\$1,933,659.80 ORIGINAL

BID OF PAYNE & DOLAN, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

**FOR** 

RESURFACING 2021 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

**CONTRACT NO. 8989** 

**MUNIS NO. 13253** 

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON MARCH 16, 2021

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

### RESURFACING 2021 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8989

#### **INDEX**

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

This Proposal, and Agreement have been prepared by:

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

W - Greg Fries For:
Robert P. 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 2021 - ASPHALT
	PAVEMENT PULVERIZING, MILLING &
	PAVING
CONTRACT NO.:	8989
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/11/2021
BID SUBMISSION (2:00 P.M.)	2/18/2021
BID OPEN (2:30 P.M.)	2/18/2021
PUBLISHED IN WSJ	2/4/2021 & 2/11/2021

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, <a href="mailto:itorresmeza@cityofmdison.com">itorresmeza@cityofmdison.com</a>.

<u>PREQUALIFICATION APPLICATION</u>: Forms are available on our website, <u>www.cityofmadison.com/business/pw/forms.cfm</u>. 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.

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 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 prequalified 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**

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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 (<a href="www.bidexpress.com">www.bidexpress.com</a>). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Nothwithstanding 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 $\boxtimes$

101	ling <u>Demolition</u> ☐ Asbestos Removal ☐ House Mover	110  Building Demolition
Ct	et, Utility and Site Construction	
201		265 Retaining Walls, Precast Modular Units
		270 Retaining Walls, Reinforced Concrete
210	☐ Boring/Pipe Jacking	275 Sanitary, Storm Sewer and Water Main
	☐ Concrete Paving	Construction
220	Con, Sidewalk/Curb & Gutter/Misc. Flat Work	276 Sawcutting
221	☐ Concrete Bases and Other Concrete Work	280 Sewer Lateral Drain Cleaning/Internal TV Insp.
222	☐ Concrete Removal	285 Sewer Lining
	☐ Dredging	290 Sewer Pipe Bursting
230	☐ Fencing	295 Soil Borings
235	Fiber Optic Cable/Conduit Installation	300 ☐ Soil Nailing 305 ☐ Storm & Sanitary Sewer Laterals & Water Svc.
240	Grading and Earthwork	310 ☐ Street Construction
241	Horizontal Saw Cutting of Sidewalk	315 Street Lighting
242	☐ Infrared Seamless Patching	318 Tennis Court Resurfacing
245	Landscaping, Maintenance	320 Traffic Signals
246	☐ Ecological Restoration	325 Traffic Signing & Marking
250	Landscaping, Site and Street	332 ☐ Tree pruning/removal
251	Parking Ramp Maintenance	333 Tree, pesticide treatment of
252	Pavement Marking	335 T Trucking
255	Pavement Sealcoating and Crack Sealing	340 Utility Transmission Lines including Natural Gas,
260	Petroleum Above/Below Ground Storage	Electrical & Communications
000	Tank Removal/Installation	399  Other Asphalt Milling/Pulverizing
262	☐ Playground Installer	
Bride	ge Construction	
501	☐ Bridge Construction and/or Repair	
<u>Build</u>	ding Construction	437 Metals
401	Floor Covering (including carpet, ceramic tile installation,	440 Painting and Wallcovering
	rubber, VCT	445 Plumbing
402	☐ Building Automation Systems	450 Pump Repair
403	Concrete	455 Pump Systems
404	Doors and Windows	460 Roofing and Moisture Protection
405	Electrical - Power, Lighting & Communications	464 ☐ Tower Crane Operator
410	Elevator - Lifts	461 ☐ Solar Photovoltaic/Hot Water Systems
412	☐ Fire Suppression ☐ Furnishings - Furniture and Window Treatments	465 Soil/Groundwater Remediation
413		466 ☐ Warning Sirens
415	General Building Construction, \$250,000 to \$1,500,000	470 Water Supply Elevated Tanks
420	General Building Construction, Over \$1,500,000	475 🗀 Water Supply Wells
425 428	Glass and/or Glazing	480 Wood, Plastics & Composites - Structural &
429	mercia i tati del Deservioli	Architectural
430	== - · · · · · · · · · · · · · · · · · ·	499 Other
433		
435		
	<del></del>	
Stat	te of Wisconsin Certifications	and clears to inhabited buildings for quarries, open pits and
1	<u>Ite of Wisconsin Certifications</u> ☐ Class 5 Blaster - Blasting Operations and Activities 2500 feet	and closer to initiabiled buildings for quarries, open pile and
2	road cuts.  Class 6 Blaster - Blasting Operations and Activities 2500 feet	and closer to inhabited buildings for density en-
	excavations, basements, underwater demolition, underground  Class 7 Blaster - Blasting Operations and Activities for structure.	res greater than 15' in height, bridges, towers, and any of
3	Class 7 Blaster - Blasting Operations and Activities for structure	Plactor"
	the objects or purposes listed as "Class 5 Blaster or Class 6 E  Petroleum Above/Below Ground Storage Tank Removal and	
4	Petroleum Above/Below Ground Storage Tank Removal and Hazardous Material Removal (Contractor to be certified for as	shestos and lead abatement per the Wisconsin Department
5		
	of Health Services, Aspestos and Lead Section (A&LS), See www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin P.	erformance of Asbestos Abatement Certificate must be
_	attached.  Certification number as a Certified Arborist or Certified Tree \( \)	Norker as administered by the International Society of
6		
_	Arboriculture Pesticide application (Certification for Commercial Applicator	For Hire with the certification in the category of turf and
7	landscape (3.0) and possess a current license issued by the	DATCP)
c	State of Wisconsin Master Plumbers License.	
8	Clare of Angoorient master ( familia)	

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**SECTION B: PROPOSAL** 

# Please refer to the Bid Express Website at <a href="https://bidexpress.com">https://bidexpress.com</a> 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, option 1).

#### 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

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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 <u>ad hoc</u> 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.

#### Certification of SBE by City of Madison 2.3

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 www.cityofmadison.com/civil-rights/contract-compliance/targeted-businessenterprise-programs/targeted-business-enterprise.

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

#### Small Business Enterprise Compliance Report 2.4

#### **Good Faith Efforts** 2.4.1

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:

- Attendance at the pre-bid meeting. 2.4.1.1
- Using the City of Madison's directory of certified SBEs to identify 2.4.1.2 SBEs from which to solicit bids.
- Assuring that SBEs are solicited whenever they are potential 2.4.1.3 sources.
- Referring prospective SBEs to the City of Madison Affirmative Action 2.4.1.4 Division for certification.
- Dividing total project requirements into smaller tasks and/or 2.4.1.5 quantities, where economically feasible, to permit maximum feasible SBE participation.
- Establishing delivery schedules, where requirements permit, which 2.4.1.6 will encourage participation by SBEs.
- Providing SBEs with specific information regarding the work to be 2.4.1.7 performed.
- Contacting SBEs in advance of the deadline to allow such 2.4.1.8 businesses sufficient time to prepare a bid.
- Utilizing the bid of a qualified and competent SBE when the bid of 2.4.1.9 such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- Contacting SBEs which submit a bid, to inquire about the details of 2.4.1.10 the bid and confirm that the scope of the work was interpreted as
- Completion of Cover Page (page C-6), Summary Sheet (page C-7) 2.4.1.11 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. Nothwithstanding 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> 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 2021 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8989

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

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

#### SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 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.

This contract also includes concrete pavement removal and placing crushed aggregate base course on Gammon and E. Gorham St, finish grading on E. Gorham St bump-outs, adding a bike lane on Nelson Rd, and surface paving of several subdivisions. This work includes wedge cut grinding butt joints and around SASs, tack, and adjusting SASs and valve boxes to grade. Adjusting 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.

#### 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.

All flaggers shall be certified and the contractor shall provide flagger certification documentation to the engineer before they can perform flagging operations. Contractors shall train and certify their own staff following the flagging training requirements section of the Wisconson Department of Transportation flagging handbook. Four hours of classroom and eight hours of on-the-job training are mandated.

#### 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.

It is anticipated that MG&E will be replacing natural gas mains and services or installing dual mains on the following streets:

PULVERIZED STREETS EVERGLADE DR & CIR CARLSBAD DR

MILLED STREETS ODANA RD E. GORHAM ST

It is also anticipated that AT&T has manholes and/or hand holes on some of the roads in this contract and these structures may need adjusting prior to paving.

The City of Madison Engineering Division will be awarding a contract for curb & gutter replacement and casting adjustment (contract 8988) in conjunction with this contract.

Contractor shall install pavement markings, as noted below:

Within One (1) working day of surface paving

GAMMON RD

E JOHNSON ST

NELSON RD ODANA RD

Within Two (2) working days of surface paving

EVERGLADE DR

CITY VIEW DR

E. Gorham St. shall have lane lines down by 7am Monday morning in order to reopen to two lanes. Contractor can then close to one lane of traffic between 8:30 a.m. and 4:00 pm to install remaining pavement markings as needed.

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:

GAMMON RD

E GORHAM ST

E JOHNSON ST

NELSON RD ODANA RD

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 Electrical Section (Tom Bodenstein, 266-4767), 48 hours 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.

#### SOURCE OF SUPPLY AND QUALITY **SECTION 106.1**

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

#### PUBLIC CONVENIENCE AND SAFETY **SECTION 107.1**

There is a Fire Station on Nelson Rd. The contractor shall maintain access at all times. The contractor shall coordinate work at all times with the Fire Station. The contractor shall inform the Fire Station of activities on a daily basis.

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.

There are three schools within the construction limits. St Ambrose is located at St Thomas Aquinas Church on Everglade Dr. Madison East High School and Emerson Elementary School is located on E. Johnson St. No work shall occur here during the school year unless approved by the Engineer.

Coordinate any bus stop relocations and bus route detours with Tim Sobota, Metro Transit, (608) 261-4289, tsobota@cityofmadison.com at least seven days prior to allow Metro proper time for public notification on the following streets:

GAMMON RD

E GORHAM ST

E JOHNSON ST

NELSON RD ODANA RD

#### **DUSTPROOFING SECTION 107.6**

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.

#### MAINTENANCE OF TRAFFIC **SECTION 107.7**

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

Follow these street-specific traffic control requirements. Peak hours are defined as weekdays from 7:00 a.m. to 8:30 a.m. and from 4:00 p.m. to 6:00 p.m.:

#### **East Gorham Street**

- Milling
  - o Mill during off-peak traffic hours while maintaining one lane of traffic
  - Maintain two lanes of traffic during peak hours
- Full Closure for concrete pavement removal and paving
  - o E Gorham Street may be fully closed on a Friday starting at 8:30 a.m. thru 7:00 p.m. the following day (Saturday).
  - o Close westbound Johnson Street at North First Street (allowing dual left turns) at Fordem Avenue and at North Baldwin Street
  - Detour: sign "E Johnson St Detour" to use First Street, E Washington Ave, N Webster St, E Dayton St, & Wisconsin Ave.
  - Portable changeable message sign (PCMS) requirements: place two PCMS along East Gorham Street for the seven days prior to the closure, notifying the public. Relocate the two PCMS during the closure to notify the public

#### **Nelson Road**

- Milling
  - Mill during the day while maintaining at least one lane of traffic in each direction. Traffic may be flagged during off-peak hours.
- Paving
  - A full closure will be allowed only if paved on a Saturday. Two PCMS will be required for the week prior to the closure and during the closure. A signed detour for both directions of traffic will be required. Maintain traffic to the Madison Fire Station at all times.
  - If paved during the week, maintain two-way traffic.

#### South Gammon Road

- Concrete removal, gravel, & asphalt binder
  - This work shall all be completed during off-peak travel hours while maintaining one lane of traffic in each direction of travel
- Paving
  - Pave the southbound lanes in phases during off-peak travel hours to maintain one lane of traffic
  - The northbound side may be paved at night (11:00 p.m. to 5:00 a.m.) under a northbound closure.

#### Everglade Drive, Carlsbad Drive, & Everglade Circle

These streets may be closed to thru traffic during construction activities.

#### **East Johnson Street**

- Milling
  - o Mill during off-peak hours under traffic, maintaining one lane in each direction.
- Paving
  - A full closure may be used during off-peak hours for paving
  - PCMS requirements for closure: two PCMS required (one in each direction) for seven days prior to closure, and two PCMS (relocated) during closure.
  - o Detour: no signed detour required during closure.

#### **Odana Road**

- Milling
- Mill during off-peak hours and maintain two-way traffic at all times. Traffic may be flagged at the milling machine
- Paving
  - Option of either paving during the day off-peak while maintaining traffic or paving at night (9:00 p.m. to 6:00 a.m.) under a full closure.
  - Full closure PCMS requirements: Four PCMS required for week prior to closure, in barreled-off curb lane and four PCMS relocated during closure.
  - o Detour: no signed detour required during night closure

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

GAMMON RD E GORHAM ST E JOHNSON ST NELSON RD ODANA RD

Submit Traffic Control Plan(s), including all necessary phases for each street, to Tom Mohr, <a href="mailto:tmohr@cityofmadison.com">tmohr@cityofmadison.com</a>, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. 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.

Alter traffic control from the provided Traffic Control Plan as conditions change in the field or as unexpected conditions occur. This includes relocating existing traffic control or providing additional traffic control. 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. Conform all signing and barricading to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Payment for traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Measure temporary pavement markings, electronic arrow boards and changeable message signs as separate bid items.

Install "Type A" low intensity flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Install "Type C" low intensity steady-burn lights on all barrels used in tapers as shown on the traffic control plan.

An electronic, flashing arrow board is required for each lane closure on streets requiring a traffic control plan.

Backfill, plate or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 266-4681, one working day prior to placement of the plates.

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

Traffic Control and Mobilization shall be paid Lump Sum per the following street grouping:

#### **GROUP A**

EVERGLADE CIR EVERGLADE DR CARLSBAD DR

GROUP B GAMMON RD

GROUP C F GORHAM ST

GROUP D E JOHNSON ST

GROUP E

GROUP F

GROUP G SUBDIVISIONS

If streets are added or deleted to Group A through Group G, 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.

## <u>BID ITEM 10701T- TRAFFIC CONTROL - MAJOR STREET, MORE THAN TWO LANES (undistributed)</u> 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.

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

The Contractor shall begin work on this project on or before MAY 3, 2021. 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 FIFTY (50) 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.

Paving and pavement markings included in Group G are not included in the Fifty (50) work days noted above. The contractor shall complete Group G by September 30, 2021.

Pulverized streets shall be paved within two (2) working days of final grading acceptance.

Full width milled streets shall be surfaced within one (1) working day of final base acceptance. If the work can't be completed the day following milling due to weather, the contractor shall complete the work on the next calendar day at no additional compensation unless approve otherwise by the engineer.

The following streets shall be paved with tandem pavers:

**GAMMON RD** 

E GORHAM ST

E JOHNSON ST

NELSON RD ODANA RD

City of Madison shall consider night paving on the following streets:

**GAMMON RD** 

ODANA RD

No work shall occur on E.Gorham St during UW- Madison commencement which is May 7<sup>th</sup> & 8<sup>th</sup>.

All pavement edges at intersections that will be open to traffic shall be ramped. Ramping and removal of material shall be incidental to asphalt paving.

#### METHODS AND EQUIPMENT **SECTION 109.5**

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 21013 - STREET SWEEPING

#### **DESCRIPTION**

This item will be paid lump sum for all streets in this contract.

#### **BID ITEM 40321 - UNDERCUT**

#### DESCRIPTION

This item includes excavation cut of the bike lane extension on Nelson Rd.

This item also includes excavation cut below the existing concrete pavement on Gammon Rd and E Gorham St where concrete pavement is being removed. Removal of concrete pavement shall not be included in this bid item and is paid for with bid item Remove Concrete Pavement. Undercut may be needed at these two locations if there is not 12" or 16" of existing gravel base below the concrete pavement.

#### MEASUREMENT AND PAYMENT

Undercut shall be measured by the cubic yard excavated.

#### **BASIS OF PAYMENT**

Excavation cut shall be paid as undercut for any material that is excavated for the bike lane extension on Nelson Rd. Excavation cut shall also be paid as undercut for any material that is excavated below the existing concrete pavement on Gammon Rd and E Gorham St to establish 12" or 16" of gravel base course below the new proposed asphalt layers. Payment shall be full compensation for excavating as directed by the Engineer for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

#### BID ITEM 90001 - RIGID FRAME INLET PROTECTION - COMPLETE

#### **DESCRIPTION**

Rigid Frame Inlet Protection-Complete is intended for construction use to minimize sediment from entering storm drainage systems, and shall be installed at locations shown on the plans prior to construction or as directed by the Engineer. The installed inlet protection frame shall be installed with a dual fabric geotextile sediment bag.

Rigid Frame Inlet Protection-Complete shall follow ASTM D8057 and comply with WDNR Conservation Practice Standard 1060. All work shall be in accordance with Part II of the standard specifications.

#### **MATERIALS**

Rigid Frame Inlet Protection-Complete supplied shall be an ADS FleXstorm "Catch-it" system or an approved equal. The supplied protection system must have a corrosion resistant framing and a replaceable geotextile sediment bag.

Framed inlet protection must meet the following specifications:

- All ASTM Standard D8057-17 requirements, including:
  - a. Bypass overflow that meets or exceeds inlet design flow
  - b. Frame and bag strong enough to handle full sediment load
  - c. The frame shall include a curb back extension and extend to protect full width of catch basin (where applicable)
- 2. No part of inlet protection projecting above the grate (e.g. bag fabric)
- 3. "Dual fabric" filter bag, with nonwoven bottom and woven top
  - a. Geotextile bag depth shall be 22"

#### **CONSTRUCTION METHODS**

The Contractor shall verify sizes of inlets and catchbasins within the project limits to select the appropriately sized Rigid Frame Inlet Protection. Install the Rigid Frame Inlet Protection in accordance with the manufacturer's instructions at the locations shown on the plan and as directed by the Construction Engineer. Perform all maintenance activities as directed by the Engineer, which shall include cleaning of the geotextile sediment bag, replacement of geotextile sediment bag as necessary, and removal of temporary inlet protection at the completion of site restoration.

#### METHOD OF MEASUREMENT

Rigid Frame Inlet Protection-Complete shall be measured by each installed and in adherence of construction methods listed above.

#### BASIS OF PAYMENT

Rigid Frame Inlet Protection-Complete shall be measured as described above which shall be full payment for procurement, installation, maintenance, removal, and for all work, materials, labor, and incidentals required to complete the work for each installed rigid frame inlet protection.

#### BID ITEM 90002- GRAVEL SHOULDERING

#### **DESCRIPTION**

The work under this item shall consist of installing a minimum 3 foot wide gravel shoulder along the sides of the existing roadway. Nelson Rd is the location in this project needing gravel shouldering. The shoulder shall meet the proposed pavement grade and be flush with the asphalt pavement once completely compacted, then taper off to match existing grade. Provide aggregate shoulder material compacted to a 4:1 or flatter cross slope from the surface of the pavement edge. After final compaction, shape the shoulders to remove all longitudinal ridges to ensure proper drainage. The work shall consist of grading, installing, compacting, watering as necessary, cleaning adjacent pavement after the gravel shoulder is install.

#### **MATERIALS**

Gravel shouldering shall consist of Crushed Aggregate Base Course Gradation 2 or 3.

#### MEASUREMENT AND PAYMENT

Gravel Shouldering shall be measured by the lineal foot installed.

#### BASIS OF PAYMENT

Gravel Shouldering shall be paid based on price to properly install a three foot gravel shoulder along both sides of the street as described under this bid item. Payment shall be full compensation for furnishing, placing, watering, drying, compacting, and maintaining the gravel shouldering; for preparing foundation; for stockpiling, if required; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work, without damaging the new asphaltic pavement and/or the pavement markings.

#### BID ITEM 90003- FINISH GRADING

#### DESCRIPTION

Work under this item shall include finish grading of the new bump out areas on East Gorham St to the finish grades as shown on the plan set or as directed in the field. The contractor shall assume the existing grade is within one (1) inch of finished grade. The work shall consist of providing, placing, grading, compacting and watering as necessary in finish grade all bump out areas.

#### **MATERIALS**

Finish Grading shall consist of Crushed Aggregate Base Course Gradation 2 or 3.

#### MEASUREMENT AND PAYMENT

Finish Grading shall be measured by the square yard installed.

#### **BASIS OF PAYMENT**

Finish Grading shall be paid based on price to properly finish grade the new bump out areas on East Gorham St. as described under this bid item. Payment shall be full compensation for furnishing, placing, grading, watering, compacting, and maintaining the gravel base and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

## BID ITEM 90004 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN

#### DESCRIPTION

This work consists of furnishing and installing a durable, high skid and slip resistant preformed thermoplastic bike lane green pavement marking material for use on asphalt or Portland cement concrete pavement surfaces.

#### **MATERIALS**

#### General

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or vellow.

#### Pigment Color

The bike lane green color shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

#### Heating Indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

Environmental Resistance

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

#### CONSTRUCTION METHODS

Install preformed thermoplastic pavement marking in accordance with manufactures specifications.

#### PERFORMANCE REQUIREMENTS

Preformed thermoplastic pavement marking shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any pavement marking not installed to specification or to the satisfaction of the Engineer. Non-conforming preformed thermoplastic pavement marking shall be removed at no charge to the City and replaced with a conforming product.

#### METHOD OF MEASUREMENT

Will be measured by the squared foot (SF) of preformed thermoplastic pavement marking installed and accepted.

#### BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per each square foot(SF) of thermoplastic pavement marking, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

#### BID ITEM 90005 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6-INCH WHITE RETROREFLECTIVE LINE

#### DESCRIPTION

This work consists of furnishing and installing a durable, high skid and slip resistant 6-inch white retroreflective preformed thermoplastic linear pavement marking for use on asphalt or Portland cement concrete pavement surfaces.

#### **MATERIALS**

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The marking material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

#### Pigment Color

The bike lane green color shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

#### Heating Indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

#### Skid Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

#### Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

#### Thickness

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

#### **Environmental Resistance**

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

#### **CONSTRUCTION METHODS**

Install 6-inch preformed thermoplastic white retroreflective line in accordance with manufactures specifications.

#### PERFORMANCE REQUIREMENTS

Preformed thermoplastic white retroreflective lines shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any lines that are not installed to specification or to the satisfaction of the Engineer. Non-conforming lines shall be removed at no charge to the City and replaced with a conforming product.

#### METHOD OF MEASUREMENT

Will be measured per linear foot (LF) of 6-inch preformed thermoplastic white retroreflective line installed and accepted.

#### BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per linear foot (LF) of 6-inch preformed thermoplastic white retroreflective line, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

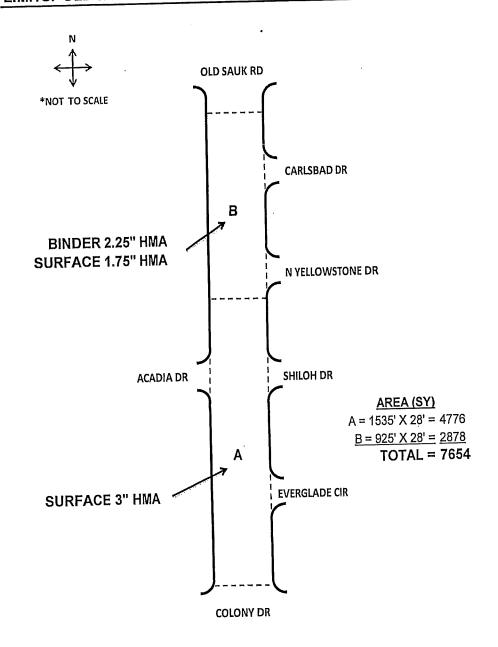
#### RESURFACING 2021 - PAVEMENT PULVERIZING & PAVING (Contract 8989)

STREET	<u>LIMIT</u>	<u>LIMIT</u>
PULVERIZED STREETS EVERGLADE CIR EVERGLADE DR CARLSBAD DR	EVERGLADE DR COLONY DR SAN JUAN TRL	E END OLD SAUK RD EVERGLADE DR
MILLED STREETS E GORHAM ST E JOHNSON ST NELSON RD ODANA RD	N BUTLER ST N THIRD ST HIGH CROSSING BLVD S WHITNEY WAY	N BALDWIN ST NORTH ST FELLAND RD RESEARCH PARK BLVD
CONCRETE PAVEMENT RI GAMMON RD	EMOVAL (NEW HMA PAVEMENT) BELTLINE RAMP	SEYBOLD RD

2021 RESURFACII								<del></del>	-
SUBDIVISION NAME	STREET	FROM	LIMITS TO	HMA MIX	SURFACE	SURFACE AREA (SY)	WEDGE CUT GRINDING AREAS (SY		TACK GOAT (GAL
EAGLE TRACE PHASE 1	Sugar Maple	Schewe Rd	South End	4 MT 58-28 S	S 2"	3509	100	421	175
PROJECT # 11923	White Fox Lane	Tawny Elm Prkwy	East of Sugar Maple	4 LT 58-28 S	2"	6944	150	834	347
CONTRACT # 8179	Jaggy Pine Ln, Ivory Dove, & Silent Wind	White Fox Lr		4 LT 58-28 S	1.75"	2741	75	289	139
SUBDIVISION TOTA	니					13194	325	1544	661
EAGLE TRACE PHASE 2 & 3A	Sugar Maple	North Sister Oak	South Sister Oak	4 MT 58-28 S	2"	2408	75	289	120
ROJECT # 11998 & 12167		Sugar Maple	Tawny Elm Prkwy	4 LT 58-28 S	1.75"	2173	75	228	109
ONTRACT # 8338 & 9394		Sister Oak Dr	South	4 LT 58-28 S	1.75"	906	50	95	45
SUBDIVISION TOTAL						5487	200	612	274
CHAPEL VIEW PHASE 1	White Fox Lane	West Dragon Willow	East Dragon Willow	4 LT 58-28 S	2"	2483	100	286	124
PROJECT # 11957 CONTRACT # 8249	Dragon Willow Ln	White Fox Ln	South	4 LT 58-28 S	1.75"	755	50	80	38
SUBDIVISION TOTAL						3238	150	366	162
E ADD TO GVC PHASE 1 & ORTH ADD TO GVC PHASE 6	North Star Dr	Milwaukee St	South	4 LT 58-28 S	2"	1531	75	184	77
PROJECT # 11912 & 11911 . CONTRACT # 8138 & 8137	Driscoll Dr & Galileo Dr	Milky Way	Galileo Dr	4 LT 58-28 S	1.75"	5938	150	625	297
SUBDIVISION TOTAL						7469	225	809	374
BIRCHWOOD POINT SOUTH PHASE 2	Old Timber Pass	Hazy Sky Prkwy	Old Timber Pass East & West	4 LT 58-28 S	2"	4182	150	502	209
	Hazy Sky Prkwy	E & W of Old Timber Pass		4 LT 58-28 S	2"	1460	75	175	73
PROJECT # 11997 CONTRACT # 8337	Quiet Leaf Dr	E & W of Old Timber Pass		4 LT 58-28 S	1.75"	1033	75	109	52
SUBDIVISION TOTAL						6675	300	786	334
90111140170340	Harvest Moon Lane	Watts Rd	Pine Lawn Pkwy	4 LT 58-28 S	2"	679	250	85	35
SUBDIVISION TOTAL						679	250	85	35
CITY VIEW DRIVE PROJECT # 11958 CONTRACT # 8313	City View Dr	Crossroads Dr	Railroad Tracks	4 MT 58-28 S	2"		200	500	200
SUBDIVISION TOTAL							200	500	200
		1	į.	1	1	1	į.	1	1

STREET NAME: EVERGLADE DR

LIMITS: OLD SAUK RD TO COLONY DR



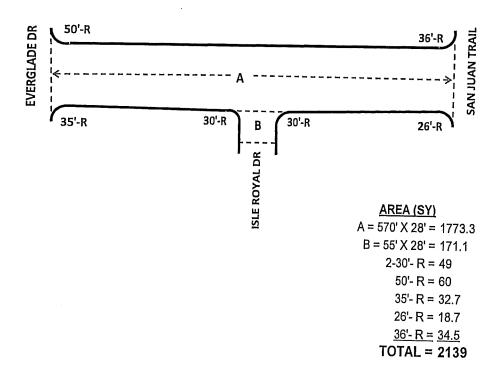
ITEMS	
• • • • • • • • • • • • • • • • • • • •	144 GAL
TACK COAT	389 TON
HMA LOWER LAYER 2.25" - 3 LT 58-28 S	
HMA UPPER LAYER 1.75" - 4 LT 58-28 S	<b>303</b> TON
THUM OF LECT LAND	860 TON
	SY
WEDGE CUT GRINDING CONCRETE	
	SY
RAMPING SAS	1,000 CY
ESTIMATED UNDERCUT	
ESTIMATED BREAKER	<i>500</i> TON
	7,654 SY
PULVERIZE	7,007

#### STREET NAME: CARLSBAD DR

#### LIMITS: EVERGLADE DR TO SAN JUAN TRAIL



**ITEMS** 

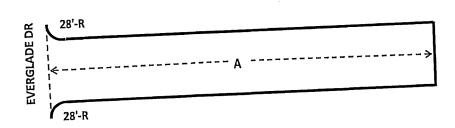


# TACK COAT GAL HMA LOWER LAYER TON HMA UPPER LAYER 3" - 4 LT 58-28 S 385 TON ESTIMATED UNDERCUT 300 CY ESTIMATED BREAKER TON RAMPING SAS SY

COTINATED BREAKER		TON
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE	· · · · · · · · · · · · · · · · · · ·	-SY
FULL WIDTH GRINDING		SY
PULVERIZE	2.420	
,44,	2,139	.51

STREET NAME: EVERGLADE CIR
LIMITS: EVERGLADE DR TO EAST END



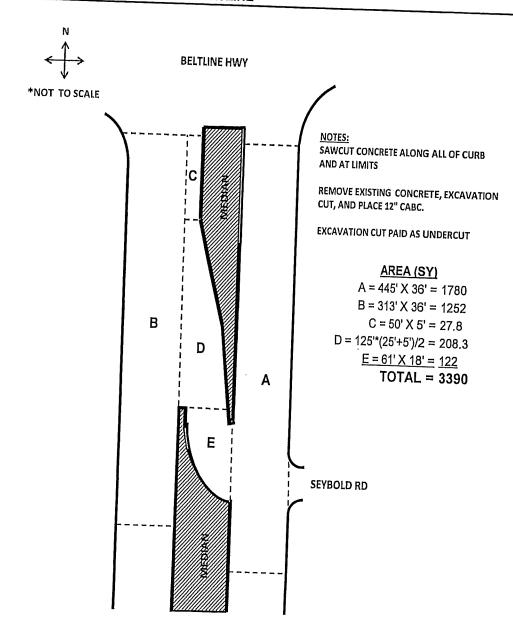


AREA (SY) A = 175' X 28' = 544 

ITEMS	GAL
TACK COAT	TON
HMA LOWER LAYER 106	TON
HMA UPPER LAYER 3" - 4 LT 58-28 S 100	CY CY
ESTIMATED UNDERCUT	TON
ESTIMATED BREAKER	SY
RAMPING SAS	-sy
WEDGE CUT GRINDING CONCRETE	SY
	7 SY
PULVERIZE	

#### STREET NAME: SOUTH GAMMON RD

#### LIMITS: SEYBOLD RD TO BELTLINE



#### **ITEMS**

TACK COAT	
HMA LOWER LAYER 3.5" - 3 MT 58-28 S	170 GAL
1111 00-20 0	712 TON
HMA UPPER LAYER 2" - 4 MT 58-28 S ESTIMATED UNDERCUT	407 TON
ESTIMATED BREAKER	1,350 CY
	720 TON
SAWCUT CONCRETE PAVEMENT	1,450 FT
SAWCUT ASPHALT PAVEMENT	380 FT
CRUSHED AGGREGATE BASE COURSE	
REMOVE CONCRETE PAVEMENT	2,300 TON
	3,390 SY

STREET NAME: EAST GORHAM STREET LIMITS: N BUTLER ST TO N BALDWIN ST AREA (SY) A = 3330' X 32' = 11840 N BALDWIN ST B = 65'\*(32'+26')/2 = 209.5\*NOT TO SCALE C = 1760' X 26' = 5084.4 N PATERSON ST K D=151'\*(32'+26')/2= 486.6 E= 42' X 23' = 107.3 AREA K ONLY: BINDER 3" SURFACE 3" 22'-R  $F = 37' \times 32' = 131.6$  $G = 52' \times 10' = 57.8$ J ! N LIVINGSTON ST  $H = 29' \times 24' = 77.3$ Α 22'-R I = 45' X 8' = 40  $J = 26' \times 28' = 80.9$ 28'-R 2-22'-R = 27.6D H! N BLOUNT ST 2-28'- R = 43 2-20'- R = 23.2 28'-R 25'-R = 17.4**TOTAL = 18227** G N BLAIR ST K = 252' X 32' = 896 N FEW ST NOTES AREA K: SAWCUT CONCRETE ALONG ALL OF CURB, 20'-R REMOVE EXISTING CONCRETE, EXCAVATION CUT, AND PLACE 16" CABC, PLACE 3" BINDER C N FRANKLIN ST & 3" SURFACE **EXCAVATION CUT PAID AS UNDERCUT** 20'-R N INGERSOLL I NOTES BUMP OUT AREAS: 25'-R NEW BUMPOUT AREAS (SEE PLAN FROM Α N HANCOCK ST Ε CONTRACT 8988) FINISH GRADE NEW BUMPOUTS & NEW N BREARLY NHANILTON ST **CURB AREAS, PAID AS FINISH GRADING EST** В PLACE 3" BINDER & 3" SURFACE CASTLE PL N BUTLER ST **ITEMS** 1.000 GAL TACK COAT **301** TON 3" - 3 MT 58-28 S HMA LOWER LAYER 3,582 TON 3" - 4 MT 58-28 S HMA UPPER LAYER 625 CY ESTIMATED UNDERCUT 500 FT SAWCUT CONCRETE 70 FT SAWCUT ASPHALT 800 TON CRUSHED AGGREGATE BASE COURSE 18,227 SY FULL WIDTH GRINDING 896 SY REMOVE CONCRETE PAVEMENT 480 TON ESTIMATED BREAKER 550 SY **ESTIMATED** BASE PATCH GRINDING METHOD 3 550 SY BASE PATCH GRINDING METHOD 5 **ESTIMATED** 

STREET NAME: EAST JOHNSON S	TREET
N SEVENTH  19'-R  19'-R  A  N SEVENTH  16'-R  ST  16'-R  A  N FOURTH ST	*NORTH ST  *NOT TO SCALE  AREA (SY)  A = 3260' X 32.5' = 11772.2  B= 38' X 40' = 168.9  C = 40' X 10' = 44.4  D = 44' X 8' = 39.1  E= 24' X 24' = 64  F = 17' X 24' = 45.3  G = 38' X 8' = 33.8  H = 40' X 9' = 40  I = 28' X 10' = 31.1  RADII TOTAL = 60.1  ISLANDS = -105.8  TOTAL = 12193  H   N SEVENTH  ST  CONCRETE ISLANDS  32'x8.5' = 30.2  2*(40'x8.5') = 75.6  TOTAL = 105.8
B C N THIRD ST  CONCRETE ISLAND	CONCRETE ISLAND  N SIXTH ST
TACK COAT	; <b>610</b> GAL
HMA LOWER LAYER HMA UPPER LAYER 3" - 4 MT 58-28 S	TON
HMA UPPER LAYER 3" - 4 MT 58-28 S ESTIMATED UNDERCUT	2,195 TON
BASE PATCH GRINDING METHOD 3 ES	<b>200</b> CY TIMATED <b>370</b> SY
BASE PATCH GRINDING METHOD 5 ES	770 SY TIMATED 370 SY
ESTIMATED BREAKER	325 TON
FULL WIDTH GRINDING	12,193 SY
ADJUST MH CASTINGS	<b>14</b> EA

STREET NAME: NELSON RD

LIMITS: HIGH CROSSING BLVD TO FELLAND RD

# AREA (SY) 1176' X 27' = 3528 (13'X112')/2= 80.9 45' X 36' = 180 660' X 27' = 1980 65' X 18' = 130 225' X 21' = 525 104'\*(20'+30')/2= 288.9 31'- R = 26

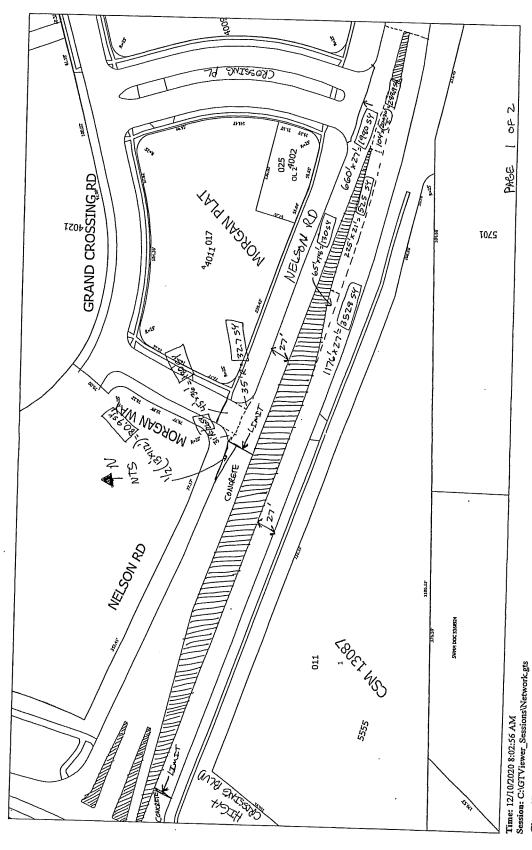
35'- R = 32.7 PAGE 1 TOTAL = 6772

109'\*(68'+60')/2= 775.1 174'\*(60'+41')/2= 976.3 203'\*(55'+41')/2= 1082.7 162' X 55' = 990 305'\*(48'+34')/2= 1389.4 125' X 8.5' = 118.1 35' X 22' = 85.6 38' X 34' = 143.6

PAGE 2 TOTAL = 5561

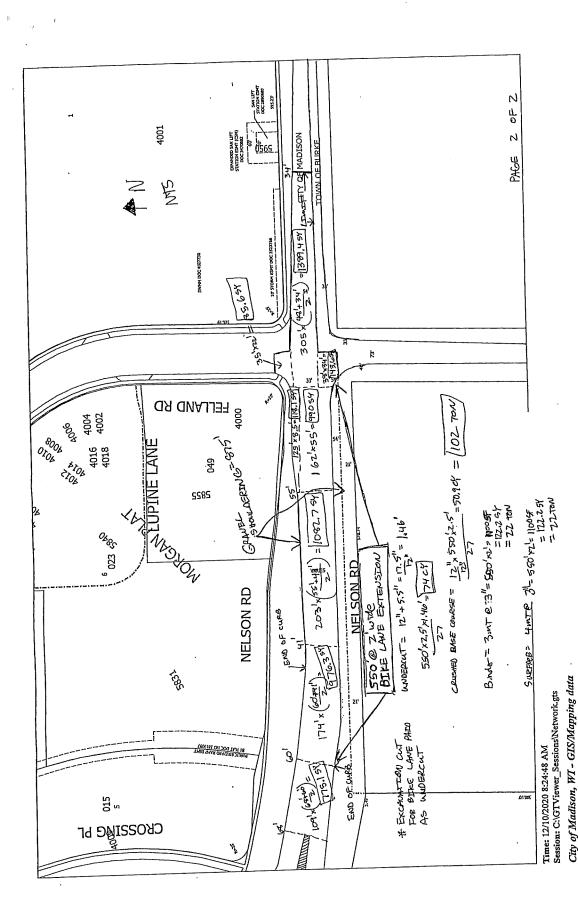
#### **TOTAL SY = 12332**

ITEMS	620	GΑ
TACK COAT	22	
HMA LOWER LAYER 3" - 3 MT 58-28 S		
I IIVIA LOVYLIVE TO THE TOTAL TO THE TOTAL	2,235	TO
I IIVIA OI I LIVE	280	CY
ESTIMATED UNDERCUT	325	TO
ESTIMATED BREAKER	110	
CRUSHED AGGREGATE BASE COURSE		_
BASE PATCH GRINDING METHOD 3 ESTIMATED	370	
BASE PATCH CRINDING METHOD 5 ESTIMATED	370	
BASE PATCH GRINDING METHOD	12,332	์รY
FULL WIDTH GRINDING	875	•
SHOULDERING		•
ADJUST MH CASTINGS	2	EA



City of Madison, WI - GIS/Mapping data

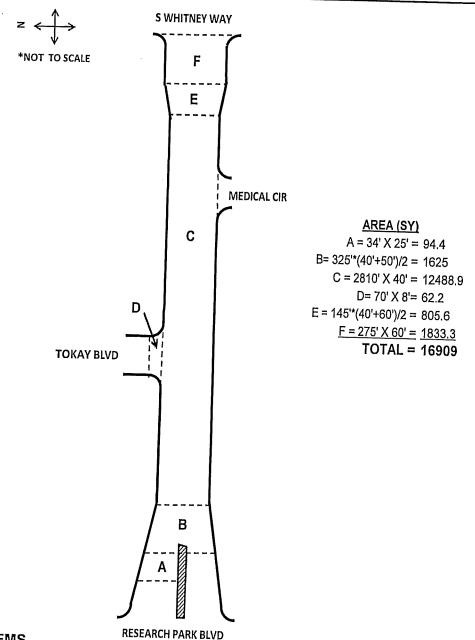
Printed By: ensch Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages



Printed By: ensrb Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages

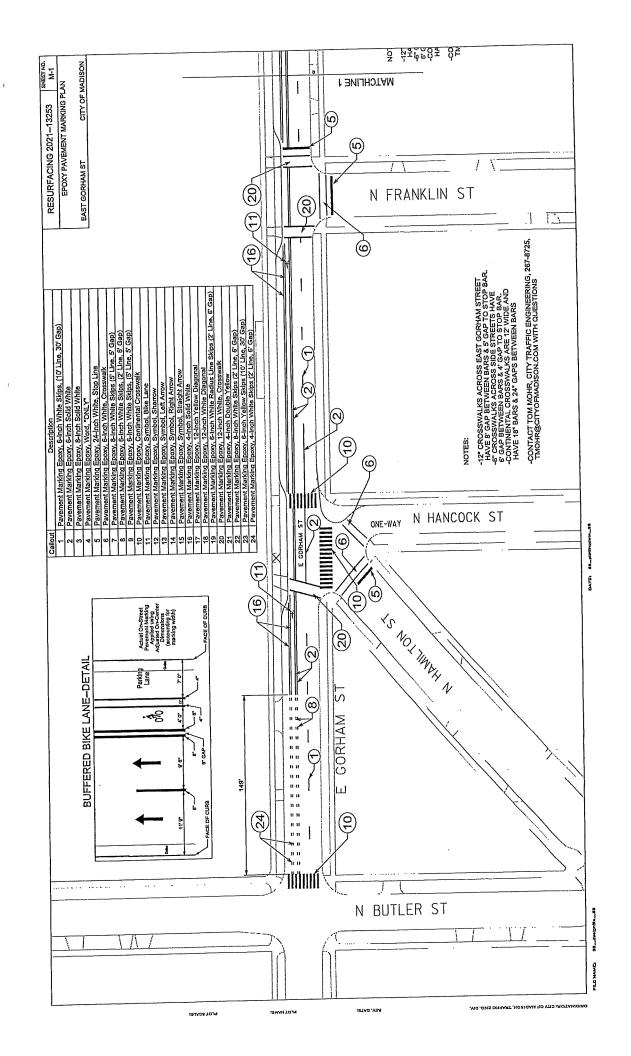
STREET NAME: ODANA RD

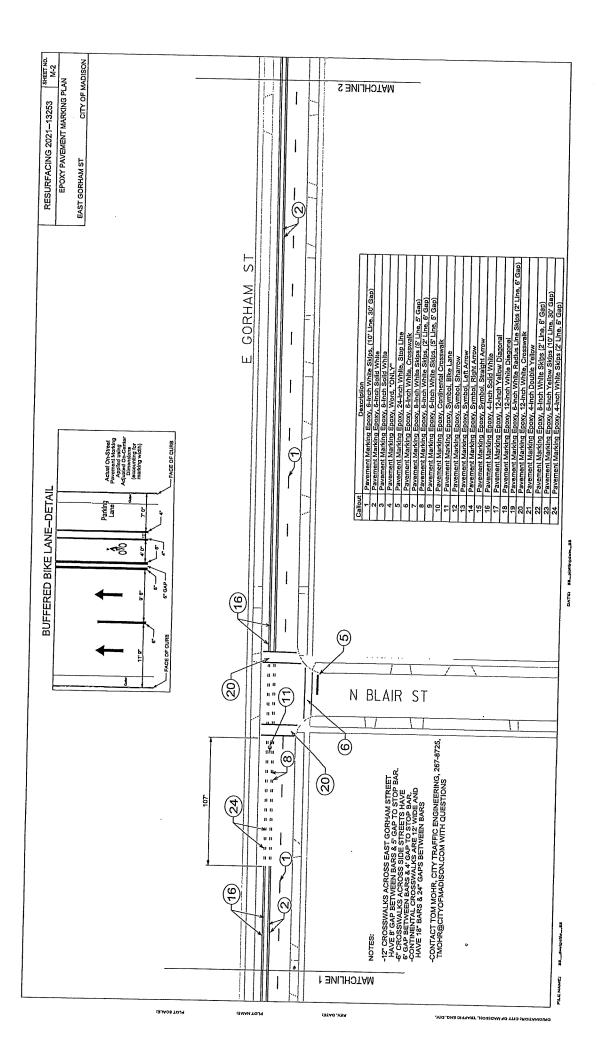
#### LIMITS: S WHITNEY WAY TO RESEARCH PARK BLVD

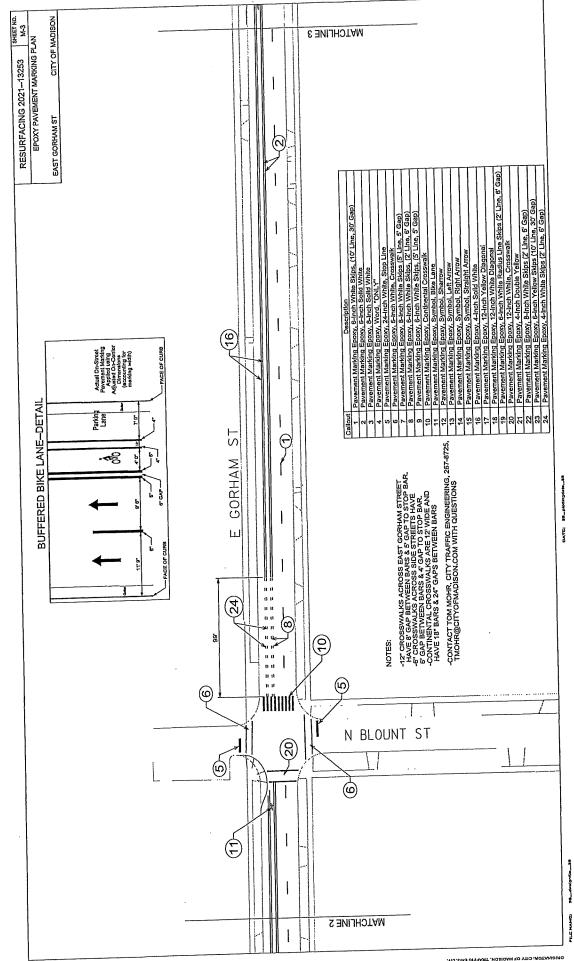


#### **ITEMS**

TACK COAT	0.45	- OAI
HMA LOWER LAYER	040	GAL
HMA UPPER LAYER 3" - 4 MT 58-28 S	3,044	
BASE PATCH GRINDING METHOD 3	510	-
BASE PATCH GRINDING METHOD 5	510	
RAMPING SAS		.EA
ESTIMATED UNDERCUT	300	
ESTIMATED BREAKER		TON
FULL WIDTH GRINDING	16,909	

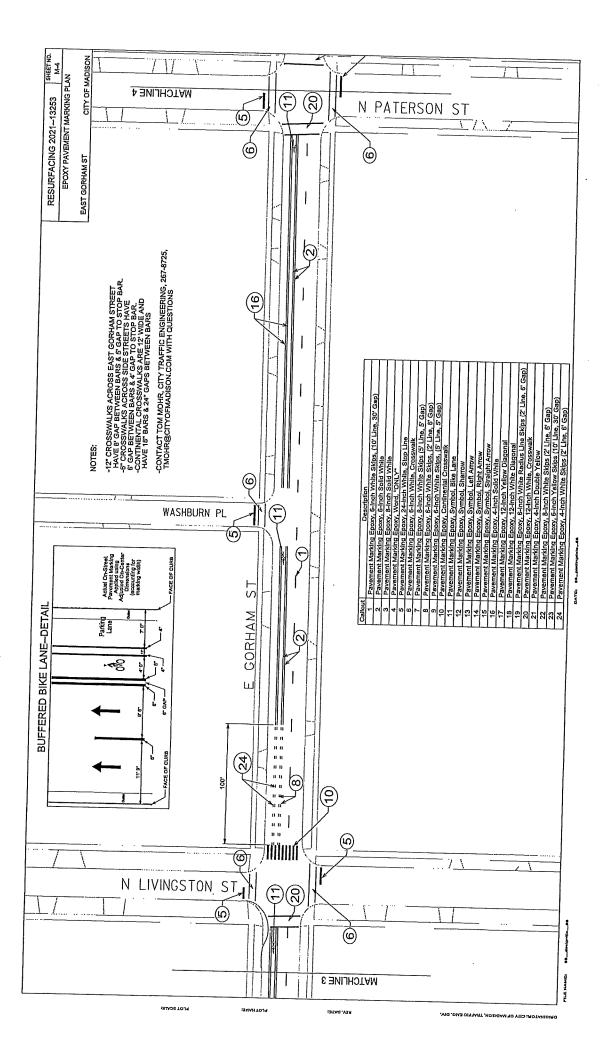


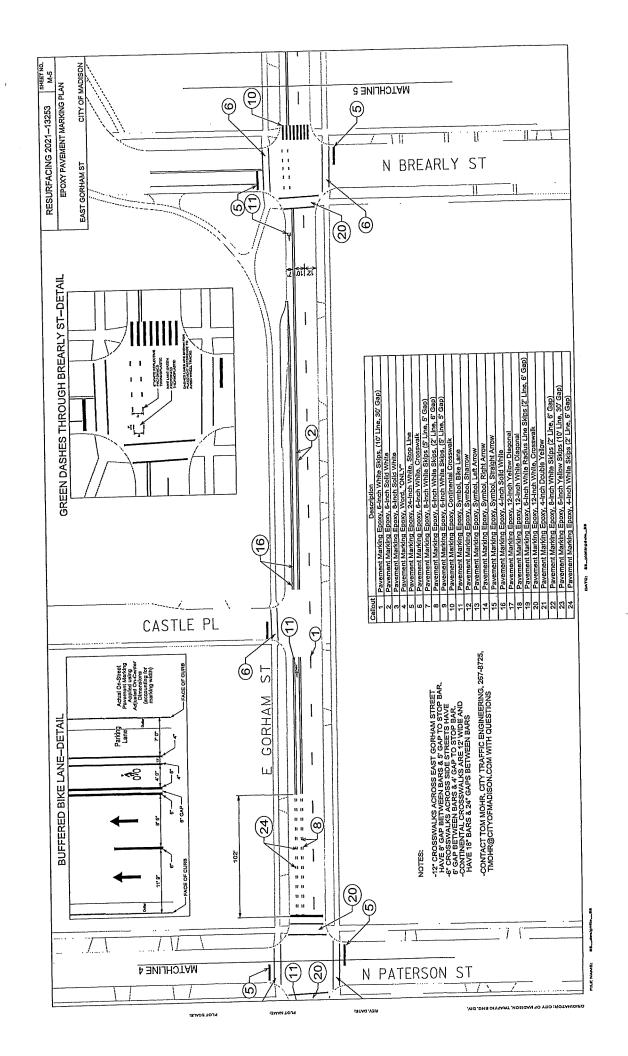


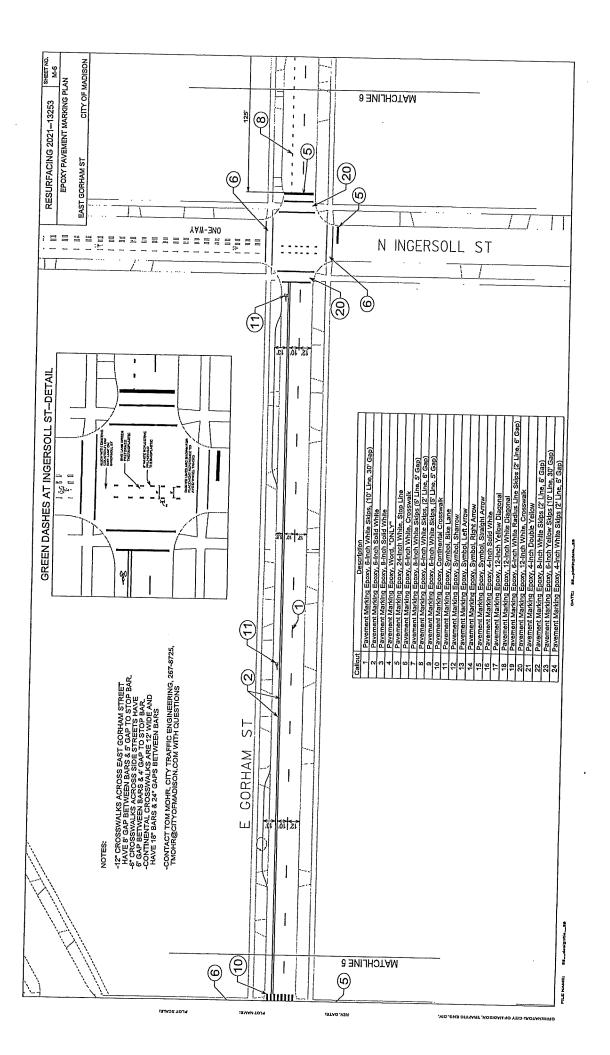


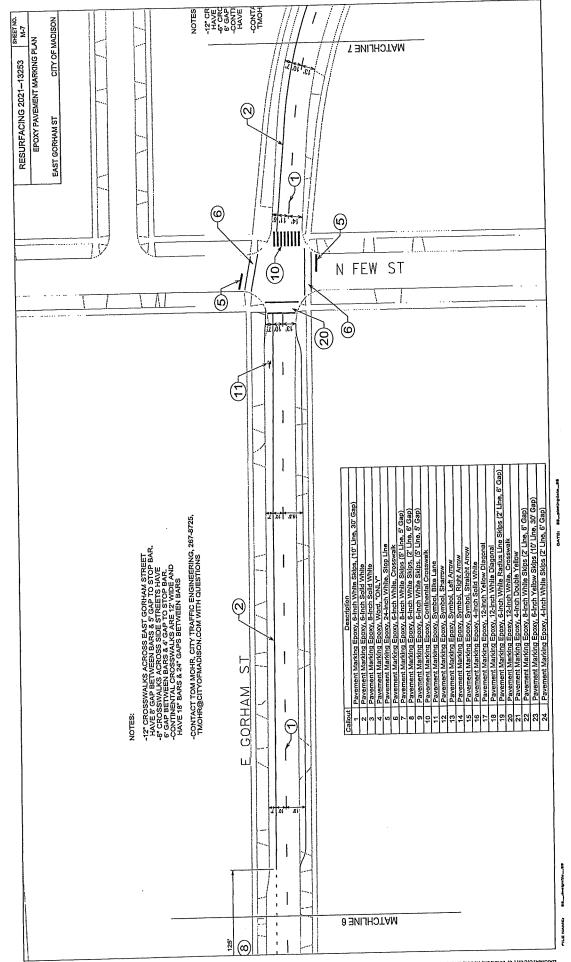
REV. DATE:

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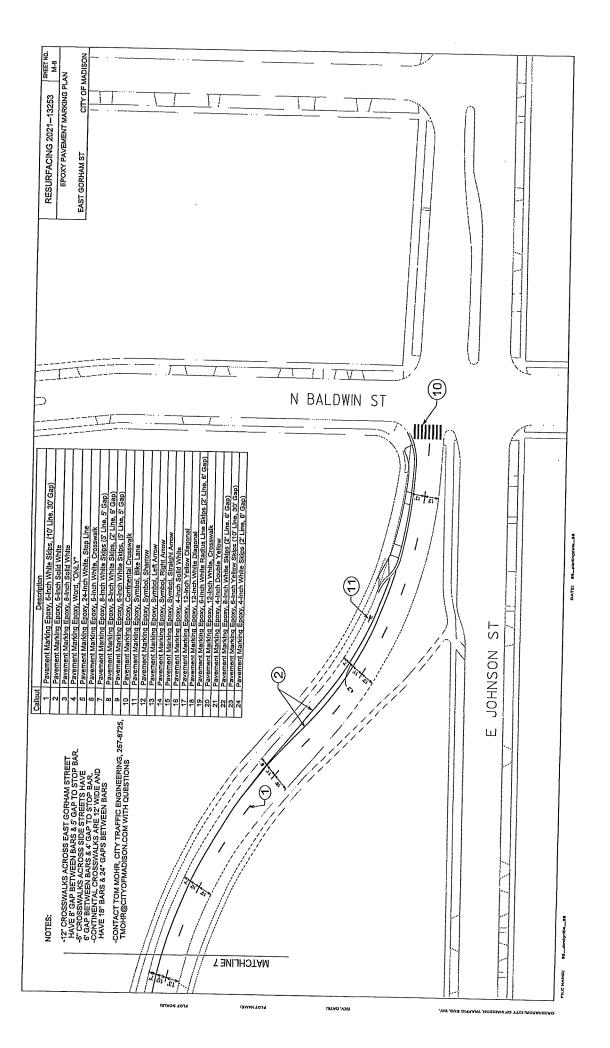


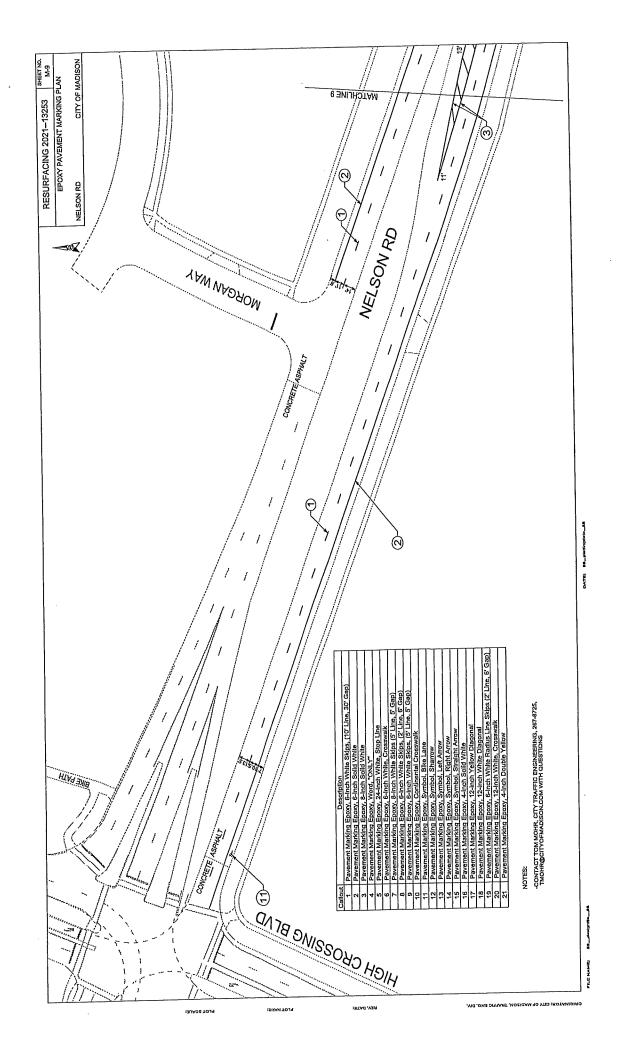
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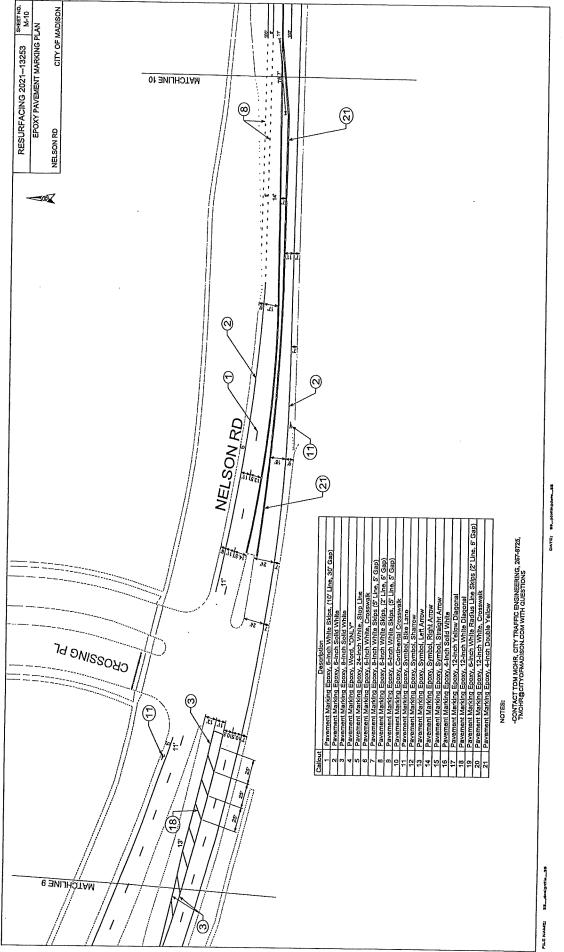
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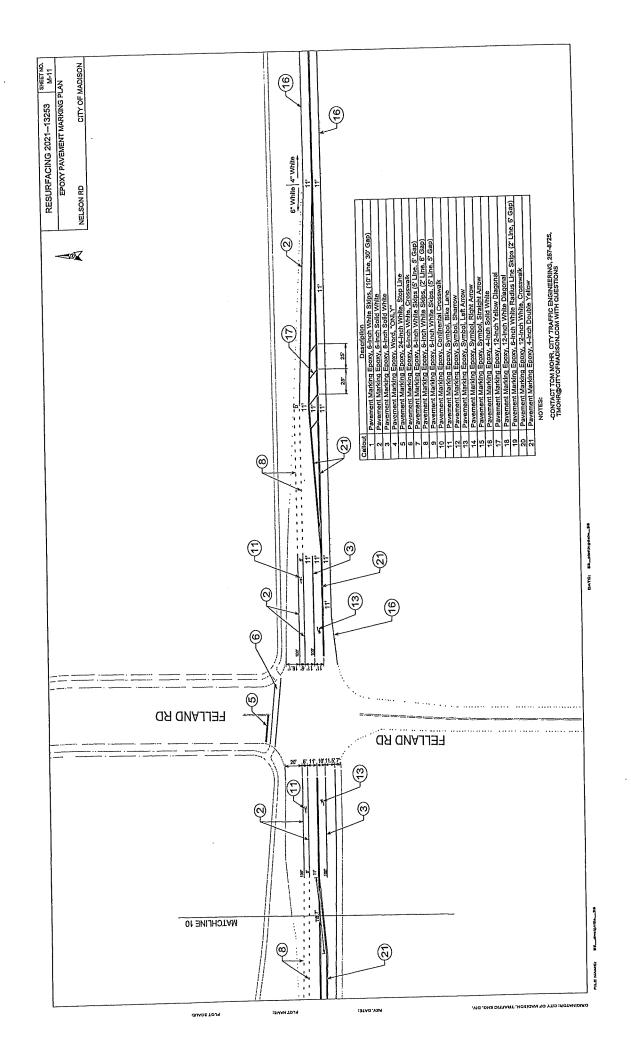


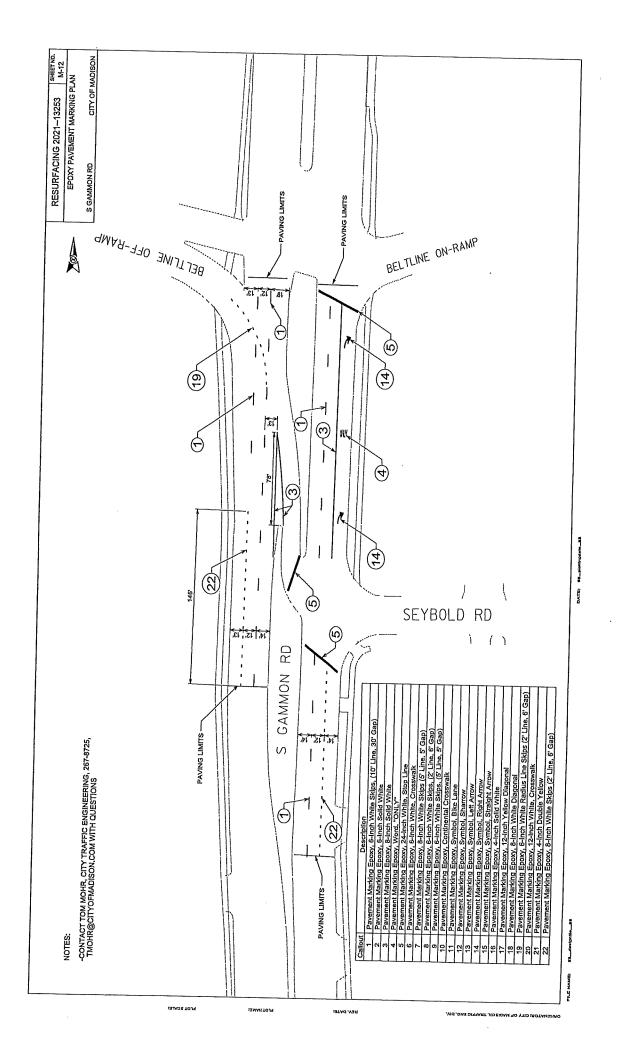
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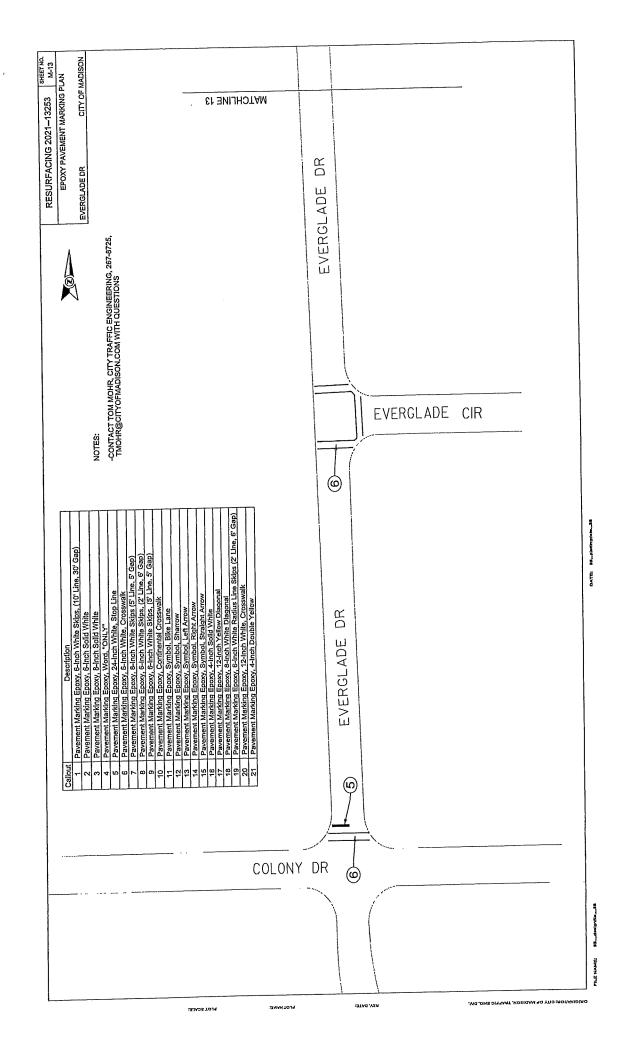
PLOT NAME

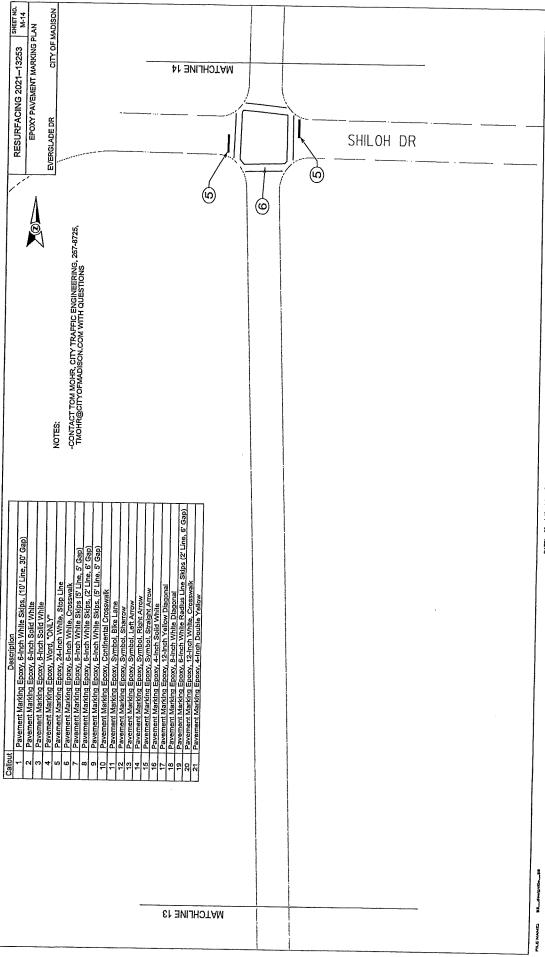
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ра , вня энтемит, новисьм чо үтгэ экот минию







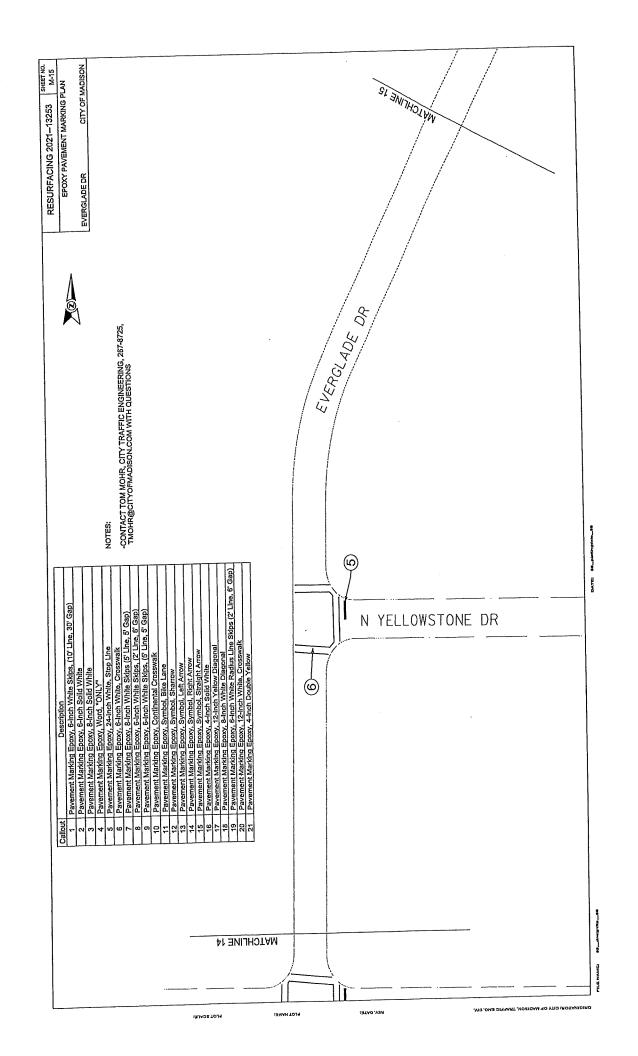


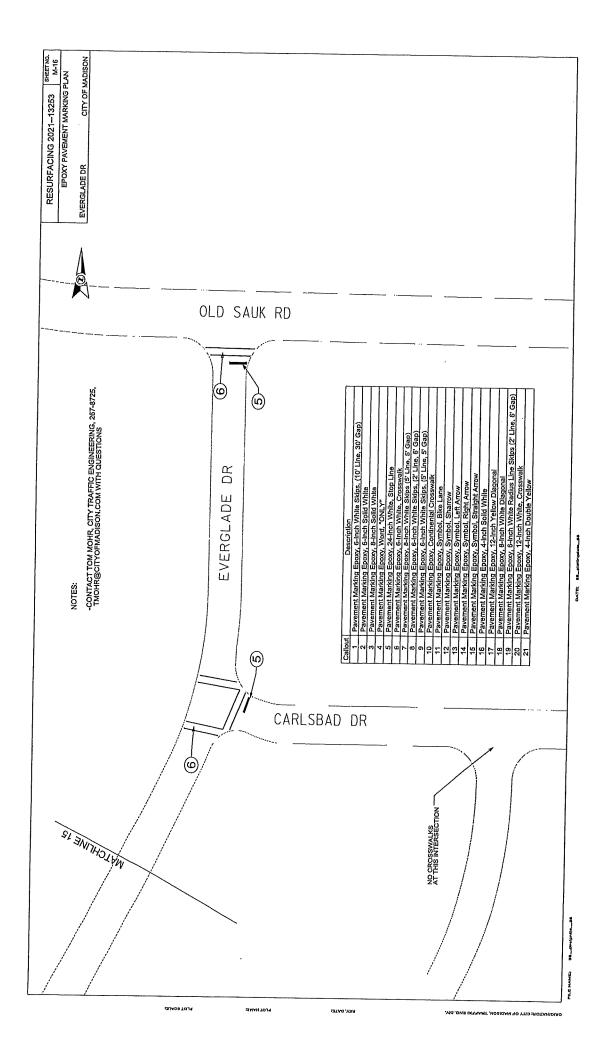
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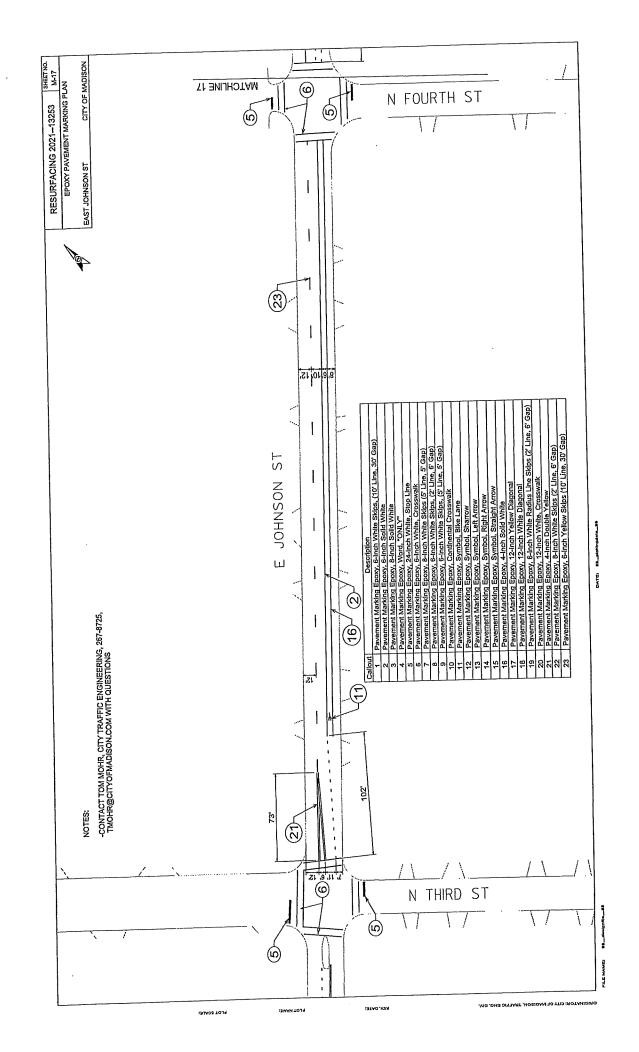
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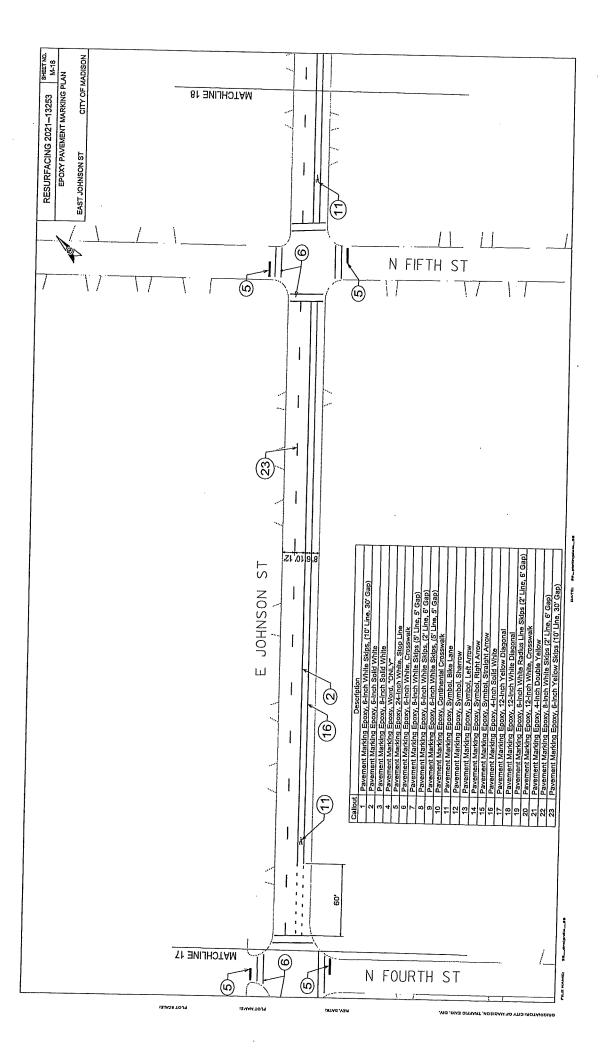
EV. DATE:

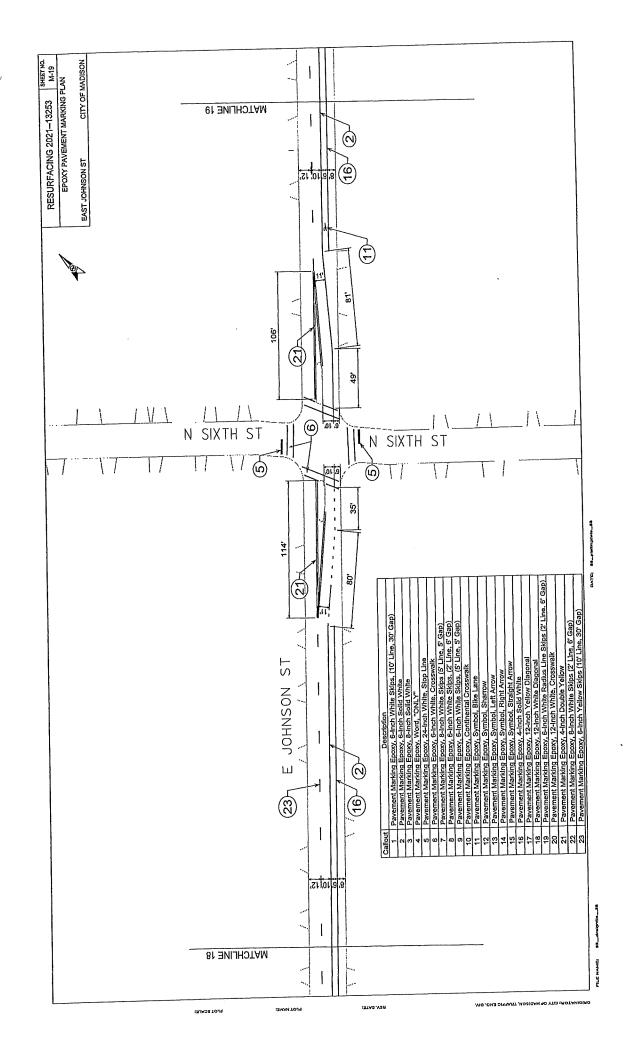
ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DV.

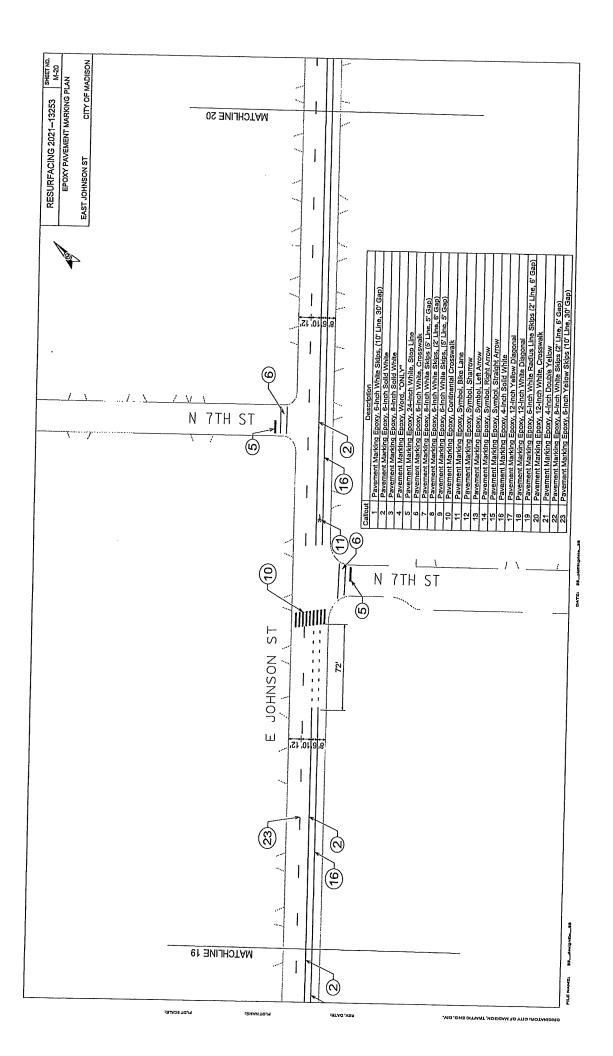


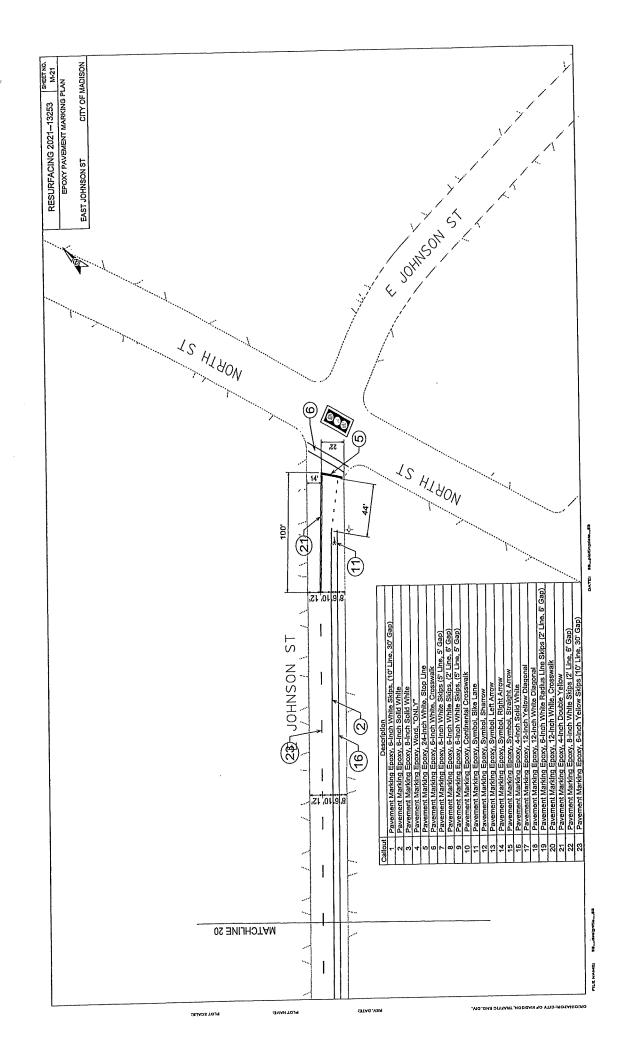


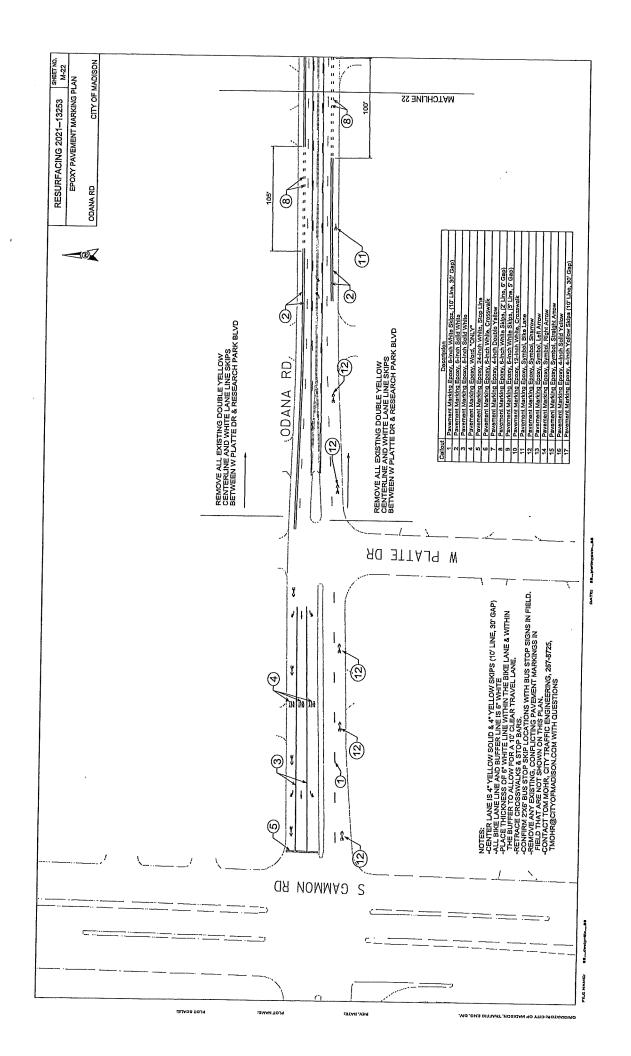


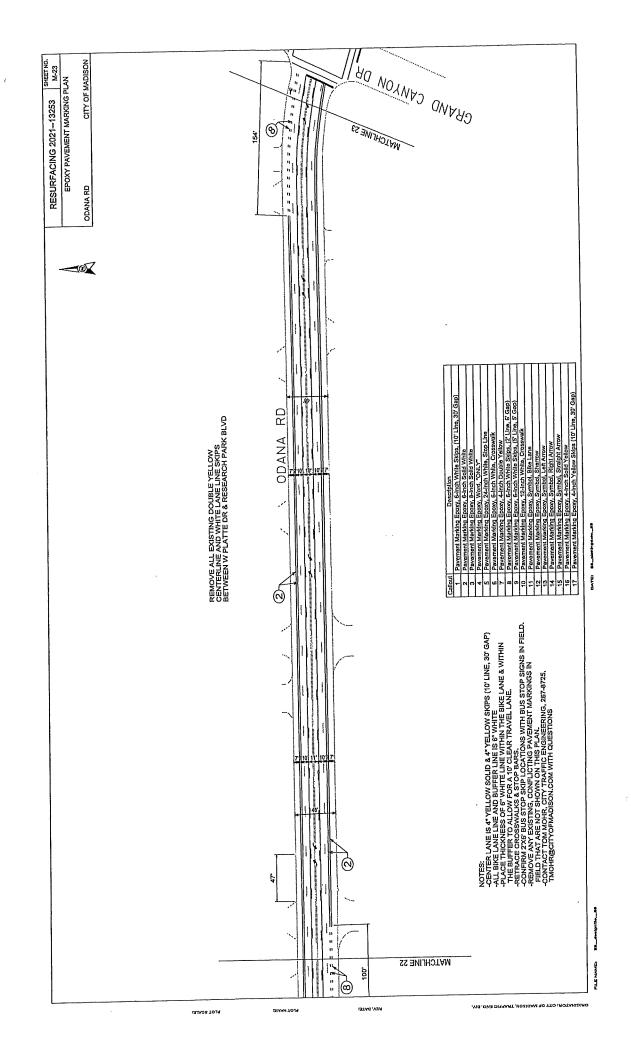


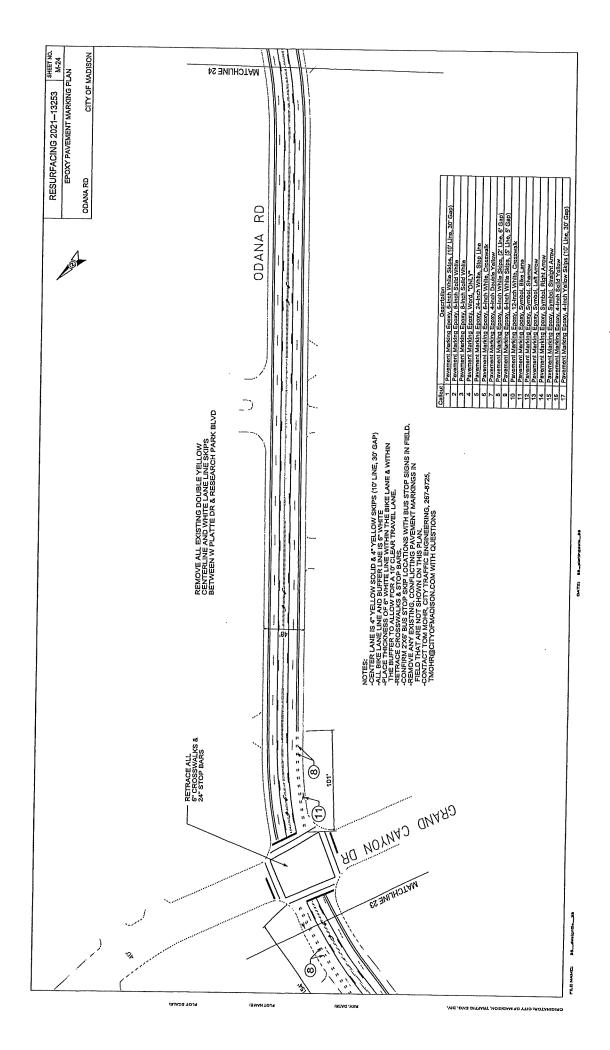


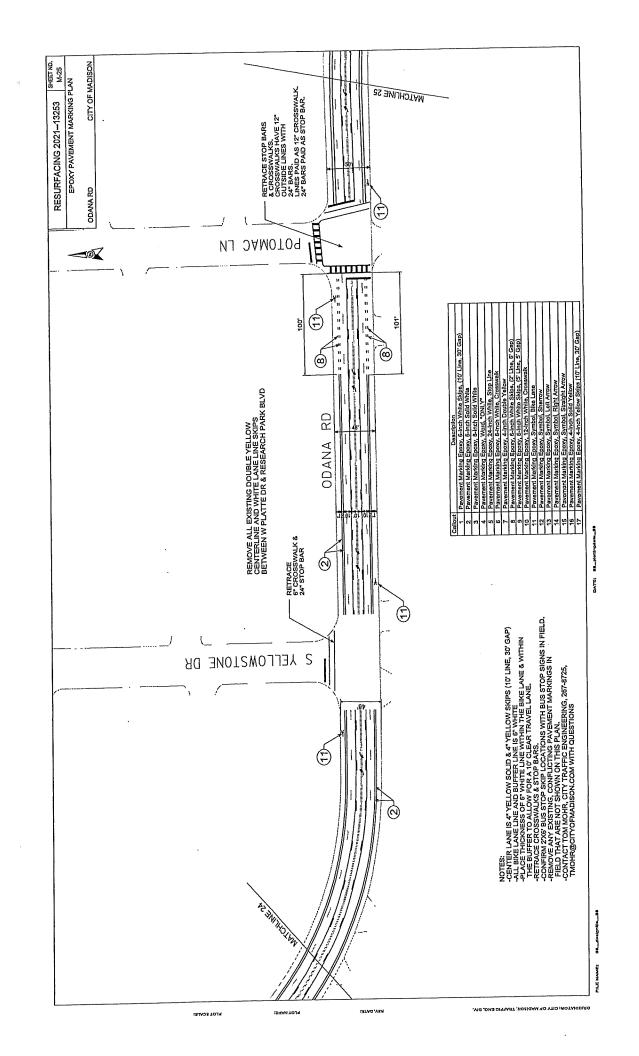


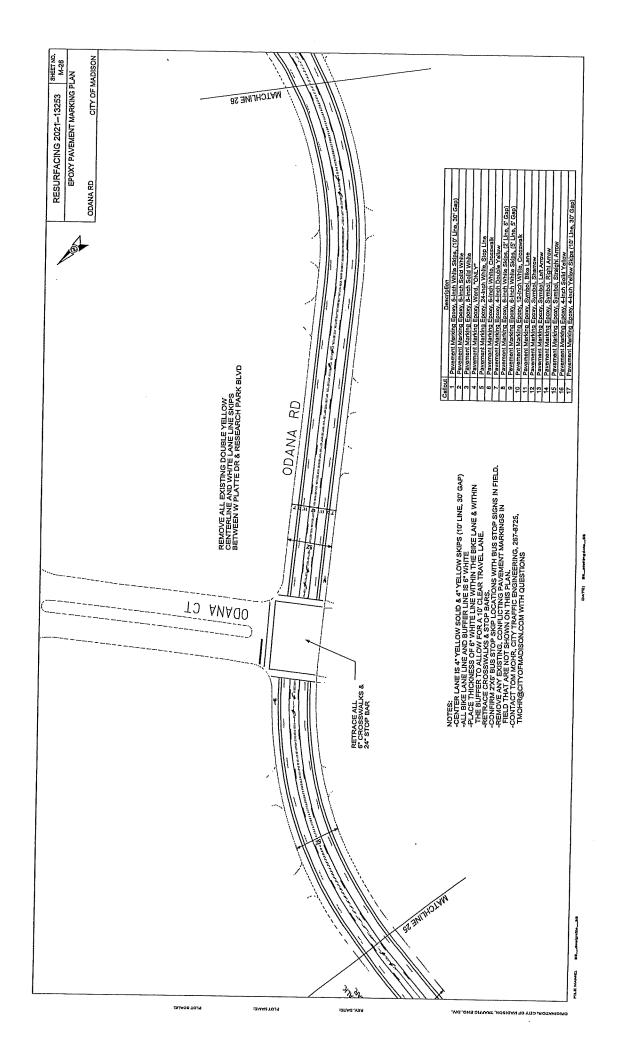












#### **Authorizing By-Law**

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin

of Green Bay, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of November, 2019.



WESTERN SURETY COMPANY

Paul T Bruflat Vice President

State of South Dakota County of Minnehaha

s

On this 8th day of November, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



I Mohn Notom Dul

#### **CERTIFICATE**



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

Form F4280-7-2012

### SECTION I: PAYMENT AND PERFORMANCE BOND

Madison, Wisconsin, in the sum of <u>ONE MILLION NINE HUNDRED FIFTY-NINE AND 80/100</u> (\$1,933,659.80) Dolla payment of which sum to the City of Madison, we hereby	rety, are held and firmly bound unto the City of IUNDRED THIRTY-THREE THOUSAND SIX
and administrators firmly by these presents.  The condition of this Bond is such that if the above bour perform all of the terms of the Contract entered into betwee construction of:	nden shall on his/her part fully and faithfully on him/herself and the City of Madison for the
RESURFACING 2021 - ASPHALT PAVEMENT I CONTRACT NO.	PULVERIZING, MILLING & PAVING 8989
in Madison, Wisconsin, and shall pay all claims for laborosecution of said work, and save the City harmless from a in the prosecution of said work, and shall save harmless th (under Chapter 102, Wisconsin Statutes) of employees and to be void, otherwise of full force, virtue and effect.	all claims for damages because of negligence
Signed and sealed this <u>17th</u> day of <u>Mal</u>	rch, 2021 Corporate Seal not required
Countersigned: PAY	pursuant to § 180.0120 3(c NE & DOLAN, INC.
Ayour D. Pratt	npany Name (Principal)
Witness Vice Pres	Seal
Z Secretary /	
Sure	cern Surety Company  Seal Commission
City Attorney By	Attorney-in-Fact Brian Krause
This certifies that I have been duly licensed as an agent of National Producer Number <u>8914226</u> for the year with authority to execute this payment and performance be revoked.	2021 and appointed as attorney-in-fact
3/17/2021 Ager	Dia Frans
Ager	nt Signature Brian Krause

# CERTIFICATE OF CORPORATE RESOLUTION PART OF THE MINUTES OF MEETING OF DIRECTORS

**RESOLVED**, that Kurt Bechthold, Mark E. Filmanowicz, Todd B. Hughes, Steven D. Higgins, Charles E. Bechthold, Brian Endres, John C. Bartoszek, Diane Gadzalinski, Kelly Hetherington, Andrew Schmidt, David L. Bechthold, Raymond A. Postotnik, Brian Enders, Christopher Urech, Doug W. Buth, Tyler Winter, Christopher J. Winiecki, Carrie Van Vonderen, Sam Bilhorn, Jake Brucker, Jeffrey Batchelor, Cecilia McCormack, Bridget Kraus and Emily Ayling shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Payne and Dolan, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 10<sup>th</sup> day of September 2020, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this \_17th \_\_\_\_ day of \_March \_\_\_\_, 2021 \_\_.

Mark E. Filmanowicz, Secretary

## RESURFACING 2021 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8989

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:		PAYNE & DOLAN, INC.	
Witness Witness	3/17/21	Company Name President	3/17/21 Date
Witness	Date #3	Secretary	Date
CITY OF MADISON, \	WISCONSIN  n made to pay the liability	Approved as to form:	
that will accrue under		Medical Jan City Attprney	ay 4/8/262/ Date
Witness	4-8-21 Date	Mayor	4 (15/2) Date
Witness / M	16 WOLD 3/3/1/2/ Date	May M HCC	0 3 3 1 24 Date

- 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.

- 2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- 3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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.

**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.

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

#### Article II

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

#### **SECTION H: AGREEMENT**

THIS AGREEMENT made this 17th day of Manual in the year Two Thousand and Twenty-One between PAYNE & DOLAN, 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 <u>MARCH 16, 2021</u>, 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:

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 2021 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8989

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 <u>ONE MILLION NINE HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY-NINE AND 80/100</u> (\$1,933,659.80) 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

#### **Authorizing By-Law**

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin Trudy A. Szalewski, Christopher H. Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of March, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice Presiden

State of South Dakota County of Minnehaha

ss

On this 9th day of March, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

#### CERTIFICATE

OF A VANDAGE

ESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

## CERTIFICATE OF BIENNIAL BID BOND

ΓΙΜΕ PERIOD- VALID (FROM/TO)	
2/1/2018 to 1/31/2020	
NAME OF SURETY	
WESTERN SURETY COMPANY	
NAME OF CONTRACTOR	
PAYNE & DOLAN, INC.	
CERTIFICATE HOLDER	
City of Madison, Wisconsin	

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

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.

PRINCIPAL	1
PAYNE & DOLAN, INC.	1/14/18
COMPANY NAME AFFIX SEAL	DATE
By: SIGNATURE AND TITLE VICE President SURETY	
WESTERN SURETY COMPANY	January 17, 2018
COMPANY NAME AFFIX SEAL	DATE
By:  SIGNATURE AND TITLE  Trudy A. Szalewski, Attorney-in-fa	
This certifies that I have been duly licensed as Provider No. 6502661 for authority to execute this bid bond, which power of	an agent for the Surety in Wisconsin under National the year 2018 and appointed as attorney in fact with fattorney has not been revoked.
January 17, 2018 DATE	AGENT SIGNATURE Trudy A. Szalewski
	10700 Research Drive - #450 ADDRESS
	Milwaukee, WI 53226
	CITY, STATE AND ZIP CODE
	414-225-5394
	TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.



#### Department of Public Works

## **Engineering Division**

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

Clty-County Building, Room 115 210 Martin Luther King, Jr. Boulevard Madison, Wisconsin 53703 Phone: (608) 266-4751 Fax: (608) 264-9275 engineering@cityofmadison.com www.cityofmadison.com/engineering

Assistant City Engineer Gregory T. Fries, P.E. Kathleen M. Cryan

**Principal Engineer 2** Christopher J. Petykowski, P.E. John S. Fahrney, P.E.

Principal Engineer 1 Christina M. Bachmann, P.E. Eric L. Dundee, P.E.

Facilities & Sustainability

	Jeanne E. Hoffman, Manage
BIENNIAL BID BOND	Mapping Section Manage Eric T. Pederson, P.S
	<b>Financial Manage</b> Steven B. Danner-River
PAYNE & DOLAN, INC.	
(a corporation of the State of wi	
(individual), (partnership), (hereinafter referred to as the "Principal") and WESTERN SURETY COMPANY	
a corporation of the State of SD (hereinafter referred to as the do business in the State of Wisconsin, are held and firmly bound unto the Ci (hereinafter referred to as the "City"), in the sum equal to the individual properties to the bids of the Principal herein accepted by the City, for the payment the Surety hereby jointly and severally bind ourselves, our heirs, essuccessors and assigns.	ty of Madison, Wisconsin posal guaranty amounts of tent of which the Principal
The condition of this obligation is that the Principal has submitted to the Cit from the time period of <u>February 1, 2018</u> through <u>January 31,</u>	y certain bids for projects
If the Principal is awarded the contract(s) by the City and, within the time an after the prescribed forms are presented for its signature, the Principal enters intaccordance with the bid(s), and files with the City its bond(s) guaranteeing	o (a) written contract(s) in

payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before tlle expiration of such thirty (30) day period.

#### RESURFACING 2021 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

CONTRACT NO. 8989 DATE: 2/18/2021

Payne	9	$D^{\sim}$	lan	Inc

Item	Quantity	Price	Extension
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - LF	\$5,300.00	\$1.40	\$7,420.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - LF	\$48,760.00	\$0.75	\$36,570.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - LF	\$1,750.00	\$2.70	\$4,725.00
60806.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 6-INCH - LF	\$50.00	\$4.50	\$225.00
60811.0 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 12-INCH - LF	\$200.00	\$8.00	\$1,600.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - LF	\$3,376.00	\$8.00	\$27,008.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - LF	\$950.00	\$8.50	\$8,075.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-	\$975.00	\$11.50	\$11,212.50
INCH - LF			
60818.0 - PAVEMENT MARKING EPOXY,STOP LINE, 24- INCH - LF	\$1,290.00	\$11.75	\$15,157.50
60822.0 - PAVEMENT MARKING EPOXY,SYMBOL,SHARROW - EACH	\$16.00	\$230.00	\$3,680.00
60823.0 - PAVEMENT MARKING EPOXY,SYMBOL,BIKE LN - EACH	\$43.00	\$100.00	\$4,300.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	\$63.00	\$200.00	\$12,600.00
60830.0 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	\$5.00	\$200.00	\$1,000.00
60831.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT ARROW - EACH	\$2.00	\$200.00	\$400.00
60834.0 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	\$2.00	\$225.00	\$450.00
60881.0 - PAVEMENT MARKING REMOVAL, 6-INCH - LF	\$2,400.00	\$0.95	\$2,280.00
60886.0 - PAVEMENT MARKING REMOVAL, 4-INCH DOUBLE YELLOW - LF	\$3,700.00	\$1.70	\$6,290.00
90001.0 - RIGID FRAME INLET PROTECTION - COMPLETE - EACH	\$20.00	\$350.00	\$7,000.00
90002.0 - GRAVEL SHOULDERING - LF	\$875.00	\$4.00	\$3,500.00
90003.0 - FINISH GRADING - SY	\$700.00	\$3.00	\$2,100.00
90004.0 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT	\$110.00	\$19.00	\$2,090.00
MARKING, BIKE LANE GREEN - SF			
90005.0 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6-INCH WHITE RETROREFLECTIVE LINE - LF	\$44.00	\$30.00	\$1,320.00
73 Items	Totals		\$1,933,659.80

## RESURFACING 2021 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

CONTRACT NO. 8989 DATE: 2/18/2021

#### Payne & Dolan, Inc.

		rayne ox i	Joian, Inc.
Item	Quantity	Price	Extension
Section B: Proposal Page			
10701A - TRAFFIC CONTROL - GROUP A - LUMP SUM	\$1.00	\$250.00	\$250.00
10701B - TRAFFIC CONTROL - GROUP B - LUMP SUM	\$1.00	•	•
10701C - TRAFFIC CONTROL - GROUP C - LUMP SUM	•	\$250.00	\$250.00
	\$1.00	\$250.00	\$250.00
10701D - TRAFFIC CONTROL - GROUP D - LUMP SUM	\$1.00	\$250.00	\$250.00
10701E - TRAFFIC CONTROL - GROUP E - LUMP SUM	\$1.00	\$250.00	\$250.00
10701F - TRAFFIC CONTROL - GROUP F - LUMP SUM	\$1.00	\$250.00	\$250.00
10701G - TRAFFIC CONTROL - GROUP G - LUMP SUM	\$1.00	\$250.00	\$250.00
10701R - TRAFFIC CONTROL - LOCAL STREET (undistributed) - EACH	\$1.00	\$1,000.00	\$1,000.00
10701S - TRAFFIC CONTROL - MAJOR STREET, two lanes (undistributed) - EACH	\$1.00	\$2,000.00	\$2,000.00
10701T - TRAFFIC CONTROL - MAJOR STREET, more than two lanes	\$1.00	\$2,000.00	\$2,000.00
(undistributed) - EACH			
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	\$75.00	\$25.00	\$1,875.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE -	\$100.00	\$75.00	\$7,500.00
DAYS			
10750.0 - RESET MONUMENT - EACH	\$1.00	\$500.00	\$500.00
10911A - MOBILIZATION - GROUP A - LUMP SUM	\$1.00	\$150,00	\$150.00
10911B - MOBILIZATION - GROUP B - LUMP SUM	\$1.00	\$150.00	\$150.00
10911C - MOBILIZATION - GROUP C - LUMP SUM	\$1.00	\$150.00	\$150.00
10911D - MOBILIZATION - GROUP D - LUMP SUM	\$1.00	\$150.00	\$150.00
10911E - MOBILIZATION - GROUP E - LUMP SUM	\$1.00	\$150.00	\$150.00 \$150.00
10911F - MOBILIZATION - GROUP F - LUMP SUM	\$1.00	\$150.00 \$150.00	\$150.00 \$150.00
10911G - MOBILIZATION - GROUP G - LUMP SUM	\$1.00	\$150.00 \$150.00	
10911R - MOBILIZATION - GROOF G - LOWF SOW 10911R - MOBILIZATION (undistributed) - EACH			\$150.00
,	\$1.00	\$2,500.00	\$2,500.00
20217.0 - CLEAR STONE - TON	\$40.00	\$15.00	\$600.00
20219.0 - BREAKER RUN - TON	\$2,830.00	\$13.00	\$36,790.00
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - LF	\$1,950.00	\$3.50	\$6,825.00
20303.0 - SAWCUT ASPHALT PAVEMENT - LF	\$450.00	\$2.00	\$900.00
20321.0 - REMOVE CONCRETE PAVEMENT - SY	\$4,286.00	\$15.00	\$64,290.00
21013.0 - STREET SWEEPING - LUMP SUM	\$1.00	\$2,500.00	\$2,500.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	\$10.00	\$100.00	\$1,000.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	\$30.00	\$8.00	\$240.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADE NO.2 OR NO.3 - TON	\$3,310.00	\$15.00	\$49,650.00
40201.0 - HMA PAVEMENT 3 LT 58-28 S - TON	\$389.00	\$61.10	\$23,767.90
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	\$5,146.00	\$70.10	\$360,734.60
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	\$1,039.00	\$66.00	\$68,574.00
40204.0 - HMA PAVEMENT 4 MT 58-28 S - TON	\$12,673.00	\$67.55	\$856,061.15
40218.0 - TACK COAT - GAL	\$5,429.00	\$1.95	\$10,586.55
40231.0 - ASPHALT DRIVE & TERRACE - RESURFACING - SY	\$50.00	\$18.00	\$900.00
40301.0 - FULL WIDTH GRINDING - SY	\$59,661.00	\$0.90	\$53,694.90
40303.0 - WEDGE CUT GRINDING ASPHALT - SY	-		
40304.0 - WEDGE CUT GRINDING CONCRETE - SY	\$1,650.00	\$5.75	\$9,487.50
	\$100.00	\$5.00	\$500.00
40308.0 - RAMPING SAS - EA	\$76.00	\$100.00	\$7,600.00
40311.0 - PULVERIZE AND SHAPE - SY	\$10,380.00	\$3.79	\$39,340.20
40321.0 - UNDERCUT - CY	\$4,155.00	\$15.00	\$62,325.00
40333.0 - BASE PATCH GRINDING, METHOD 3 - SY	\$1,800.00	\$14.00	\$25,200.00
40335.0 - BASE PATCH GRINDING, METHOD 5 - SY	\$1,800.00	\$20.00	\$36,000.00
40361.0 - SAS ADJUSTING RING - EACH	\$8.00	\$100.00	\$800.00
40362.0 - ADJUST ACCESS STRUCTURE CASTING, RESURFACING - EACH	\$16.00	\$500.00	\$8,000.00
40363.0 - ADJUST CATCHBASIN CASTING, RESURFACING - EACH	<b>Q1</b> 00	00.00 <b>2</b>	<b>ቀድደ</b> ስ ስስ
	\$1.00 \$45.00	\$650.00	\$650.00
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EACH	\$15.00	\$300.00	\$4,500.00
40369.0 - INSTALL ADJUSTABLE VALVE BOX RISER - EACH	\$30.00	\$150.00	\$4,500.00
40395.0 - REMOVE CONCRETE UTILITY PATCH - LF	\$100.00	\$15.00	\$1,500.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - LF	\$26,100.00	\$0.65	\$16,965.00

<b>⊠</b> pro	The Contractor has reviewed the list and shall not use any apprenticeable trades on this ject.
	T APPRENTICABLE TRADES (check all that apply to your work to be performed on this itract)
	BRICKLAYER
П	CARPENTER
	CEMENT MASON / CONCRETE FINISHER
	CEMENT MASON (HEAVY HIGHWAY)
V	CONSTRUCTION CRAFT LABORER
	DATA COMMUNICATION INSTALLER
	ELECTRICIAN
П	ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL /
	RVICE
	GLAZIER
<u> </u>	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
П	STEAMFITTER
	STEAMFITTER (REFRIGERATION)
	STEAMFITTER (SERVICE)
	TAPER and FINISHER
	TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
	TILE SETTER

Contract 8989 - Payne & Dolan, 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.

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.
$\square$ 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.

## RESURFACING 2021 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

## **CONTRACT NO. 8989**

## **Small Business Enterprise Compliance Report**

## **Summary Sheet**

## SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	ame(s) of SBEs Utilized		% of Total Bid Amount		
Bullet Transit Company, Inc.	Trucking		4.68 %		
Asti Sawing, Inc.	Sawing		.39 %		
Schlobohm Trucking	Trucking		.93 %		
			%		
			%		
			%_		
			%_		
			%%		
			%		
			%		
			%		
			%%		
			%		
Subtotal SBE who are NOT su	ppliers:		6_%		
SBE Subcontractors Who Are S	<u>uppliers</u>				
Name(s) of SBEs Utilized		Type of Work	% of Total Bid Amount		
			%		
			%		
			%		
			%		
			%		
			%		
Subtotal Contractors who are	suppliers:	% x 0.6 =	% (discounted to 60%)		
Total Percentage of SBE Utiliz	zation: <u>6</u>	%.			

Prime Bidder Information

Date

## RESURFACING 2021 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

### **CONTRACT NO. 8989**

## **Small Business Enterprise Compliance Report**

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

#### **Cover Sheet**

Company:	Payne & Dolan, Inc.
Address:	6295 Lacy Road
Telephone Number:	608-845-8900
Fax Number:	608-845-8884
Contact Person/Title:	Rocco Crivello - Project Manager / cell: 608-347-0980
Prime Bidder Certificati	on
Name:	Sam Bilhorn
Title:	Area Manager/Agent
Company:	Payne & Dolan, Inc.
I certify that the information belief.  —DocuSigned by:	ation contained in this SBE Compliance Report is true and correct to the best of my knowledge and
lori langer	Sam Billion
Witness' Signature	Bidder's Signature
2/18/2021	

# CERTIFICATE OF CORPORATE RESOLUTION PART OF THE MINUTES OF MEETING OF DIRECTORS

RESOLVED, that Kurt Bechthold, Mark E. Filmanowicz, Todd B. Hughes, Steven D. Higgins, Charles E. Bechthold, Brian Endres, John C. Bartoszek, Diane Gadzalinski, Kelly Hetherington, Andrew Schmidt, David L. Bechthold, Raymond A. Postotnik, Brian Enders, Christopher Urech, Doug W. Buth, Tyler Winter, Christopher J. Winiecki, Carrie Van Vonderen, Sam Bilhorn, Jake Brucker, Jeffrey Batchelor, Cecilia McCormack, Bridget Kraus and Emily Ayling shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Payne and Dolan, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 10<sup>th</sup> day of September 2020, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this 18th day of February, 2021

Mark E. Filmanowicz, Secretary

#### **SECTION E: BIDDERS ACKNOWLEDGEMENT**

# RESURFACING 2021 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8989

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 - 2021 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.  N/A to the Contract of the prices for poid work on contained in this proposal.
	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
4.	to this bid or contract or otherwise. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
٦,	(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
	Payne & Dolan, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin
	a partnership consisting of : an individual trading as
	a partnership consisting of; an individual trading as; of the City of State
	of; that I have examined and carefully prepared this Proposal,
	from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its,
	their) behalf; and that the said statements are true and correct.
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	TOMB Home
SIGNATI	
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10de	I B Hughes Vice hesident
TITLE, IF	ANY O AA
Sworn	and subscribed to before me this
	and subscribed to belore the this  Aday of February  20 21
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	Public or officer guthorized to administer oaths)
My Con	Public of ether officer authorized to administer oaths)  mission Expires _2/19/2023
	·····

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

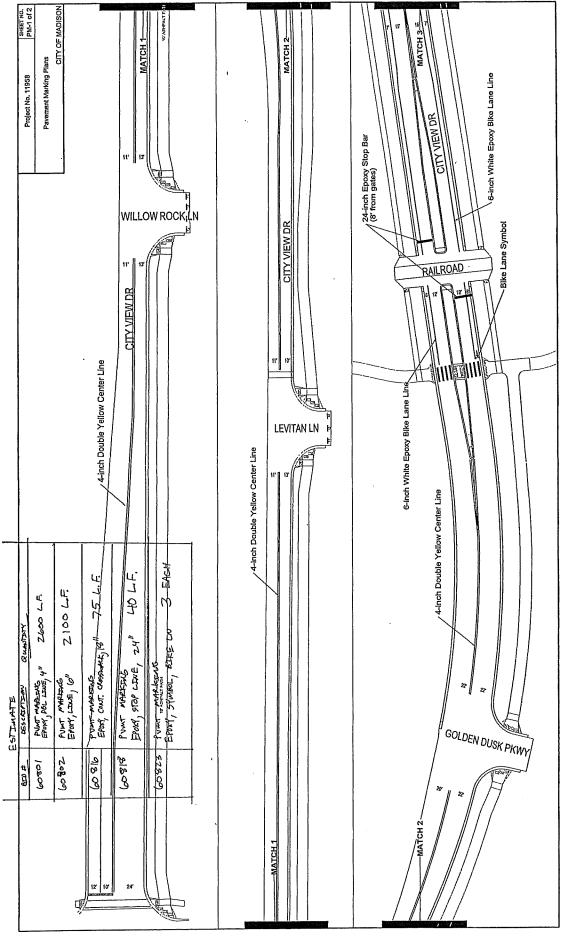
PM-2 CF 2 Pavement Marking Plan Project No. 11958 Bike Lane Symbol Linch Double Yellow Center Line 3-inch White Epoxy Bike Lane Line Hinch White Epoxy Bike Lane Line

PLOT SCALEL

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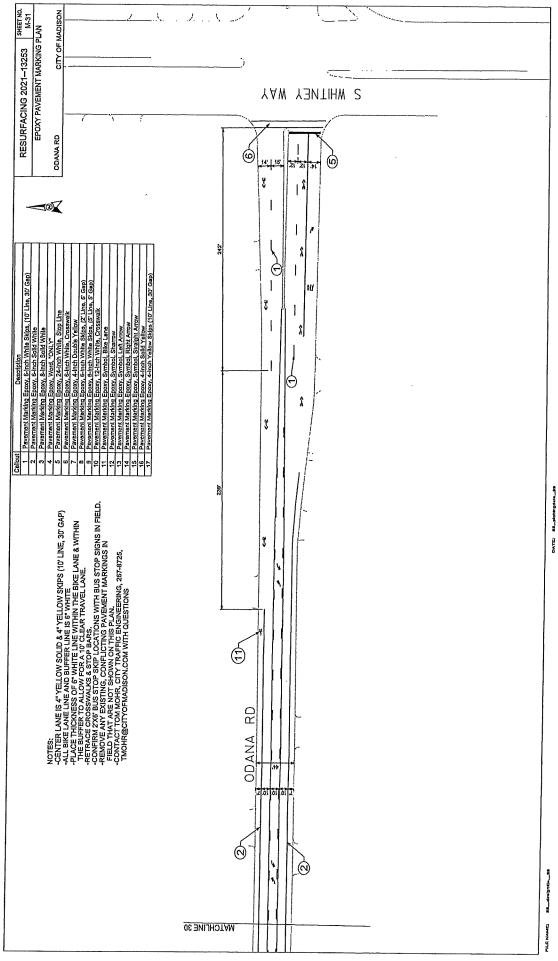
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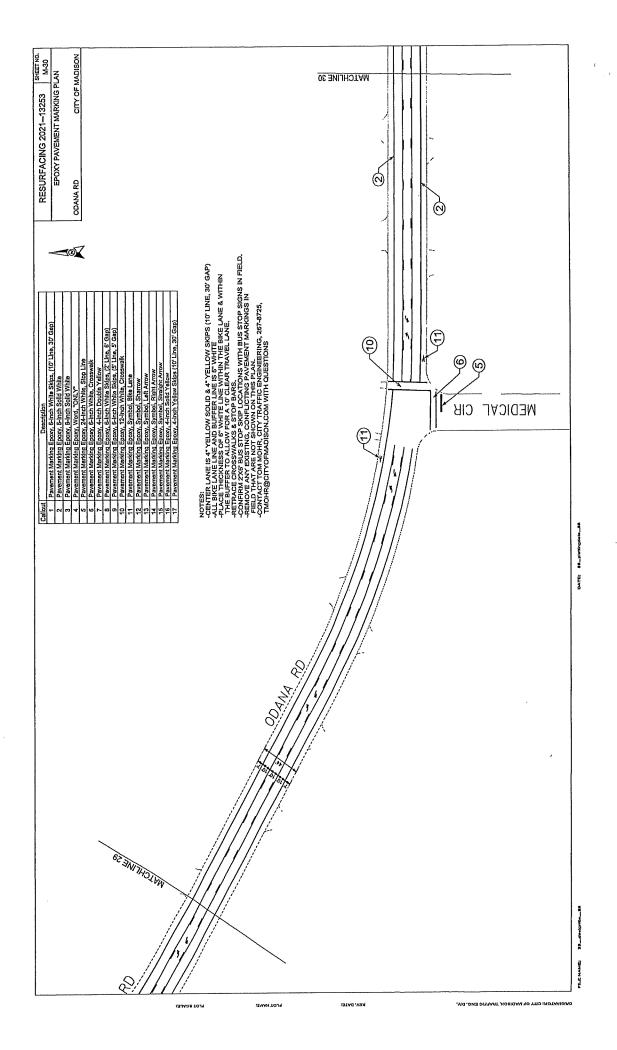
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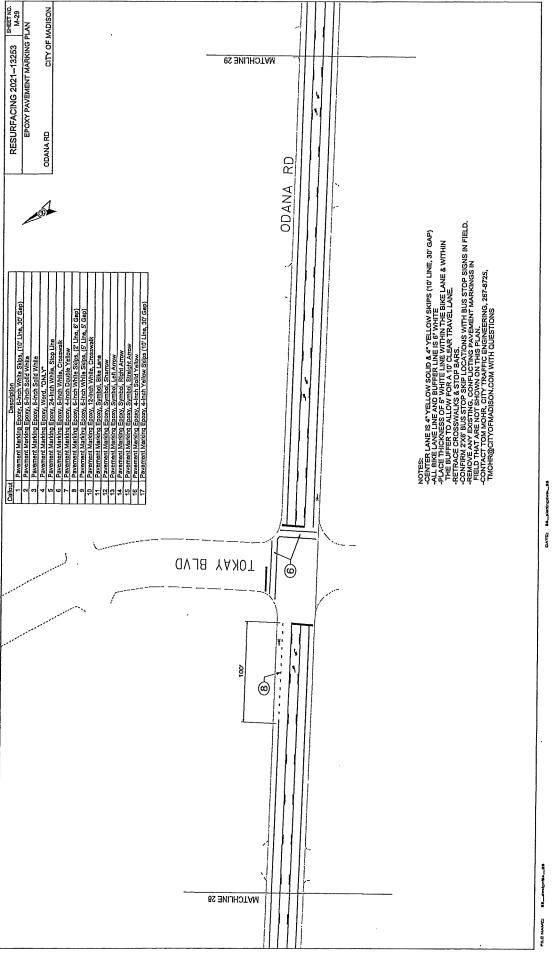
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HAY DATE:

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SHEET ND. M-28 CITY OF MADISON EPOXY PAVEMENT MARKING PLAN WATCHLINE 28 RESURFACING 2021-13253 ODANA RD 9 @ 100, 6 ODANA RD MATCHLINE 27

оморуудан: СПҮ ОК МАЛБОН, ТЯАККІС ЕНС, БМ.

