

Contract Routing Form

ROUTING: Routine

printed on: 06/08/2023

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

Project: Resurfacing 2023 - Asphalt Pavement Pulverizing, Milling & Paving (2, 4, 6, 10 and 14 AD)

Contract No.: 8703
Enactment No.: RES-23-00370
Dollar Amount: 909,605.80

File No.: 76537
Enactment Date: 05/19/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6/8/2023	6/8/2023
Director of Civil Rights	6/9/2023	6/9/2023 (MCL)
Risk Manager	6/9/2023	6/9/2023 mcl
Finance Director	6/9/2023	6/9/23
City Attorney	6/12/2023	6/22/23
Mayor	6/23/2023	6/23/23

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

Original + 2 Copies

06/08/2023 09:46:14 enjls - Shawn Beer 267-1970

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8703
RESURFACING 2023 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

TRI-COUNTY PAVING, INC.

\$ 909,605.80

Acct. No. 14347-402-170: 54410 (91396)	\$ 593,411.40
Contingency 8%±	<u>47,468.60</u>
Sub-Total	\$ 640,880.00

Acct. No. 14347-402-200: 54410 (91396)	\$ 310,844.40
Contingency 8%±	<u>24,865.60</u>
Sub-Total	\$ 335,710.00

Acct. No. 86367300-54410 (91396)	\$ 3,450.00
Contingency 8%±	<u>280.00</u>
Sub-Total	\$ 3,730.00

Acct. No. 83252-54410 (91396)	\$ 1,900.00
Contingency 8%±	<u>150.00</u>
Sub-Total	\$ 2,050.00

GRAND TOTAL	<u>\$ 982,370.00</u>
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Demographics

Company Name: Granite Re, Inc.

NAIC CoCode: 26310

State of Domicile: Minnesota

Organization Type: Stock

Short Name:

Country of Domicile: United States

Date of Incorporation: 11/13/1986

SBS Company Number: 54219575

Domicile Type: Foreign

NAIC Group Number: 7 - FEDERATED MUT GRP

Merger Flag: No

Address

Business Address

14001 QUAILBROOK DR
OKLAHOMA CITY, OK 73134
United States

Mailing Address

14001 QUAILBROOK DR
OKLAHOMA CITY, OK 73134
United States

Statutory Home Office Address

121 E PARK SQ
OWATONNA, MN 55060
United States

Main Administrative Office

Address
14001 QUAILBROOK DR
OKLAHOMA CITY, OK 73134
United States

Phone, Email, Website

Phone

Type	Number
Business Primary Phone	(405) 752-2600
Business Primary Phone	(507) 455-5200

Email

No results found.

Website

No results found.

Company Type

Business Primary Phone (405) 752-2600

Business Primary Phone (507) 455-5200

Company Type: Property and Casualty

Status: Active

Effective Date: 01/01/2020

Issue Date: 11/14/2001

Articles of Incorporation Received: No

Business Activities of Members:

Status Reason:

Legacy State ID: 111641

Approval Date:

Article No:

Status Date: 11/14/2001

Expiration Date:

File Date:

COA Number:

Appointments

Show 10 entries

Showing 1 to 3 of 3 entries

conn

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Property	01/31/2017	02/21/2023	03/15/2024
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	01/31/2017	02/21/2023	03/15/2024

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual		03/21/2012	02/21/2023	03/15/2024

[First](#)
[Previous](#)
1
[Next](#)
[Last](#)

Line Of Business

Line of Business	Citation Type	Effective Date
Surety Insurance	Surety Insurance	11/14/2001

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CT CORPORATION SYSTEM

Company Type: Property and Casualty

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Granite Re, Inc.	

\$909,605.80
FILE COPY

BID OF TRI-COUNTY PAVING, INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RESURFACING 2023 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

CONTRACT NO. 8703

PROJECT NO. 14347

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON May 16, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**RESURFACING 2023 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO. 8703**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTION.....B-1
SECTION C: SMALL BUSINESS ENTERPRISE C-1
SECTION D: SPECIAL PROVISIONS..... D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: BEST VALUE CONTRACTINGF-1
SECTION G: BID BOND..... G-1
SECTION H: AGREEMENT..... H-1
SECTION I: PAYMENT AND PERFORMANCE BOND I-1
Materials available within Bid Express:
East Washington Ave. Pavement Markings
West Belpline Frontage Rd. Pavement Markings

This Proposal, and Agreement have
been prepared by:

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

Chris Potykowski for:
James M. Wolfe, P.E., City Engineer

JMW: 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 2023 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO.:	8703
SBE GOAL	14%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/16/2023
BID SUBMISSION (2:00 P.M.)	2/23/2023
BID OPEN (2:30 P.M.)	2/23/2023
PUBLISHED IN WSJ	2/9/2023 & 2/16/2023

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 Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, tlomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. 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 - 2023 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/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (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. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-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 access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/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.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

RESURFACING 2023 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8703

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 SCOPE OF WORK

This contract includes pulverizing, milling, and paving various streets that are included with the resurfacing program. This contract also includes surface paving of several subdivisions that includes wedge cut grinding butt joints and around SASs, street sweeping, tack, and adjusting 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.

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

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 working in any City of Madison street right of way are required to meet Wisconsin Department of Transportation Certification. The flagger requirements are identified in the Wisconsin Flagging Handbook. All flaggers will need to show proof of certification if asked on the job. Failure to show proof may result in a shutdown of the operation until a certified flagger can take over the duties.

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.

The City of Madison Engineering Division will be awarding a contract for curb & gutter replacement and casting adjustment (contract 8702) in conjunction with this contract.

WISDOT has a project on E Washington Ave from Blair St - Franklin St (Westbound lanes only). The WISDOT project shall take precedent and the resurfacing project shall be coordinated through the WISDOT project manager, Dan Bauknecht, 608-516-6303, Daniel.bauknecht@dot.wi.gov.

City of Madison has the Bus Rapid Transit project on E Washington (Blair St – Franklin St).

MG&E has no work planned.

It is also anticipated that Madison Metropolitan Sewerage District (MMSD), MG&E, AT&T, and other utility owners have manholes and/or hand holes on some of the roads in this contract and these structures may need adjusting prior to paving. The contractor shall coordinate any needed adjusts or utility work as needed or required by the Engineer.

Contractor shall install pavement markings, as noted below:
Within Two (2) working days of surface paving on the following streets:

E WASHINGTON AVE W BELTLINE FRONTAGE RD

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:

E WASHINGTON AVE

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 (Chad Veinot, 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.

SECTION 106.1 SOURCE OF SUPPLY AND QUALITY

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

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to businesses shall be maintained at all times.

The contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer. There are no schools within the working limits.

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:

E WASHINGTON AVE

SECTION 107.6 DUSTPROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

Refer to section 403.1 of the City of Madison Standard Specifications for Traffic Control. The Contractor shall submit acceptable Traffic Control Plans for the following streets to be resurfaced:

W BELTLINE FRONTAGE RD E WASHINGTON AVE

Submit Traffic Control Plan(s), including all necessary phases for each street, to Lukas Collins, lcollins@cityofmadison.com, 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).

Measure traffic control as a lump sum. 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.

Remove on-street parking within the work zone. Contact John Villarreal, City Parking Utility, 267-8756, to coordinate parking removal.

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

GROUP A
E WASHINGTON AVE

GROUP B
W BELTLINE FRONTAGE RD

GROUP C
SUBDIVISIONS

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

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

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

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

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

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

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

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

DESCRIPTION

This bid item shall be used for streets added/deleted to the list of streets contained in this contract. Major streets, more than two lanes are defined on the City of Madison Highway and Street Functional Classification Map. Work under this item shall include providing traffic control in accordance with Section

403.1 of the City of Madison Standard Specifications and the Federal Highways Administration "Manual on Uniform Traffic Control Devices" (MUTCD).

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

PEAK HOUR RESTRICTIONS

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

W BELTLINE FRONTAGE RD E WASHIINGTON AVE

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before **MAY 8, 2023**. 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 **TWENTY (20) 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 C are not included in the Twenty (20) work days noted above. The contractor shall complete Group C by September 30.

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 days of final base acceptance. If the work can't be completed the day following milling and final base acceptance 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 if possible. Coordination with WISCDOT will be required:

E WASHIINGTON AVE

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.

SECTION 109.5 METHODS AND EQUIPMENT

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

BID ITEM 21013 – STREET SWEEPING

DESCRIPTION

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

BID ITEM 90003 – 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:

1. 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 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 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 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, RETROREFLECTIVE WHITE BIKE AND ARROW SYMBOL WITH BIKE LANE GREEN BACKGROUND

DESCRIPTION

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

Each symbol including background shall be a minimum of 4 feet wide by 14 feet high.

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 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 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 each preformed thermoplastic symbol and background in accordance with manufactures specifications.

PERFORMANCE REQUIREMENTS

Symbols with background shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any symbols with background that are not installed to

specification or to the satisfaction of the Engineer. Non-conforming symbols with background shall be removed at no charge to the City and replaced with a conforming product.

METHOD OF MEASUREMENT

Will be measured as each 4-foot wide by 7-foot high (minimum size) preformed thermoplastic symbol with green background 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 preformed thermoplastic symbol with background, 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.

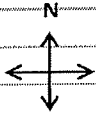
RESURFACING 2023 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING (Contract 8703)

<u>STREET</u>	<u>LIMIT</u>	<u>LIMIT</u>
<u>PULVERIZED STREETS</u>		
W BELTLINE FRONTAGE RD	600' EAST OF TODD DR	COHO ST
<u>MILLED STREETS</u>		
E WASHINGTON AVE	PINCKNEY ST	FRANKLIN ST

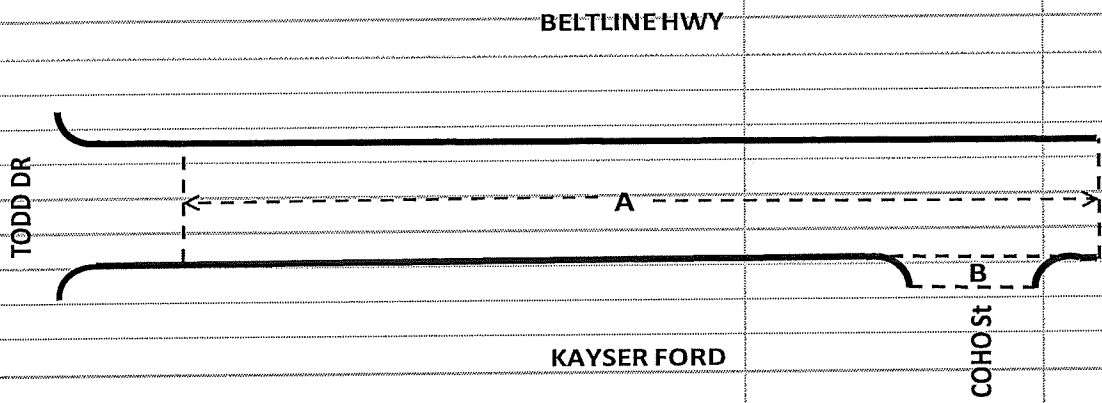
RESURFACING 2023

STREET NAME: W BELTLINE HWY (FRONTAGE RD)

LIMITS: TODD DR TO COHO St



*NOT TO SCALE



AREA (SY)

A = 5516

B = 70' x 13' = 101

TOTAL = 5617

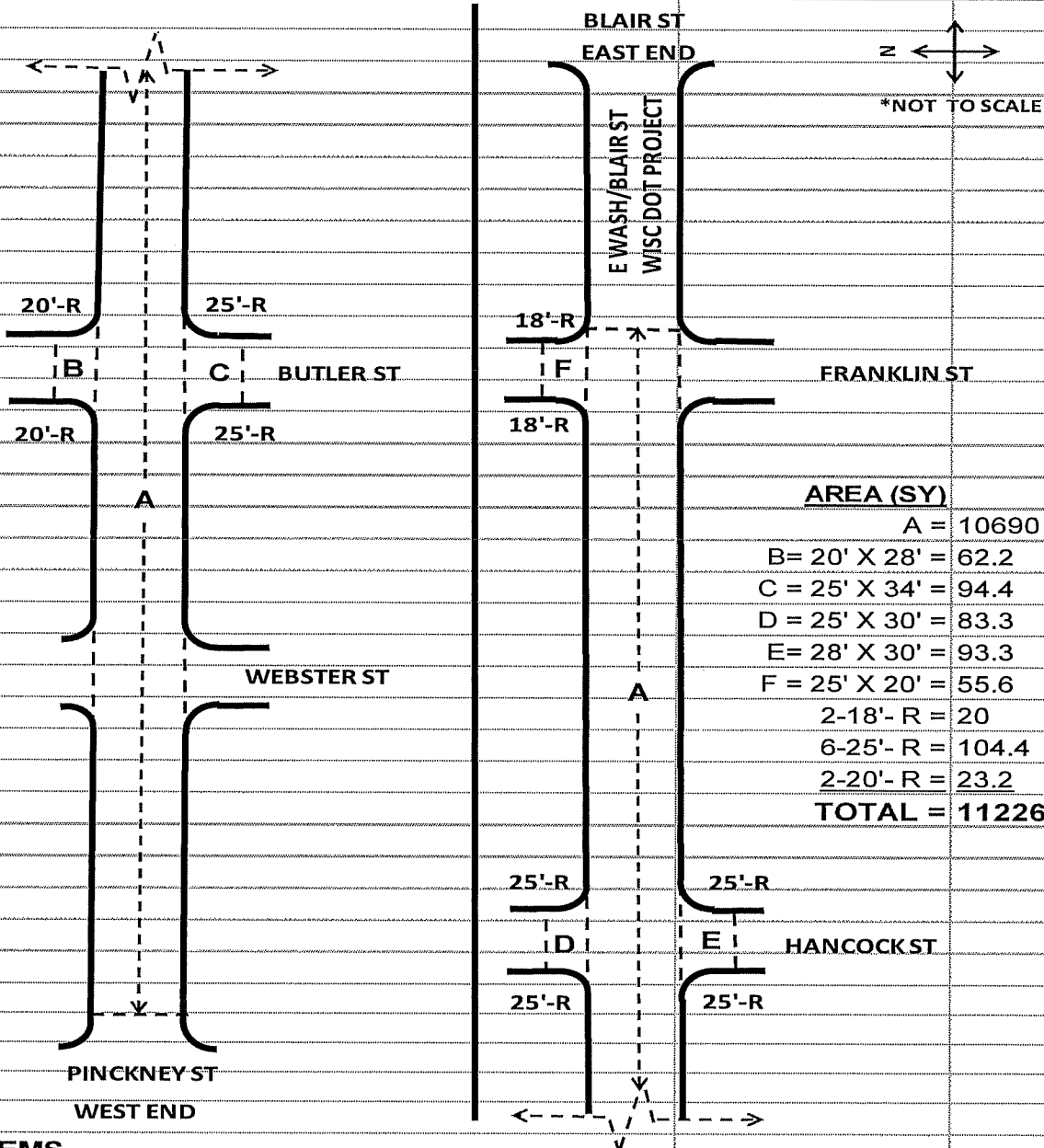
ITEMS

TACK COAT	280	GAL
HMA LOWER LAYER 3.5" - 3 MT 58-28 S	1,180	TON
HMA UPPER LAYER 2" - 4 MT 58-28 S	675	TON
ESTIMATED UNDERCUT	600	CY
ESTIMATED BREAKER	1,200	TON
RAMPING SAS		SY
RIGID FRAME INLET PROTECTION	18	EACH
FULL WIDTH GRINDING		SY
PULVERIZE	5,617	SY

RESURFACING 2023

STREET NAME: EAST WASHINGTON AVE

LIMITS: PINCKNEY ST TO FRANKLIN ST



ITEMS

TACK COAT		560	GAL
HMA LOWER LAYER			TON
HMA UPPER LAYER 3" - 4 MT 58-28 S		2,020	TON
ASPHALT BASE PATCHING, 5-8 INCH		100	SY
BASE PATCH GRINDING METHOD 3	ESTIMATE	500	SY
BASE PATCH GRINDING METHOD 5	ESTIMATE	500	SY
ESTIMATED BREAKER			TON
FULL WIDTH GRINDING		11,226	SY
RAMPING MH CASTINGS		16	EA

2023 RESURFACING - SUBDIVISIONS ESTIMATE									
SUBDIVISION NAME	STREET	LIMITS		HMA MIX	SURFACE PVMT (IN)	SURFACE AREA (SY)	WEDGE CUT GRINDING AREAS (SY)	HMA (TON)	TACK COAT (GAL)
		FROM	TO						
WESTERN ADDITION TO 1000 OAKS PHASE 2 PROJECT # 12629 CONTRACT # 8463	Old Timber Pass	Valley View Rd	Hazy Sky Parkway	4 LT 58-28 S	2"	4320	150	520	215
SUBDIVISION TOTAL						4320	150	520	215
ACACIA RIDGE PHASE 5 PROJECT # 13293 CONTRACT # 8966	Watts Rd	at Redan Intersection		4 MT 58-28 S	2"	2335	75	280	120
	Redan Drive	Watts Rd	Clear Rise Blvd	4 LT 58-28 S	2"	4082	150	490	205
	Sleepy Pond Way	Redan Drive	Seven Winds Trail	4 LT 58-28 S	1.75"	1466	75	155	75
	Clear Rise Blvd N & S	Redan Drive	Feather Sound Drive	4 LT 58-28 S	1.75"	2474	75	260	125
	Seven Winds Trail	Clear Rise Blvd	Sleepy Pond Way	4 LT 58-28 S	1.75"	2103	75	220	105
	Feather Sound Drive	South of Clear Rise Blvd		4 LT 58-28 S	1.75"	498	50	52	25
SUBDIVISION TOTAL						12958	500	1457	655
VILLAGE AT AUTUMN LAKE PHASE 11 PROJECT # 13303 CONTRACT # 8976	Autumn Lake Parkway	Tranquility Trail	Sanctuary Drive	4 LT 58-28 S	2"	3076	100	370	155
	Tranquility Trail	Autumn Lake Parkway	Felland Rd	4 LT 58-28 S	1.75"	4229	150	445	215
	Tori Frost Dr	Autumn Lake Parkway	Tranquility Trail	4 LT 58-28 S	1.75"	1686	75	180	85
	Caddisfly Lane	Tori Frost Dr	Waterfall Way	4 LT 58-28 S	1.75"	1509	75	160	75
	Waterfall Way	Tranquility Trail	Sanctuary Drive	4 LT 58-28 S	1.75"	2223	75	235	115
SUBDIVISION TOTAL						12723	475	1390	645
BIRCHWOOD PT SOUTH PHASE 4 PROJECT # 13295 CONTRACT # 8968	Watts Rd	at Birch Blossom Rd		4 MT 58-28 S/H	2"	1600	75	200	80
	Birch Blossom Rd	Watts Rd	North of Twin Treasure Dr	4 LT 58-28 S	1.75"	2980	100	315	150
	Quiet Leaf Drive	West of Old Timber Pass	West	4 LT 58-28 S	1.75"	1070	75	115	55
SUBDIVISION TOTAL						5650	250	630	285
GRAND TOTAL =						35651	1375	3997	1800

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE: RESURFACING 2023-ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

CONTRACT NO. 87013

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 - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. through issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Tri County Paving Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of N/A; an individual trading as N/A; of the City of DeForest State of WI; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

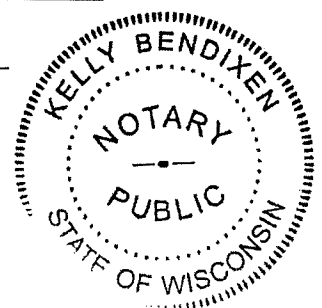
Temple Wenger
 SIGNATURE
Pres
 TITLE, IF ANY

Sworn and subscribed to before me this 22ND day of February, 2023.

Kelly Bendixen
 (Notary Public or other officer authorized to administer oaths)

My Commission Expires 6/11/2025

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



Contract 8703 – Tri-County Paving, Inc.

Section F: Best Value Contracting (BVC)

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

Method of Submittal for BVC (click in box below to choose) *
I will submit Bid Express fillable online form (BVC).

Section F: Best Value Contracting (BVC) Fillable Online Form
Best Value Contracting

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

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

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

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar

agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

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

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

CONTRACT NO. 8703

Small Business Enterprise Compliance Report

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

Cover Sheet


Prime Bidder Information

Company:	Tri County Paving Inc.
Address:	7579 S. Meixner Rd DeForest WI 53532
Telephone Number:	(608) 846-4657
Fax Number:	(608) 846-2570
Contact Person/Title:	Andrew Sackett. PM

Prime Bidder Certification

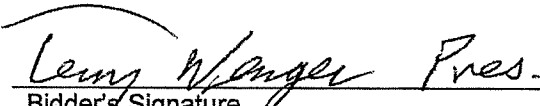
Name:	Terry Wenger
Title:	President
Company:	Tri County Paving Inc.

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



Witness' Signature
2.22.23

Date



Bidder's Signature

RESURFACING 2023 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

CONTRACT NO. 8703

DATE: 2/23/23

Tri-County Paving, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701A - TRAFFIC CONTROL - GROUP A - LUMP SUM	1.00	\$17,280.00	\$17,280.00
10701B - TRAFFIC CONTROL - GROUP B - LUMP SUM	1.00	\$11,520.00	\$11,520.00
10701C - TRAFFIC CONTROL - GROUP C - LUMP SUM	1.00	\$6,000.00	\$6,000.00
10701R - TRAFFIC CONTROL - LOCAL STREET (undistributed) - EACH	1.00	\$100.00	\$100.00
10701S - TRAFFIC CONTROL - MAJOR STREET, two lanes (undistributed) - EACH	1.00	\$100.00	\$100.00
10701T - TRAFFIC CONTROL - MAJOR STREET, more than two lanes (undistributed) - EACH	1.00	\$100.00	\$100.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	20.00	\$20.00	\$400.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$60.00	\$840.00
10911A - MOBILIZATION - GROUP A - LUMP SUM	1.00	\$11,100.00	\$11,100.00
10911B - MOBILIZATION - GROUP B - LUMP SUM	1.00	\$8,300.00	\$8,300.00
10911C - MOBILIZATION - GROUP C - LUMP SUM	1.00	\$11,100.00	\$11,100.00
10911R - MOBILIZATION (undistributed) - EACH	1.00	\$100.00	\$100.00
20219.0 - BREAKER RUN - TON	1200.00	\$19.30	\$23,160.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$3,275.00	\$3,275.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADE NO.2 OR NO.3 - TON	100.00	\$22.00	\$2,200.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	3517.00	\$79.20	\$278,546.40
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	1180.00	\$67.90	\$80,122.00
40204.0 - HMA PAVEMENT 4 MT 58-28 S - TON	3175.00	\$77.50	\$246,062.50
40218.0 - TACK COAT - GAL	2640.00	\$3.00	\$7,920.00
40231.0 - ASPHALT DRIVE & TERRACE - RESURFACING - SY	30.00	\$35.00	\$1,050.00
40301.0 - FULL WIDTH GRINDING - SY	11230.00	\$2.48	\$27,850.40
40303.0 - WEDGE CUT GRINDING ASPHALT - SY	1375.00	\$10.00	\$13,750.00
40308.0 - RAMPING SAS - EA	16.00	\$100.00	\$1,600.00
40311.0 - PULVERIZE AND SHAPE - SY	5620.00	\$5.55	\$31,191.00
40321.0 - UNDERCUT - CY	600.00	\$24.00	\$14,400.00
40333.0 - BASE PATCH GRINDING, METHOD 3 - SY	500.00	\$8.50	\$4,250.00
40335.0 - BASE PATCH GRINDING, METHOD 5 - SY	500.00	\$14.90	\$7,450.00
40352.0 - ASPHALT BASE PATCHING, 5-8 INCH - SY	100.00	\$21.30	\$2,130.00
40361.0 - SAS ADJUSTING RING - EACH	2.00	\$150.00	\$300.00
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EACH	6.00	\$300.00	\$1,800.00
40369.0 - INSTALL ADJUSTABLE VALVE BOX RISER - EACH	6.00	\$275.00	\$1,650.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - LF	2200.00	\$0.58	\$1,276.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - LF	700.00	\$0.90	\$630.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - LF	5050.00	\$0.75	\$3,787.50
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - LF	1100.00	\$0.90	\$990.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - LF	500.00	\$7.55	\$3,775.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - LF	550.00	\$9.10	\$5,005.00

RESURFACING 2023 - ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING

CONTRACT NO. 8703

DATE: 2/23/23

Tri-County Paving, Inc.

Item	Quantity	Price	Extension
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - LF	2150.00	\$15.75	\$33,862.50
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24- INCH - LF	400.00	\$17.50	\$7,000.00
60819.0 - PAVEMENT MARKING EPOXY, CURB - LF	220.00	\$10.75	\$2,365.00
60820.0 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - SF	450.00	\$11.50	\$5,175.00
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	2.00	\$320.00	\$640.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	16.00	\$255.00	\$4,080.00
60830.0 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	4.00	\$215.00	\$860.00
60831.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT ARROW - EACH	3.00	\$205.00	\$615.00
60834.0 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	6.00	\$380.00	\$2,280.00
60880.0 - PAVEMENT MARKING REMOVAL, 4-INCH - LF	700.00	\$3.55	\$2,485.00
60940.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 4-INCH - LF	200.00	\$2.00	\$400.00
90003.0 - RIGID FRAME INLET PROTECTION - COMPLETE - EACH	36.00	\$275.00	\$9,900.00
90004.0 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN - SF	475.00	\$16.50	\$7,837.50
90005.0 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, WHITE BIKE AND ARROW SYMBOL WITH GREEN BACKGROUND - EA	1.00	\$995.00	\$995.00
51 Items	Totals		\$909,605.80

SECTION G: BID BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

RESURFACING 2023 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8703

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

Seal PRINCIPAL

Tri-County Paving, Inc.

Name of Principal

Terry Wenger

By

Terry Wenger Pres.

Name and Title

2/22/23

Date

Seal SURETY

Granite Re, Inc.

Name of Surety

Connie Smith

By

Connie Smith, Attorney-in-Fact

Name and Title

02/15/2023

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16492915 for the year 2023, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

02/15/2023

Date

Connie Smith

Agent Signature Connie Smith

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)



Kenneth D. Whittington
 Kenneth D. Whittington, President
Kyle P. McDonald
 Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
 April 21, 2023
 Commission #: 11003620



Bethany J. Alford
 Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 19 day of Feb, 2020



Kyle P. McDonald
 Kyle P. McDonald, Assistant Secretary



SECTION H: AGREEMENT

THIS AGREEMENT made this 17th day of May in the year Two Thousand and Twenty-Three between TRI-COUNTY PAVING, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 16, 2023, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

RESURFACING 2023 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING CONTRACT NO. 8703

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of NINE HUNDRED NINE THOUSAND SIX HUNDRED FIVE AND 80/100 (\$909,605.80) 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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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)(l), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**RESURFACING 2023 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO. 8703**

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:

<u><i>[Signature]</i></u>	<u>5.16.23</u>
Witness	Date
<u><i>[Signature]</i></u>	<u>5.16.23</u>
Witness	Date

TRI-COUNTY PAVING, INC.

<u>TRI-COUNTY PAVING, INC.</u>	
Company Name	
<u><i>[Signature]</i></u>	<u>5.16.23</u>
President	Date
<u><i>[Signature]</i></u>	<u>5/16/2023</u>
Secretary	Date

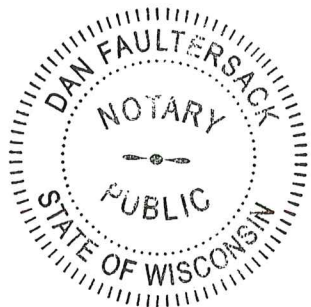
CITY OF MADISON, WISCONSIN

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

<u><i>[Signature]</i></u>	<u>6/12/2023</u>
Finance Director	Date
<u><i>[Signature]</i></u>	<u>6/23/23</u>
Witness	Date
<u><i>[Signature]</i></u>	<u>6/8/23</u>
Witness	Date

Approved as to form:

<u><i>[Signature]</i></u>	<u>6/22/23</u>
City Attorney	Date
<u><i>[Signature]</i></u>	<u>6/23/2023</u>
Mayor	Date
<u><i>[Signature]</i></u>	<u>6/8/2023</u>
City Clerk	Date
<i>Maribeth W. Paul Schul</i>	



SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we TRI-COUNTY PAVING, INC. as principal, and Granite Re, Inc. Company of Minnesota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINE HUNDRED NINE THOUSAND SIX HUNDRED FIVE AND 80/100 (\$909,605.80) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**RESURFACING 2023 – ASPHALT PAVEMENT PULVERIZING, MILLING & PAVING
CONTRACT NO. 8703**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 17th day of May, 2023

Countersigned:

[Signature]
Witness
[Signature]
Secretary

TRI-COUNTY PAVING, INC.
Company Name (Principal)
[Signature]
President Seal

Approved as to form:

[Signature]
City Attorney

Granite Re, Inc.
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Connie Smith

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

05/17/2023
Date

[Signature]
Agent Signature Connie Smith

