff shall remove the existing asphalt and rough grade the parking lot to within two inches of final gravel grades and restore the site with topsoil, seed and matting. The contractor shall fine grade, and place the Hot Mix Asphalt. The HMA shall be HMA Pavement 4 LT 58-28 S, placed in one lift of 3 inches.

<u>LOCATION OF LIFT STATION</u>	<u>AREA</u>
1550 COMANCHE GLEN	410 SY

SECTION 105.6 **CONTRACTORS RESPONSIBILITY FOR WORK**

The Contractor shall have at all times during the progress of construction one Superintendent as the agent for the Contractor on this work, who is thoroughly understanding of all aspects of the Resurfacing Program and shall receive instructions from the Engineer. The contractor shall verify that all valve castings operate and SAS and utility castings are in place and sealed before acceptance of the pulverized and shaped or milled street. The contractor shall repair as required by the Engineer.

SECTION 105.12 **COOPERATION OF THE CONTRACTOR**

The City of Madison has been given to understand that the following work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the

work by others and to make corrections in his/her construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

MG&E will be replacing natural gas mains and services on the following streets:

HAWSER RD ANCHORAGE AVE CABLE AVE BEACH ST

The City of Madison Engineering Division will be awarding a contract for curb & gutter replacement and casting adjustment (contract 8098) in conjunction with this contract.

Contractor shall install pavement markings, within two (2) working days of surface paving, as included in this contract on the following streets:

DRAKE ST
WESTFIELD RD

Contractor shall install pavement markings, the same day as surface paving, as included in this contract on the following streets: There are no streets with pavement markings needed on the same day as surface paving in this contract.

Traffic Engineering shall install pavement markings on the remaining streets as needed.

Traffic Engineering crews will be replacing or adding traffic signal loops after the pulverizing or milling and before the paving on the following streets with signal loops: There are no roads needing signal loops at this time.

Streets may be deleted or added to the above list. The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering 48 hours, (Bill Gilbertson 266-4767), prior to final paving.

Cost to repair damage to traffic signal loops that occur after their installation due to Contractor negligence, and cost for extra work to install the traffic signal loops in newly paved streets due to improper notice to the Traffic Engineering Division, will be deducted from the contract.

SECTION 105.13 ORDER OF COMPLETION

Prior to beginning operations under this contract, Contractors involved in the Resurfacing Program shall meet collectively with the Engineer, at the pre-construction meeting, to establish a tentative list in what street order they will proceed. The Engineer shall have final approval regarding the tentative list.

The Contractor shall proceed on this contract so as not to cause delays to the contracts as noted in section 105.12. Delay costs in accordance with section 109.9 "**LIQUIDATED DAMAGES**" of the Standard Specification shall be assessed for each day that the contractors on the above listed contracts are delayed.

SECTION 106.1 SOURCE OF SUPPLY AND QUALITY

No work shall begin on this contract until such time that asphalt mix design(s) are approved by the City of Madison.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to businesses shall be maintained at all times.

The contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer. Glenn Stephens Elementary School abuts Cable Ave and Beach St. The back parking lot to the school (located at Beach St and Cable Ave) shall remain accessible at all times during construction. Coordination with the school can be made by calling the office at (608) 204-1900.

All work on Group C - Drake Street shall be completed prior to June 1st.

SECTION 107.6 DUSTPROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours

The Traffic Control Plan shall be submitted to the office of the City Traffic Engineer, at 30 W. Mifflin St, Suite 900, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plans shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop approved Traffic Control Plans. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall submit acceptable Traffic Control Plans for the following streets to be resurfaced:

WESTFIELD RD DRAKE ST

Contact Thomas Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

Refer to section 403.1 of the City of Madison Standard Specifications for Traffic Control.

Traffic Control and Mobilization shall be paid per the following street groupings:

GROUP A
ANCHORAGE AVE
BEACH ST
CABLE AVE
HAWSER RD

GROUP C
DRAKE ST

GROUP D
HAWKS VALLEY

GROUP B
WALNUT GROVE DR
WHITACRE RD
OLDFIELD RD
FARMINGTON CT

GROUP E
WOODS FARM

GROUP F
BIRCHWOOD PT (PH 4 & 5)

FARMINGTON WAY
HARWOOD CIR N
HARWOOD CIR S
STONECREST CIR
ROUND HILL CIR
SPRINGWOOD CIR
FOXBORO CIR
RYE CIR

If streets are added or deleted to Group A through Group F, compensation shall be increased or decreased for the change in Traffic Control.

The unit price bid for items 10701R, 10701S or 10701T shall be used for additions and deletions to the groups above or if additional streets are added.

The unit price bid for item 10911R shall be used for additions and deletions to the groups above or if additional streets are added.

BID ITEM 10701R – TRAFFIC CONTROL – LOCAL STREET (undistributed)

DESCRIPTION

This bid item shall be used for streets added/deleted to the list of streets contained in this contract. Local streets are those streets defined as "LOCAL" on the City of Madison Highway and Street Functional Classification Map. Work under this item shall include providing traffic control in accordance with Section 403.1 of the City of Madison Standard Specifications and the Federal Highways Administration "Manual on Uniform Traffic Control Devices" (MUTCD).

METHOD OF MEASUREMENT

Traffic control – Local street shall be measured by the unit of Each per street added/deleted to the contract.

BASIS OF PAYMENT

Traffic Control – Local Street measured as provided above shall be paid for at the contract unit price per Each which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.

BID ITEM 10701S– TRAFFIC CONTROL – MAJOR STREET, TWO LANES (undistributed)

DESCRIPTION

This bid item shall be used for streets added/deleted to the list of streets contained in this contract. Major streets, two lanes are defined on the City of Madison Highway and Street Functional Classification Map. Work under this item shall include providing traffic control in accordance with Section 403.1 of the City of Madison Standard Specifications and the Federal Highways Administration "Manual on Uniform Traffic Control Devices" (MUTCD).

METHOD OF MEASUREMENT

Traffic control – Major Street, two lanes shall be measured by the unit of Each per street added/deleted to the contract.

BASIS OF PAYMENT

Traffic Control – Major Street, two lanes measured as provided above shall be paid for at the contract unit price per Each which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.

BID ITEM 10701T- TRAFFIC CONTROL - MAJOR STREET, MORE THAN TWO LANES (undistributed)

DESCRIPTION

This bid item shall be used for streets added/deleted to the list of streets contained in this contract. Major streets, more than two lanes are defined on the City of Madison Highway and Street Functional Classification Map. Work under this item shall include providing traffic control in accordance with Section 403.1 of the City of Madison Standard Specifications and the Federal Highways Administration "Manual on Uniform Traffic Control Devices" (MUTCD).

METHOD OF MEASUREMENT

Traffic control - Major Street, more than two lanes shall be measured by the unit of Each per street added/deleted to the contract.

BASIS OF PAYMENT

Traffic Control - Major Street, more than two lanes measured as provided above shall be paid for at the contract unit price per Each which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.

PEAK HOUR RESTRICTIONS

The Contractor and any subcontractor for the Street Resurfacing Program shall be required to adhere to peak hour traffic restrictions between the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m. on the below listed streets. No work shall be done between these hours.

WESTFIELD RD

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before **MAY 1, 2018**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091). The work called for by this contract shall be completed in **SIXTY - FIVE (65) WORK DAYS**. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown or the actual date work begins whichever is sooner.

All work on Group C - Drake Street shall be completed prior to June 1st.

Work in Group B shall be completed in phases. At no time shall more than 50% of the pavement be open to traffic on pulverized surface unless approved by Engineer.

Work can occur simultaneously in both phases. However, once a contractor starts work on a phase they shall continue work in that phase until completion.

No extra compensation will be paid for additional mobilization.

SECTION 109.5 METHODS AND EQUIPMENT

The Contractor shall inspect and certify, in writing, that all sewer access points are in place, sealed and free of debris prior to leaving each site. If there is any debris in the sewer access points that the Contractor feels is not their responsibility they shall promptly bring it to the attention of the Project Engineer before beginning work. The paving contractor shall verify operation of all valve castings within 24 hours of placement of the lower layer of asphalt. Any repairs required to the new pavement shall be by infrared method or approved by Engineer.

BID ITEM 90001 – LIFT STATION PAVING

DESCRIPTION

One City of Madison Engineering lift station parking lot located at 1550 Comanche Glen shall be resurfaced. This work shall consist of fine grading and paving with HMA. As mentioned before, Engineering staff shall remove the existing asphalt and rough grade the parking lot to within two inches of final gravel grades. The HMA shall be HMA Pavement 4 LT 58-28 S, placed in one lift of 3 inches. The contractor shall place the gravel and HMA to the line and grade as established by Engineering. Restoration shall be completed by Engineering staff. All mobilization and traffic control shall be incidental to the above bid item.

METHOD OF MEASUREMENT

Lift Station Paving shall be measured by the unit Square yard.

BASIS OF PAYMENT

Lift Station Paving measured as stated above is full compensation for providing all materials except CABC; for fine grading; paving; equipment; labor; traffic control and mobilization and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 – DRAKE STREET ASPHALT REJUVENATOR

DESCRIPTION

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of Asphalt rejuvenator on Drake Street, which shall be Reclamite Emulsified Maltene-Based Asphalt Rejuvenating Agent or an approved equivalent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

The Contractor shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Project Engineer prior to beginning work.

MATERIALS

Material Specifications: The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four petroleum maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

THE ASPHALT REJUVENATOR SHALL MEET THESE SPECIFICATIONS:

Property	Test Method	Requirements	
		Min.	Max.
Viscosity @ 25°C, SFS	ASTM D244	15	40
Residue, w%	D244 (Mod) ³	60	65
Miscibility Test	D244 (Mod.) 2		Pass
Sieve Test, w%	D244(Mod.) ¹	-	0.1

Particle Charge Test	D244		Positive
Tests on Distillation Residue:			
Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00
Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/Saturates Ratio	D2006-70	0.5	
Asphaltenes, w%	D2006-70	1.0	
Saturated Hydrocarbons, w%	D2006-70	21	28

- 1- Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.
- 2- Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
- 3- ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

Material Performance: The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

The bidder must submit with their bid:

1. Asphalt Rejuvenator product name and descriptive literature. Literature shall be descriptive and detailed information and shall show it at least meets the material specifications.
2. A current Material Safety Data Sheet (MSDS) for the material.
3. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
4. Previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of two years by government agencies such as Cities, Counties, or DOT's.
5. Testing data from a minimum of five projects showing that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

CONSTRUCTION

Applicator Experience: The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The Contractor must submit with his bid a list of five (5) projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be present and in control of each day's work. The bidder shall submit at the preconstruction meeting a written experience outline of the project superintendent.

Application Temperature and Weather Limitations: The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40 degrees Fahrenheit or when temperatures are forecasted to fall below 35 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Construction Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Construction Engineer.

Handling of Asphalt Rejuvenating Agent: Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Construction Engineer.

Application Equipment: The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Construction Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1 to 4 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or tree lawns. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Construction Engineer.

Application of Rejuvenating Agent: The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated.

Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application. Application of the asphalt rejuvenating agent shall be on no more than one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center

of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of 60% rejuvenating agent and 40% water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Construction Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Construction Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Construction Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Construction Engineer.

Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Construction Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Construction Engineer, the Contractor shall take representative samples of material for testing.

Street Sweeping: The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Construction Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

Traffic Control and Safety: The Contractor shall schedule operations and carry out the work in a manner consistent with the traffic control specifications. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. The Contractor shall notify the Construction Engineer the schedule of treatment each day.

Spreading/Ordering of Sand or Screenings: The Contractor will furnish and apply sand or lime screenings as required by the Construction Engineer if the street is open to traffic. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract. Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by Construction Engineer. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of 1-4 pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

METHOD OF MEASUREMENT

Asphalt Rejuvenator shall be measured by the Square Yard acceptably installed.

BASIS OF PAYMENT

Asphalt rejuvenator, measured as provided above, will be paid for at the contract unit price, which shall be full compensation for furnishing all materials, equipment, sweeping, labor, testing and incidentals to complete the work as specified.

RESURFACING 2018 – PAVEMENT PULVERIZING & PAVING (Contract 8099)

<u>STREET</u>	<u>LIMIT</u>	<u>LIMIT</u>
<u>PULVERIZED STREETS</u>		
ANCHORAGE AVE	S ROSA RD	BEACH ST
BEACH ST	ANCHORAGE AVE	S END
CABLE AVE	BEACH ST	S HILL DR
HAWSER RD	SOUTH HILL DR	ISLAND DR
WALNUT GROVE DR	FARMINGTON WAY	N WESTFIELD RD
WHITACRE RD	FARMINGTON WAY	E END
OLDFIELD RD	WHITACRE RD	FARMINGTON WAY
FARMINGTON CT	FARMINGTON WAY	S END
FARMINGTON WAY	N GAMMON RD	N WESTFIELD RD
HARWOOD CIR N	FARMINGTON WAY	N END
HARWOOD CIR S	FARMINGTON WAY	S END
STONECREST CIR	FARMINGTON WAY	N END
ROUND HILL CIR	FARMINGTON WAY	S END
SPRINGWOOD CIR	WALNUT GROVE DR	S END
FOXBORO CIR	WALNUT GROVE DR	S END
RYE CIR	N WESTFIELD RD	E END
<u>MILLED STREETS</u>		
DRAKE ST	GRANT ST	MILLS ST

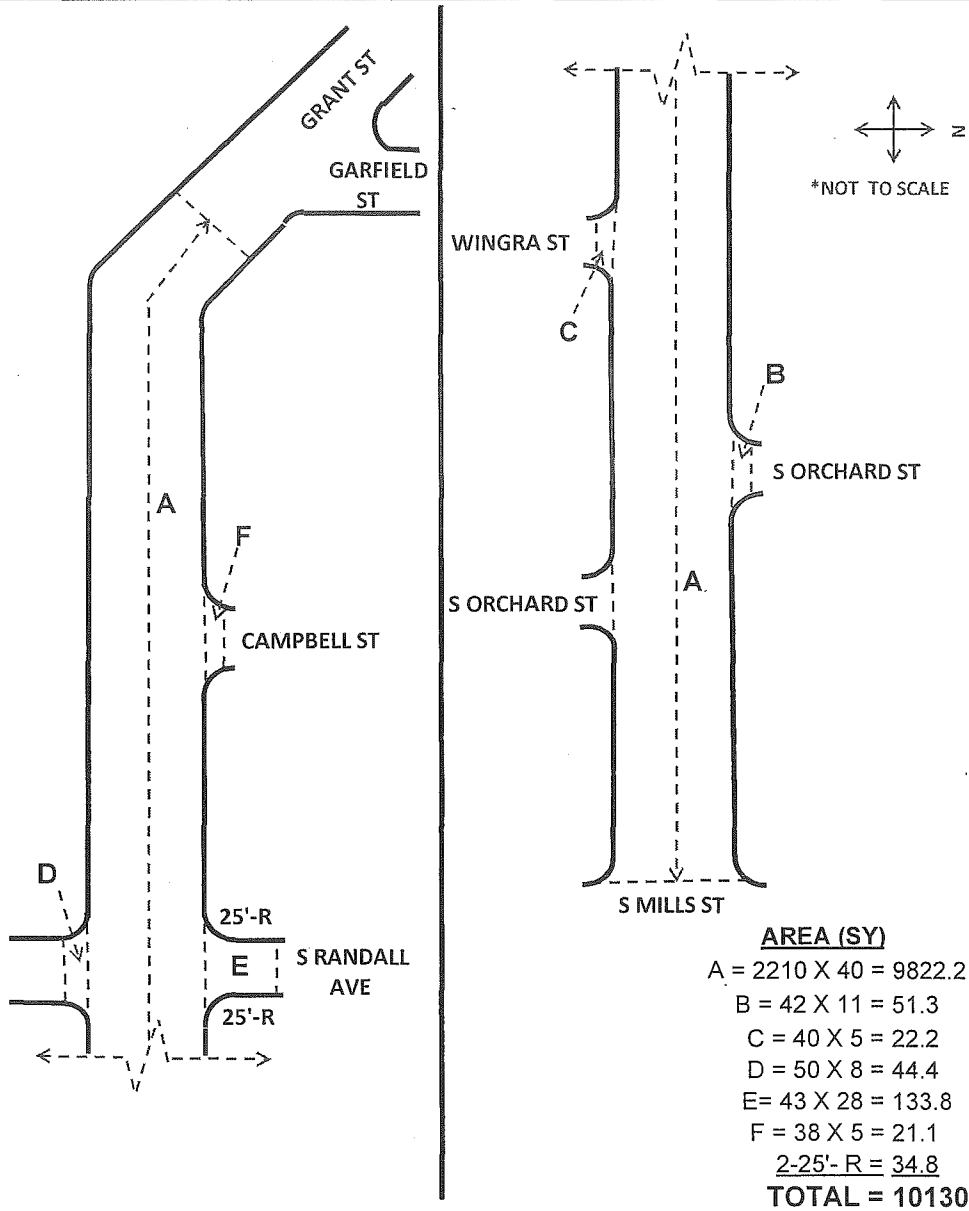
2018 RESURFACING - SUBDIVISIONS ESTIMATE

SUBDIVISION NAME	STREET	LIMITS		HMA MIX	SURFACE PVT (IN)	SURFACE AREA (SY)	WEDGE CUT GRINDING AREAS (SY)	HMA (TON)	TACK COAT (GAL)
		FROM	TO						
HAWKS VALLEY PHASE 2 PROJECT # 53B2401, CONTRACT # 2401	Raptor Drive	South of Ashworth Drive	Tiercel Drive	4 LT 58-28 S	2"	2285	100	290	115
	Ashworth Drive	West of Raptor	East of Raptor	4 LT 58-28 S	1.75"	1027	100	125	55
SUBDIVISION TOTAL						3312	200	415	170
WOODS FARM PHASE 1 PROJECT # 11581 CONTRACT # 7924	White Stage Pkwy & Black Stallion Dr	Blue Stone Trail	Pegasus Place	4 LT 58-28 S	2"	5078	70	620	270
	Oasis Trl & Borealis Ln & Blue Stone Trail	Black Stallion Dr	Brunette Downs Dr	4 LT 58-28 S	1.75"	2308	65	260	130
	Brunette Downs Dr & Woods Farm Rd	Twisted Pine Dr	Reiner Rd	4 LT 58-28 S	2"	3731	65	470	200
SUBDIVISION TOTAL						11117	200	1350	600
BIRCHWOOD POINT PHASE 4 PROJECT # 11092 CONTRACT # 2440	Rustling Birch Road	Sugar Maple Lane	East End	4 LT 58-28 S	1.75"	1700	50	180	85
	Meandering Way	Sugar Maple Lane	Rustling Birch Road	4 LT 58-28 S	1.75"	1260	50	135	65
SUBDIVISION TOTAL						2960	100	315	150
BIRCHWOOD POINT PHASE 5 PROJECT # 11004 CONTRACT # 7645	Windy Peak Rd & Arbor Mist Pass	Shady Birch Trail	Blue Moon Drive	4 LT 58-28 S	1.75"	800	50	85	50
SUBDIVISION TOTAL						800	50	85	50
GRAND TOTAL =						18189	550	2165	970

RESURFACING 2018

STREET NAME: DRAKE STREET

LIMITS: GARFIELD ST TO S MILLS ST



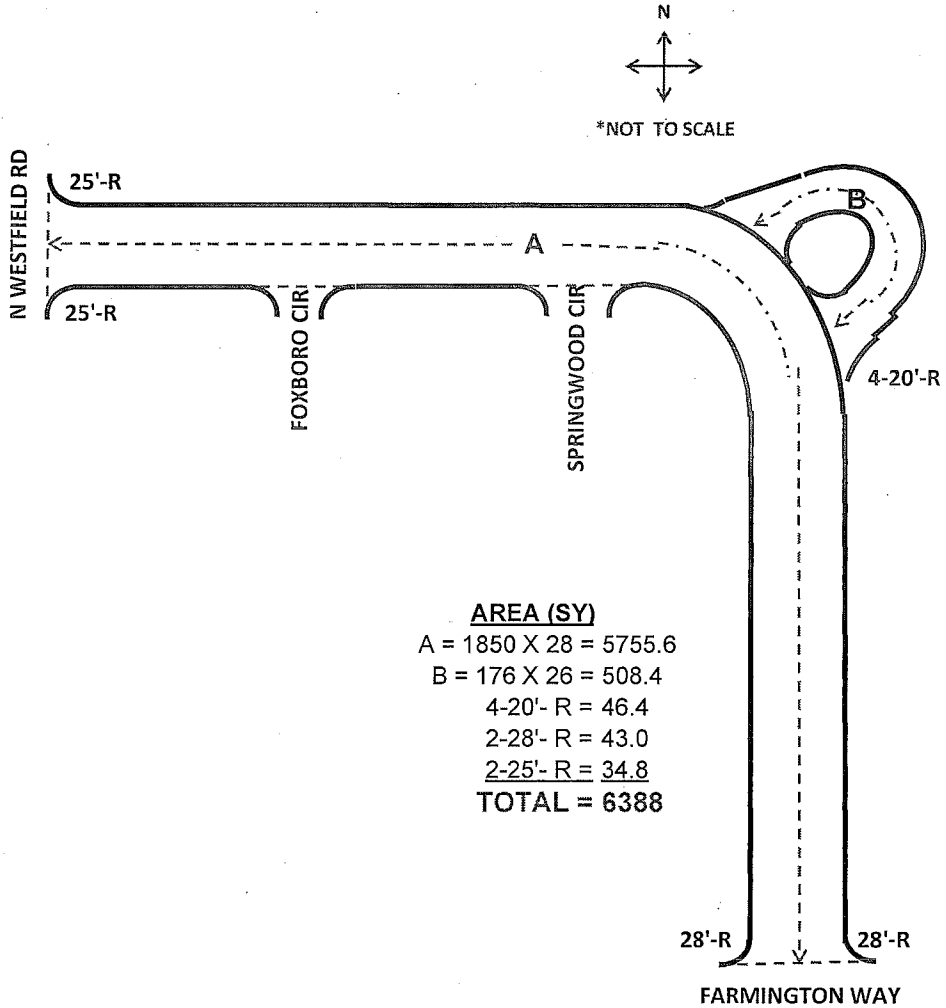
ITEMS

TACK COAT		600 GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	2" - 4 LT 58-28 S	1,275 TON
ESTIMATED UNDERCUT		CY
BASE PATCH GRINDING METHOD 2	ESTIMATED	100 SY
BASE PATCH GRINDING METHOD 3	ESTIMATED	100 SY
BASE PATCH GRINDING METHOD 5	ESTIMATED	100 SY
FULL WIDTH GRINDING		10,130 SY
PULVERIZE		SY

RESURFACING 2018

STREET NAME: WALNUT GROVE DR

LIMITS: N WESTFIELD RD TO FARMINGTON WAY



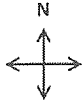
ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	1,150 TON
ESTIMATED UNDERCUT		1,280 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		6,388 SY

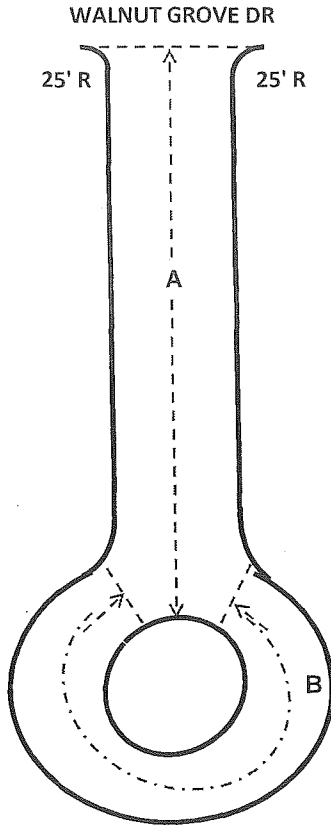
RESURFACING 2018

STREET NAME: FOXBORO CIRCLE

LIMITS: WALNUT GROVE DR TO SOUTH END



*NOT TO SCALE



AREA (SY)

A = 290 X 28 = 902.2

B = 260 X 26 = 751.1

2-25'-R = 34.8

TOTAL = 1688.1

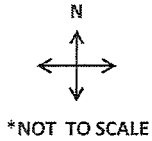
ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	310 TON
ESTIMATED UNDERCUT		330 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		1,690 SY

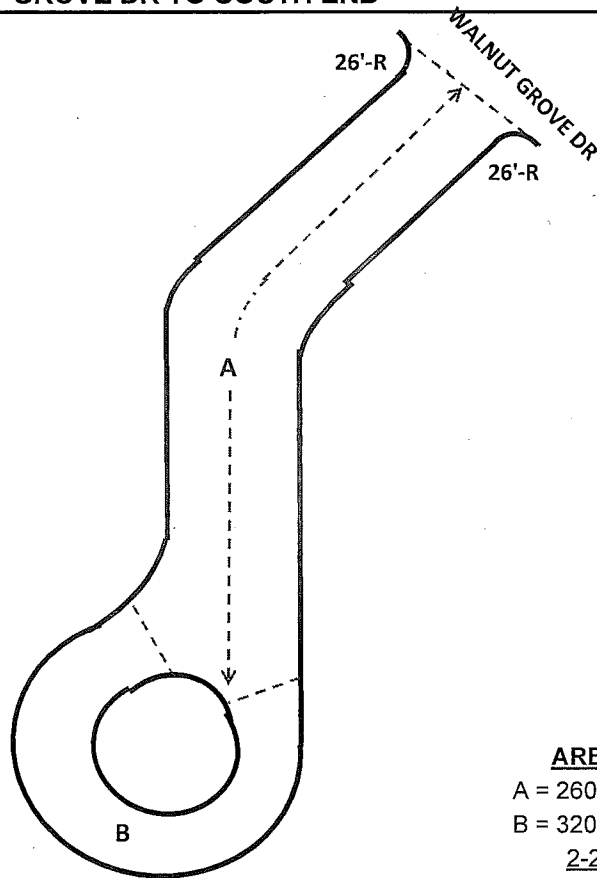
RESURFACING 2018

STREET NAME: SPRINGWOOD CIRCLE

LIMITS: WALNUT GROVE DR TO SOUTH END



*NOT TO SCALE



AREA (SY)

A = 260 X 28 = 808.9

B = 320 X 26 = 924.4

2-26'-R = 37.4

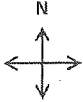
TOTAL = 1770.7

ITEMS

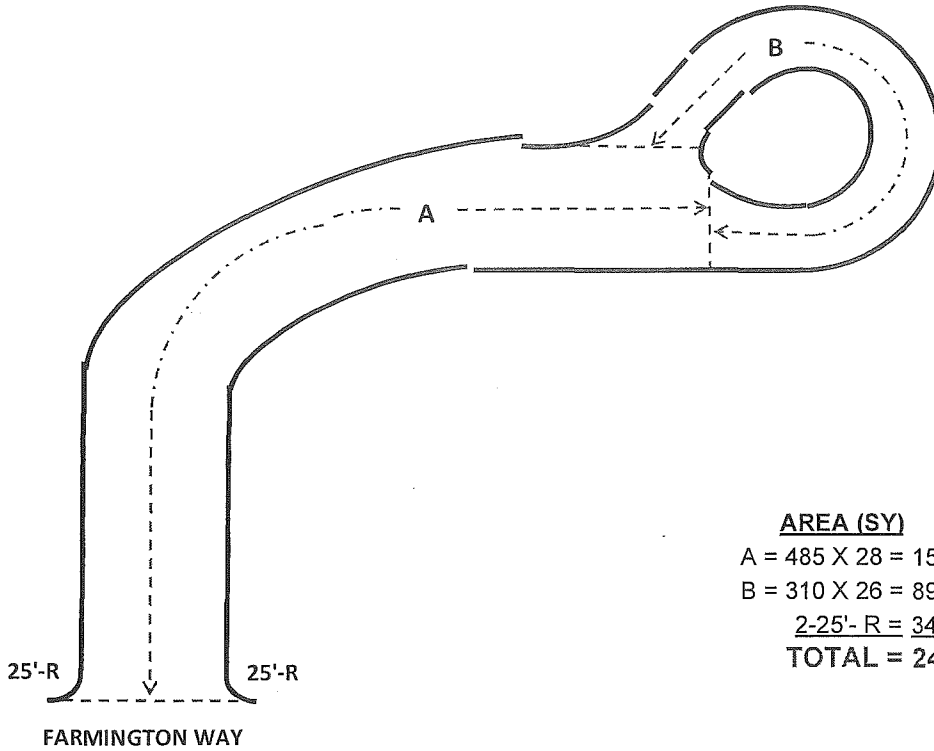
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	320 TON
ESTIMATED UNDERCUT		360 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		1,771 SY

RESURFACING 2018

STREET NAME: STONECREST CIRCLE
LIMITS: FARMINGTON WAY TO NORTH END



*NOT TO SCALE



AREA (SY)

A = 485 X 28 = 1508.9

B = 310 X 26 = 895.6

2-25'-R = 34.8

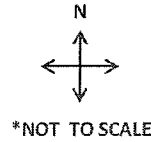
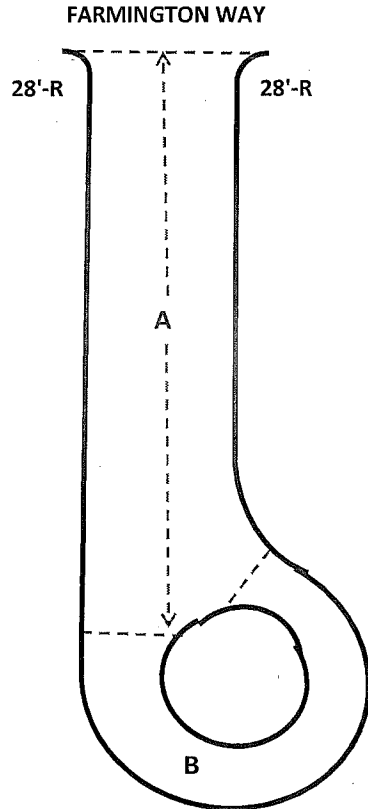
TOTAL = 2439.3

ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	440 TON
ESTIMATED UNDERCUT		490 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		2,440 SY

RESURFACING 2018

STREET NAME: ROUND HILL CIRCLE
LIMITS: FARMINGTON WAY TO SOUTH END



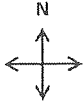
AREA (SY)
 A = 172 X 28 = 535.1
 B = 326 X 18 = 652.0
 2-28'-R = 43.0
TOTAL = 1230

ITEMS

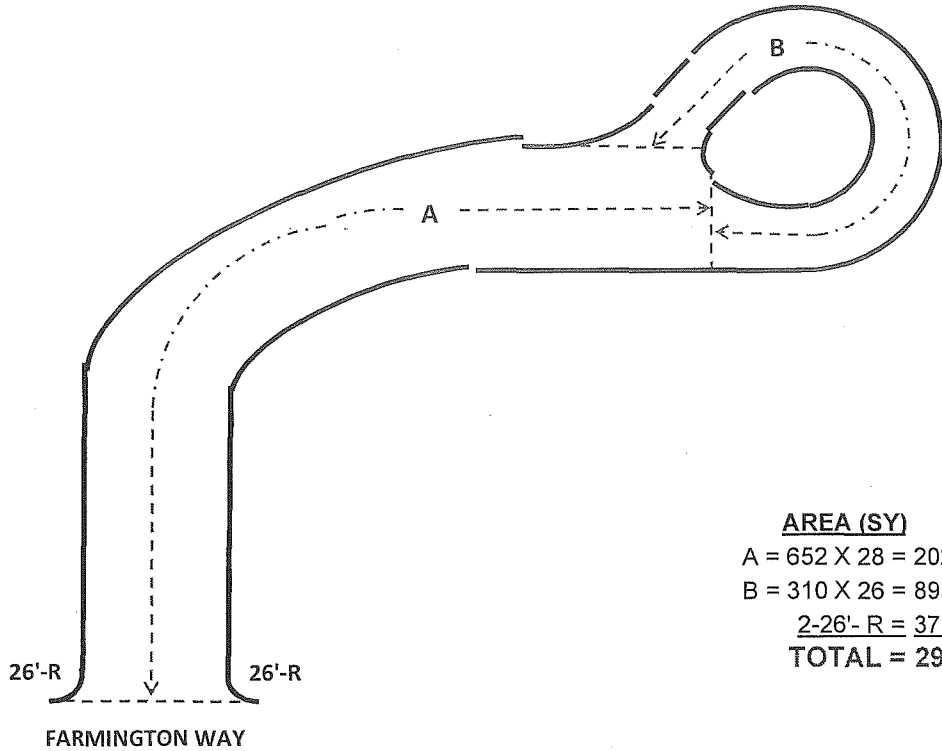
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	225 TON
ESTIMATED UNDERCUT		250 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		1,230 SY

RESURFACING 2018

STREET NAME: HARWOOD CIRCLE NORTH
LIMITS: FARMINGTON WAY TO NORTH END



*NOT TO SCALE



AREA (SY)

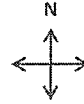
A = 652 X 28 = 2028.4
 B = 310 X 26 = 895.6
 2-26'-R = 37.4
TOTAL = 2961.4

ITEMS

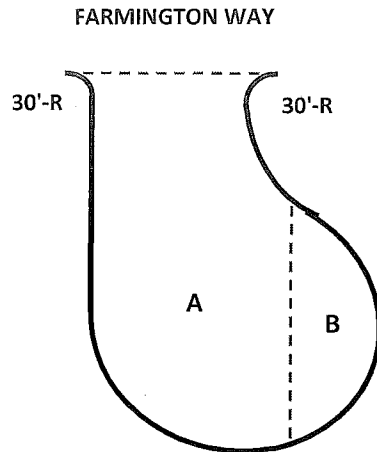
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	535 TON
ESTIMATED UNDERCUT		600 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		2,962 SY

RESURFACING 2018

STREET NAME: HARWOOD CIRCLE SOUTH
LIMITS: FARMINGTON WAY TO SOUTH END



*NOT TO SCALE



AREA (SY)

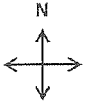
A = 116 X 47 = 605.8
 B = 48 X 18 = 96.0
 2-30'- R = 49.0
TOTAL = 751

ITEMS

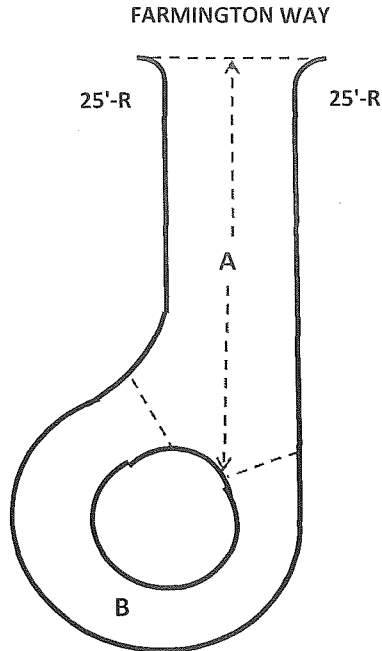
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	140 TON
ESTIMATED UNDERCUT		150 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		751 SY

RESURFACING 2018

STREET NAME: FARMINGTON COURT
LIMITS: FARMINGTON WAY TO SOUTH END



*NOT TO SCALE



AREA (SY)

A = 80 X 33 = 293.3
 B = 305 X 18 = 610.0
 2-25'-R = 34.8
TOTAL = 938.1

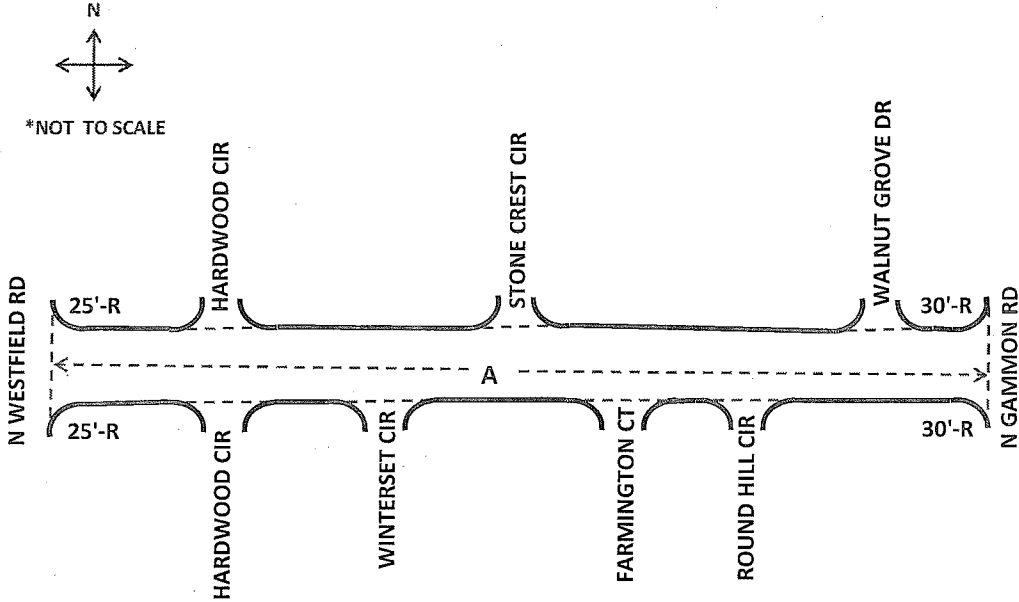
ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	170 TON
ESTIMATED UNDERCUT		190 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		940 SY

RESURFACING 2018

STREET NAME: FARMINGTON WAY

LIMITS: N WESTFIELD RD TO N GAMMON RD



AREA (SY)

A = 2132 X 28 = 6632.9
 2-25'- R = 34.8
 2-30'- R = 49.0
TOTAL = 6716.7

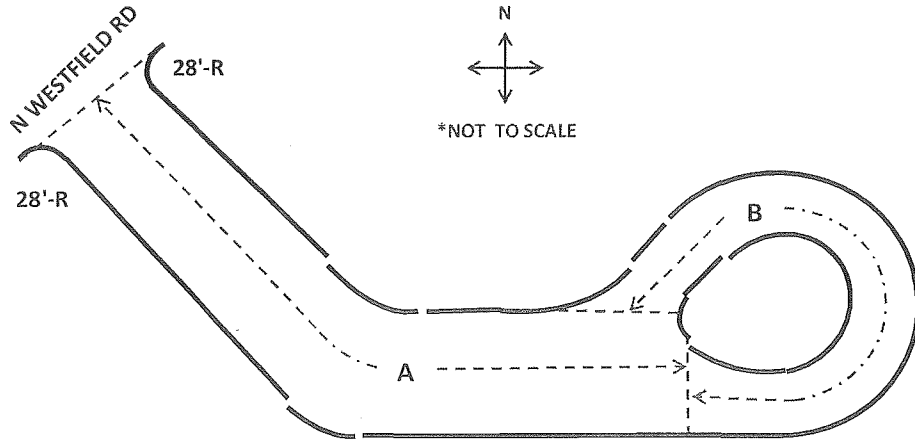
ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	1,210 TON
ESTIMATED UNDERCUT		1,350 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		6,717 SY

RESURFACING 2018

STREET NAME: RYE CIRCLE

LIMITS: N WESTFIELD RD TO EAST END



AREA (SY)

A = 245 X 28 = 762.2

B = 320 X 26 = 924.4

2-28'-R = 43.0

TOTAL = 1729.6

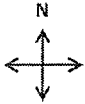
ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	315 TON
ESTIMATED UNDERCUT		350 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		1,730 SY

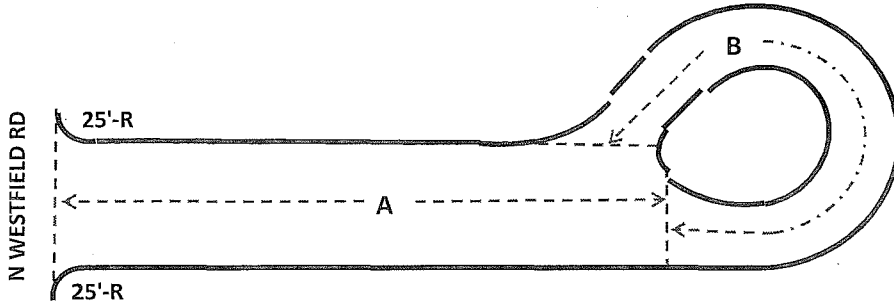
RESURFACING 2018

STREET NAME: WHITACRE RD

LIMITS: N WESTFIELD RD TO EAST END



*NOT TO SCALE



AREA (SY)

$A = 333 \times 28 = 1036.0$

$B = 305 \times 26 = 881.1$

$2 \times 25' \text{ R} = 34.8$

TOTAL = 1951.9

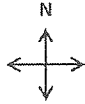
ITEMS

TACK COAT			GAL
HMA LOWER LAYER			TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	360	TON
ESTIMATED UNDERCUT		400	CY
BASE PATCH GRINDING METHOD 3	ESTIMATED		SY
RAMPING SAS			SY
WEDGE CUT GRINDING CONCRETE			SY
FULL WIDTH GRINDING			SY
PULVERIZE		1,952	SY

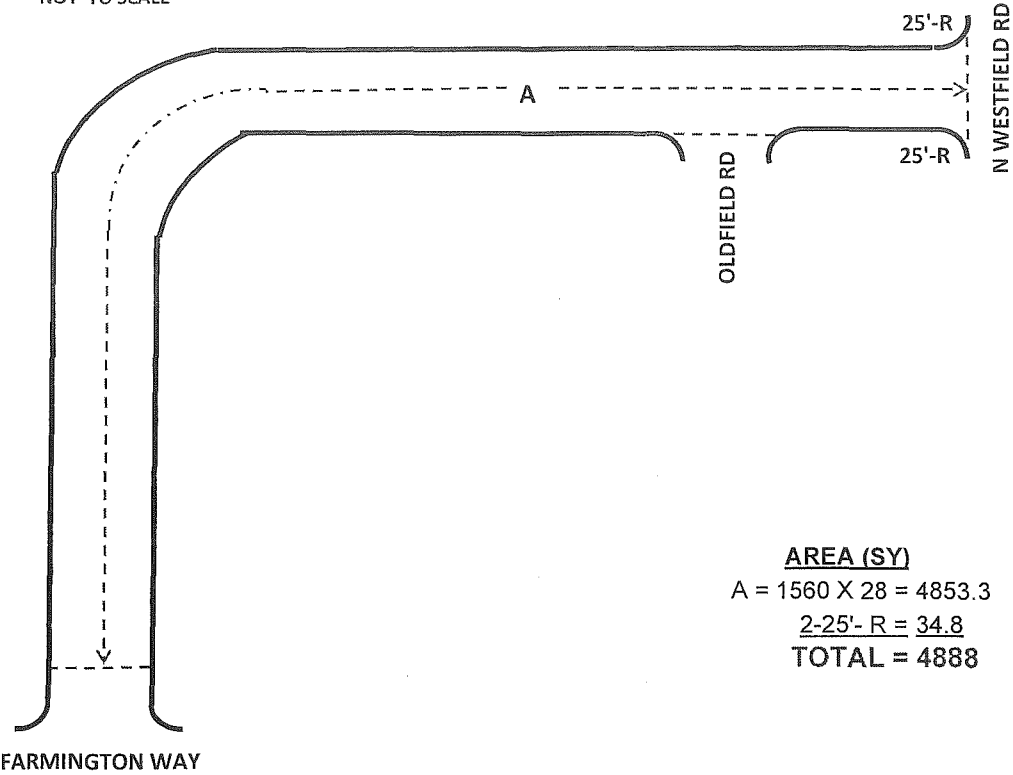
RESURFACING 2018

STREET NAME: WHITACRE RD

LIMITS: FARMINGTON WAY TO N WESTFIELD RD



*NOT TO SCALE



AREA (SY)

A = 1560 X 28 = 4853.3
 2-25'-R = 34.8
TOTAL = 4888

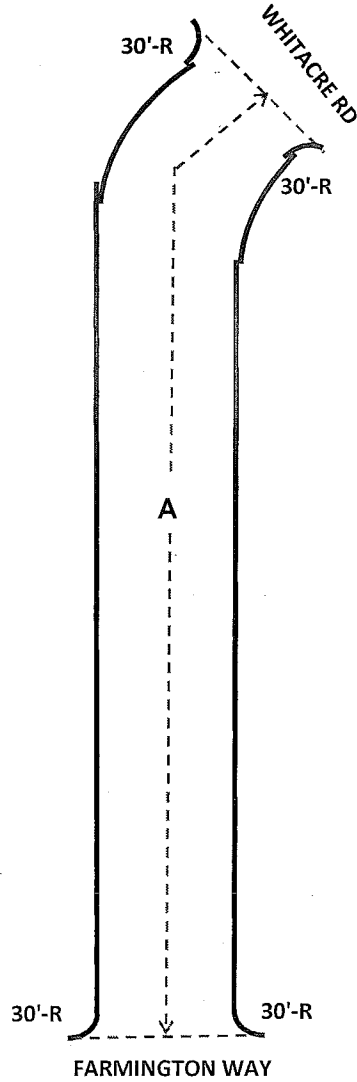
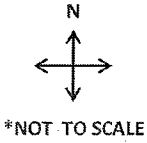
ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	890 TON
ESTIMATED UNDERCUT		980 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		4,888 SY

RESURFACING 2018

STREET NAME: OLDFIELD ROAD

LIMITS: FARMINGTON WAY TO WHITACRE RD



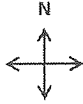
AREA (SY)
 $A = 575 \times 28 = 1788.9$
 $4 \times 30\text{'-R} = 98$
TOTAL = 1886.9

ITEMS

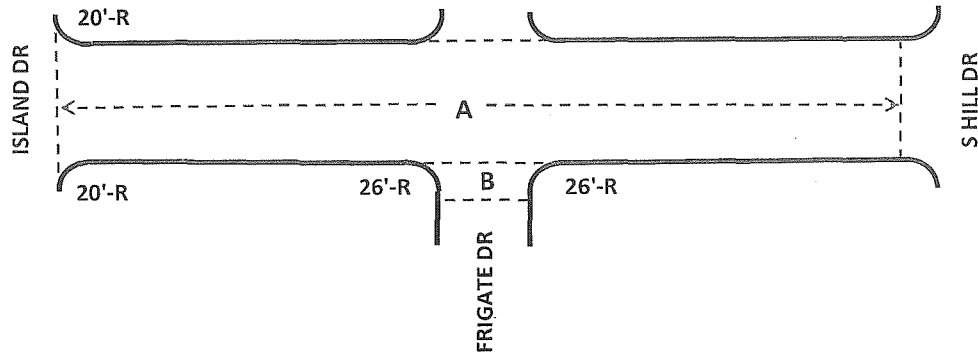
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	340 TON
ESTIMATED UNDERCUT		380 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		1,887 SY

RESURFACING 2018

STREET NAME: HAWSER RD
LIMITS: ISLAND DR TO S HILL DR



*NOT TO SCALE



AREA (SY)

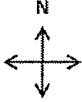
A = 605 X 28 = 1882.2
 B = 30 X 28 = 93.3
 2-20'- R = 23.2
 2-26'- R = 37.4
TOTAL = 2036

ITEMS

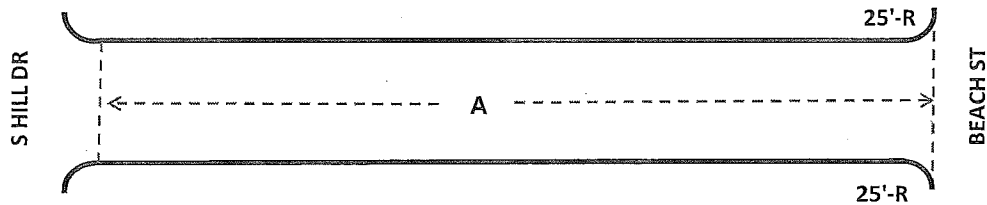
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	370 TON
ESTIMATED UNDERCUT		410 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		2,036 SY

RESURFACING 2018

STREET NAME: CABLE AVE
LIMITS: S HILL DR TO BEACH ST



*NOT TO SCALE



AREA (SY)

$A = 700 \times 28 = 2177.8$

$2 \times 25' \times R = 34.8$

TOTAL = 2212.6

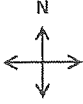
ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	400 TON
ESTIMATED UNDERCUT		450 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		2,213 SY

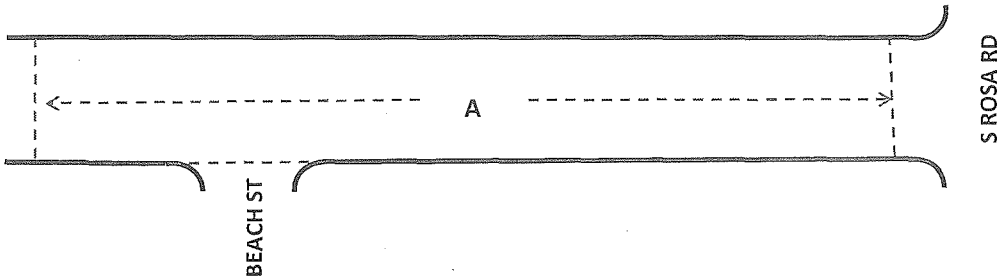
RESURFACING 2018

STREET NAME: ANCHORAGE AVE

LIMITS: WEST END TO S ROSA RD



*NOT TO SCALE



AREA (SY)

$$A = 353 \times 28 = 1098.0$$

TOTAL = 1098

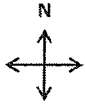
ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	200 TON
ESTIMATED UNDERCUT		220 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		1,098 SY

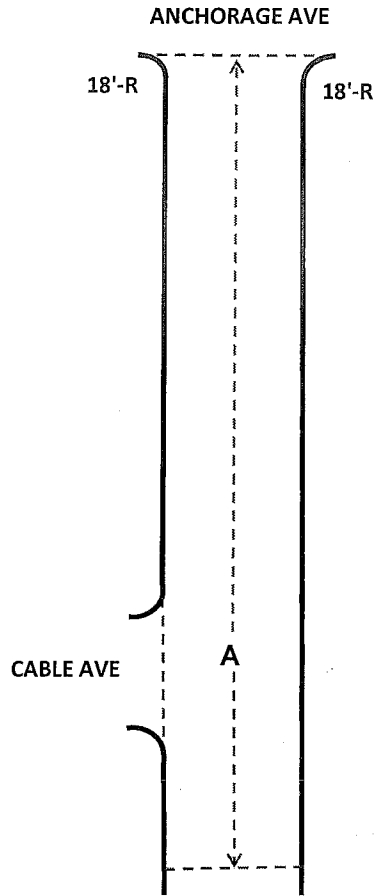
RESURFACING 2018

STREET NAME: BEACH STREET

LIMITS: ANCHORAGE AVE TO SOUTH END



*NOT TO SCALE



AREA (SY)
 $A = 373 \times 28 = 1160.4$
 $2 \times 18' \times R = 19.2$
TOTAL = 1179.6

ITEMS

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	3" - 4 LT 58-28 S	215 TON
ESTIMATED UNDERCUT		240 CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		1,180 SY

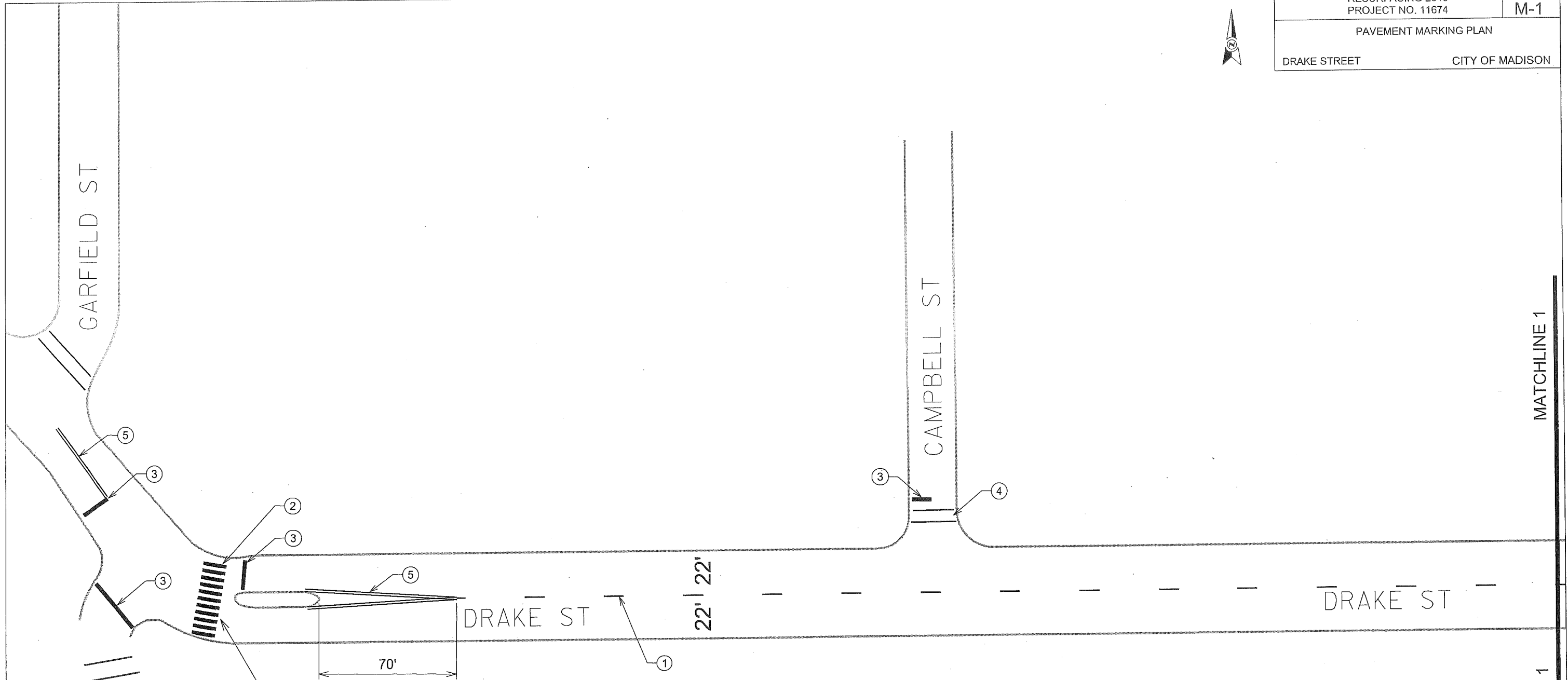


PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.



18" wide, white bars
24" gaps between bars
12' wide

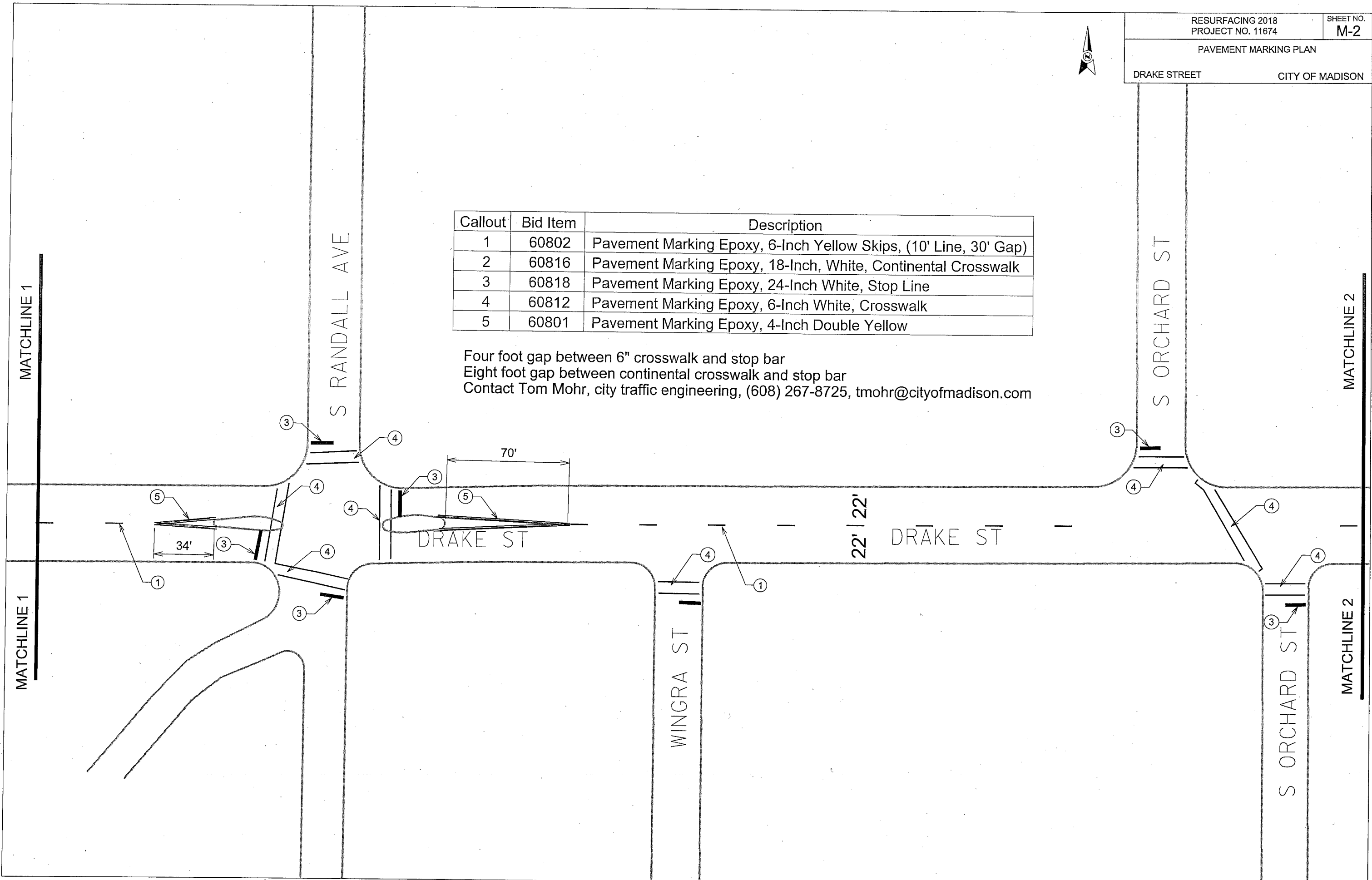
Callout	Bid Item	Description
1	60802	Pavement Marking Epoxy, 6-Inch Yellow Skips, (10' Line, 30' Gap)
2	60816	Pavement Marking Epoxy, 18-Inch, White, Continental Crosswalk
3	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
4	60812	Pavement Marking Epoxy, 6-Inch White, Crosswalk
5	60801	Pavement Marking Epoxy, 4-Inch Double Yellow

Four foot gap between 6" crosswalk and stop bar
Eight foot gap between continental crosswalk and stop bar
Contact Tom Mohr, city traffic engineering, (608) 267-8725, tmohr@cityofmadison.com



Callout	Bid Item	Description
1	60802	Pavement Marking Epoxy, 6-Inch Yellow Skips, (10' Line, 30' Gap)
2	60816	Pavement Marking Epoxy, 18-Inch, White, Continental Crosswalk
3	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
4	60812	Pavement Marking Epoxy, 6-Inch White, Crosswalk
5	60801	Pavement Marking Epoxy, 4-Inch Double Yellow

Four foot gap between 6" crosswalk and stop bar
 Eight foot gap between continental crosswalk and stop bar
 Contact Tom Mohr, city traffic engineering, (608) 267-8725, tmohr@cityofmadison.com



PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

PAVEMENT MARKING PLAN

DRAKE STREET

CITY OF MADISON



Callout	Bid Item	Description
1	60802	Pavement Marking Epoxy, 6-Inch Yellow Skips, (10' Line, 30' Gap)
2	60816	Pavement Marking Epoxy, 18-Inch, White, Continental Crosswalk
3	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
4	60812	Pavement Marking Epoxy, 6-Inch White, Crosswalk
5	60801	Pavement Marking Epoxy, 4-Inch Double Yellow

Four foot gap between 6" crosswalk and stop bar
 Eight foot gap between continental crosswalk and stop bar
 Contact Tom Mohr, city traffic engineering, (608) 267-8725, tmohr@cityofmadison.com

MATCHLINE 2

MATCHLINE 2

22' | 22'

DRAKE ST

118'

19' | 19'

S MILLS ST

ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.
 PLOT NAME:
 PLOT SCALE:
 REV. DATE:



SECTION E: BIDDERS ACKNOWLEDGEMENT

RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO. 8099

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 - 2018 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 Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Tri County Paving, Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____ of the City of DeForest State of WI; 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]
SIGNATURE

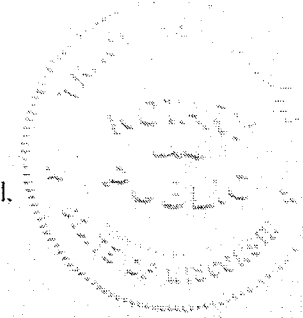
Vice President.
TITLE, IF ANY

Sworn and subscribed to before me this 21st day of February, 2018.

Tracy Thurman
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 3-17-18

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



Contract 8099 – Tri-County Paving, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

Asphalt Luteman

Trucking

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

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

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

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

RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO. 8099

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Tri County Paving, Inc
Address: P.O. Box 394 DeForest, WI 53532
Telephone Number: 608-846-4657 Fax Number: 608-846-2570
Contact Person/Title: Wayne Hermanson

Prime Bidder Certification

I, Dustin Gradel, Vice President of
Name Title
Tri County Paving, Inc certify that the information
Company

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

Wayne Hermanson
Witness' Signature

Dustin Gradel
Bidder's Signature

2/20/2018
Date

**RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO. 8099**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Bullet Transit Co, Inc	Trucking	5 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		_____ %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
N/A		— %
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:	_____ % x 0.6 = _____ % (discounted to 60%)	
Total Percentage of SBE Utilization:	_____ %	

RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

CONTRACT NO. 8099

DATE: 2/22/18

Tri-County Paving, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701A - TRAFFIC CONTROL - GROUP A - LS	1.00	\$1,425.00	\$1,425.00
10701B - TRAFFIC CONTROL - GROUP B - LS	1.00	\$1,425.00	\$1,425.00
10701C - TRAFFIC CONTROL - GROUP C - LS	1.00	\$1,425.00	\$1,425.00
10701D - TRAFFIC CONTROL - GROUP D - LS	1.00	\$1,425.00	\$1,425.00
10701E - TRAFFIC CONTROL - GROUP E - LS	1.00	\$1,425.00	\$1,425.00
10701F - TRAFFIC CONTROL - GROUP F - LS	1.00	\$1,425.00	\$1,425.00
10701R - TRAFFIC CONTROL - LOCAL STREET (undistributed) - EA	1.00	\$100.00	\$100.00
10701S - TRAFFIC CONTROL - MAJOR STREET, two lanes (undistributed) - EA	1.00	\$100.00	\$100.00
10701T - TRAFFIC CONTROL - MAJOR STREET, more than two lanes (undistributed) - EA	1.00	\$100.00	\$100.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	28.00	\$40.00	\$1,120.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	30.00	\$75.00	\$2,250.00
10911A - MOBILIZATION - GROUP A - LS	1.00	\$1,425.00	\$1,425.00
10911B - MOBILIZATION - GROUP B - LS	1.00	\$1,425.00	\$1,425.00
10911C - MOBILIZATION - GROUP C - LS	1.00	\$1,425.00	\$1,425.00
10911D - MOBILIZATION - GROUP D - LS	1.00	\$1,425.00	\$1,425.00
10911E - MOBILIZATION - GROUP E - LS	1.00	\$1,425.00	\$1,425.00
10911F - MOBILIZATION - GROUP F - LS	1.00	\$1,425.00	\$1,425.00
10911R - MOBILIZATION (undistributed) - EA	1.00	\$100.00	\$100.00
20219.0 - BREAKER RUN - TON	12645.00	\$9.35	\$118,230.75
21031.0 - INLET PROTECTION, TYPE C - COMPLETE - EA	65.00	\$125.00	\$8,125.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADE NO.2 OR NO.3 - TON	200.00	\$9.35	\$1,870.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	11200.00	\$59.05	\$661,360.00
40218.0 - TACK COAT - GAL	1570.00	\$2.50	\$3,925.00
40231.0 - ASPHALT DRIVE & TERRACE - RESURFACING - SY	350.00	\$25.00	\$8,750.00
40301.0 - FULL WIDTH GRINDING - SY	11300.00	\$1.95	\$22,035.00
40303.0 - WEDGE CUT GRINDING ASPHALT - SY	550.00	\$24.30	\$13,365.00
40304.0 - WEDGE CUT GRINDING CONCRETE - SY	200.00	\$5.00	\$1,000.00
40308.0 - RAMPING SAS - EA	5.00	\$200.00	\$1,000.00
40311.0 - PULVERIZE AND SHAPE - SY	41873.00	\$3.05	\$127,712.65
40321.0 - UNDERCUT - CY	8430.00	\$20.00	\$168,600.00
40332.0 - BASE PATCH GRINDING, METHOD 2 - SY	100.00	\$12.00	\$1,200.00
40333.0 - BASE PATCH GRINDING, METHOD 3 - SY	100.00	\$15.00	\$1,500.00
40335.0 - BASE PATCH GRINDING, METHOD 5 - SY	100.00	\$20.00	\$2,000.00
40352.0 - ASPHALT BASE PATCHING, 5-8 INCH - SY	50.00	\$30.00	\$1,500.00
40353.0 - ASPHALT BASE PATCHING, 8-10 INCH - SY	50.00	\$35.00	\$1,750.00
40354.0 - ASPHALT BASE PATCHING, OVER 10 INCH - SY	50.00	\$35.00	\$1,750.00
40361.0 - SAS ADJUSTING RING - EA	1.00	\$300.00	\$300.00
40362.0 - ADJUST ACCESS STRUCTURE CASTING, RESURFACING - EA	2.00	\$400.00	\$800.00
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EA	12.00	\$150.00	\$1,800.00
40369.0 - INSTALL ADJUSTABLE VALVE BOX RISER - EA	12.00	\$150.00	\$1,800.00
40395.0 - REMOVE CONCRETE UTILITY PATCH - LF	100.00	\$10.00	\$1,000.00

RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

CONTRACT NO. 8099

DATE: 2/22/18

Tri-County Paving, Inc.

Item	Quantity	Price	Extension
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - LF	1350.00	\$1.00	\$1,350.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - LF	450.00	\$0.89	\$400.50
60812.0 - PAVEMENT MARKING EPOXY,CROSSWALK, 6-INCH - LF	1270.00	\$3.50	\$4,445.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - LF	200.00	\$5.20	\$1,040.00
60818.0 - PAVEMENT MARKING EPOXY,STOP LINE, 24- INCH - LF	335.00	\$6.20	\$2,077.00
90001.0 - LIFT STATION PAVING - SY	410.00	\$21.50	\$8,815.00
90002.0 - DRAKE STREET ASPHALT REJUVENATOR - SY	10130.00	\$0.95	\$9,623.50
48 Items	Totals		\$1,199,994.40

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Oblige, 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:

RESURFACING 2018 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8099

1. If said bid is rejected by the Oblige, then this obligation shall be void.
2. If said bid is accepted by the Oblige and the Principal shall execute and deliver a contract in the form specified by the Oblige (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 Oblige 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 Oblige 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 Oblige that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Oblige.

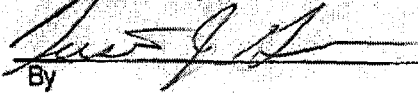
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

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

Tri-County Paving, Inc.

Name of Principal



By

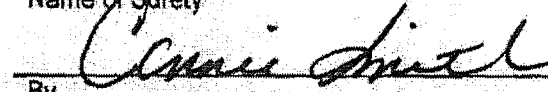
2/20/2018
Date

Dustin Gradel
Name and Title

Seal SURETY

Granite Re, Inc.

Name of Surety



By

02/14/2018
Date

Connie Smith, Attorney-in-Fact
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16492915 for the year 2018, 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.

02/14/2018

Date



Agent Signature Connie Smith

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

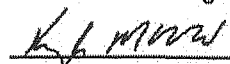
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Notary Public

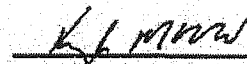
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14 day of June, 2017





Kyle P. McDonald, Secretary/Treasurer

SECTION H: AGREEMENT

THIS AGREEMENT made this 21 day of March in the year Two Thousand and Eighteen between TRI-COUNTY PAVING, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 20, 2018, 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:

RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8099

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 ONE MILLION ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-FOUR AND 40/100 (\$1,199,994.40) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO. 8099**

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:

TRI-COUNTY PAVING, INC.

H Wayne Amundson 3/21/18
Witness Date

Company Name
Greg Werge 3/21/18
President Date

Kelly Pendleton 3/21/18
Witness Date

Frank Thompson 3/21/18
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Whitney Decker
Finance Director

Bill P. Ny
City Attorney

Signed this 11th day of April, 2018

Don Cune
Witness

Fury 11 April 2018
Mayor Date

Thomas Lund
Witness

Maibeth Witzel-Bell 4-3-2018
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we TRI-COUNTY PAVING, INC., as principal, and Granite Re, Inc.

Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-FOUR AND 40/100 (\$1,199,994.40) 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:

RESURFACING 2018 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8099

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 21st day of March, 2018

Countersigned:

H Wayne Hume

Witness

Tracy Hermanson

Secretary

TRI-COUNTY PAVING, INC.

Company Name (Principal)

Tom Wenger Seal

President

Approved as to form:

Bill P. My
City Attorney

Granite Re, Inc.

Surety Seal
 Salary Employee Commission

By Connie Smith
Attorney-in-Fact **Connie Smith**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

03/21/2018

Date

Connie Smith
Agent Signature **Connie Smith**

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

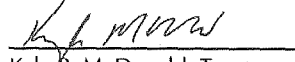
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Notary Public

GRANITE RE, INC.
Certificate

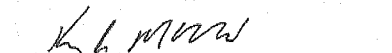
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

21 day of MARCH, 2018.





Kyle P. McDonald, Secretary/Treasurer