

BID OF \_\_\_\_\_

**2017**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**RESURFACING 2017 - ASPHALT PAVEMENT PULVERIZING, MILLING AND  
PAVING**

**CONTRACT NO. 7796**

**MUNIS NO. 11369 & 11561**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON \_\_\_\_\_

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**RESURFACING 2017 - ASPHALT PAVEMENT PULVERIZING, MILLING AND  
PAVING  
CONTRACT NO. 7796**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: jf

# 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 2017 - ASPHALT PAVEMENT PULVERIZING, MILLING AND PAVING
CONTRACT NO.:	7796
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	FEBRUARY 3, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	FEBRUARY 3, 2017
BID SUBMISSION (1:00 P.M.)	FEBRUARY 10, 2017
BID OPEN (1:30 P.M.)	FEBRUARY 10, 2017
PUBLISHED IN WSJ	JANUARY 27 & FEBRUARY 3, 2017

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

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

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1  Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2  Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3  Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4  Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5  Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: [www.dhs.wisconsin.gov/Asbestos/Cert](http://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](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

**RESURFACING 2017 - ASPHALT PAVEMENT PULVERIZING, MILLING AND  
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**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: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Prime Bidder Certification

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

\_\_\_\_\_ certify that the information  
Company

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

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



**RESURFACING 2017 - ASPHALT PAVEMENT PULVERIZING, MILLING AND  
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**Small Business Enterprise Compliance Report**

**SBE Contact Report**

Submit separate copy of this form for each SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

SBE Information

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

1. Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.

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

2. Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.

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

Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?

Yes     No

3. Did this SBE submit a bid?     Yes     No

4. Is the General Contractor pre-qualified to self-perform this category of work?

Yes     No

5. If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.

The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

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The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

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The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.

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A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.

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Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

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6. Describe any other good faith efforts:

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## **SECTION D: SPECIAL PROVISIONS**

### **RESURFACING 2017 - ASPHALT PAVEMENT PULVERIZING, MILLING AND PAVING CONTRACT NO. 7796**

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

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

#### **SECTION 102.12 BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### **SECTION 104 SCOPE OF WORK**

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

This contract includes casting and water box adjustments on Gorham St.

The contract includes placing the lower and upper layer on McKenna where the street is being widened for a new pedestrian island and a small driveway area. See attached sketches.

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.

#### **SECTION 105.12 COOPERATION OF THE CONTRACTOR**

The City of Madison has been given to understand that the following work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

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

CHAPEL HILL RD	PIPING ROCK RD	SAALSAA RD	SUTTON RD
DUMONT RD	DUMONT CR	MONTCLAIR LN	ISLAND DR
INDIAN TRACE	REGAS RD		



A contract (7798) will be let for the installation of sanitary sewer on Woodlawn Dr. The contractor of contract (7995) shall begin work on Woodlawn within one week of the completion of the sanitary sewer on Woodlawn.

The City of Madison Engineering Division will be awarding a contract for curb & gutter replacement and casting adjustment (contract 7795) in conjunction with this contract.

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

MCKENNA BLVD                      REGAS RD                      ISLAND DR

Contractor shall install pavement markings, the same day as surface paving, as included in this contract on the following streets:

GORHAM ST

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:

MCKENNA BLVD              ISLAND DR              GORHAM ST

Streets may be deleted or added to the above list. The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering 48 hours, (266-4761), 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**

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

Access to businesses shall be maintained at all times.

The contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer. There are no schools within the working limits that we know of at this time.

**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**

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

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

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

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

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

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

GORHAM ST            MCKENNA BLVD            REGAS RD

**Gorham Street**—Gorham Street shall be milled during off-peak hours of a Thursday and Friday, while maintaining one lane of traffic at all times. During the peak hours of the milling days, traffic drums shall be used to maintain two lanes of traffic. On the following day, Saturday, Gorham Street may be closed to traffic at 7:00 a.m. and paved. Gorham St shall be opened to two lanes of traffic with drums separating the traffic lanes immediately after the new asphalt has sufficiently cooled—no later than 2:00 p.m. Pavement markings shall be applied under one lane of traffic during off-peak hours. Maintain all intersection cross-traffic during milling and paving operations whenever possible. Work with City TE to create an acceptable Gorham Street detour.

**McKenna Blvd**—McKenna Blvd may be taken down to one lane of traffic in each direction during paving operations. Traffic shall be maintained on the normal side of the median islands at the intersection of Raymond Rd. Placing both directions of traffic on one side of the street is acceptable outside of the Raymond Rd intersection.

**Regas Rd**—Maintain traffic to the businesses at all times.

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

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

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

GROUP A  
MCKENNA

GROUP E  
ISLAND DR

GROUP B  
CARLING DR  
LOVELL LN  
ROSEBERRY DR

GROUP F  
WOODLAWN DR  
GLENVIEW RD

GROUP C  
GORHAM ST

GROUP G  
INDIAN TRACE

GROUP D  
PIPING ROCK RD  
CHAPEL HILL RD  
SAALSAA RD  
SUTTON RD  
DUMONT CIR  
DUMONT RD  
MONTCLAIR LN

GROUP H  
REGAS RD

GROUP I  
HOLLY CROSS WAY

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

GORHAM ST                      MCKENNA BLVD                      REGAS RD

**SECTION 109.2                      PROSECUTION OF THE WORK**

The Contractor shall begin work on this project on or before **MAY 1, 2017**. 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 **SEVENTY- FIVE (75) 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.

Gorham St shall be completed in three consecutive days. The contractor shall complete milling and base patching on a Thursday and Friday. This work shall be completed under traffic by maintaining one lane of traffic. Contractor shall be allowed to work from 8:30 a.m. to 7:00 pm.

Paving shall be completed utilizing two pavers in tandem on the Saturday following milling. The contractor may close the road to through traffic for paving. There are a limited number of Saturdays that Gorham St can be closed to traffic. The contractor shall complete the work on one of these days.

The available Saturdays at this time are

May: 6, 20

September: 16, 23

October 7

If the work can't be completed on Saturday due to weather, the contractor shall complete the work on next day (Sunday) at no additional compensation

The schedule may be revised by the contractor if approved by the City of Madison.

Gorham St and McKenna Blvd paving from Raymond Rd to the north shall be completed with tandem paving.

WISDOT has work scheduled in the area of Carling Dr scheduled for the end of June. Work on Carling Dr and Lovell Ln shall be completed by June 30.

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

Work can occur simultaneously in both phases. However, once a contractor starts work on a phase they shall continue work in that phase until completion. Once pulverizing is completed in a phase the paving of that phase shall start with 48 hours.

No additional compensation will be paid for mobilization. Failure to remove equipment during the above noted times shall result in liquidated damages being assessed at the fixed and agreed rate of \$1,000 per day. Normal penalties for extra days shall apply thereafter.

## **SECTION 109.5            METHODS AND EQUIPMENT**

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

## **ARTICLE 402 - ASPHALT CONSTRUCTION**

The Contractor shall provide Asphalt Pavement mix designs in accordance with Part 4 of the latest edition of the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation. The asphaltic materials used shall be PG 58-28 for E-0.3, E-1 and E-3 mixes, and PG64- 28 for E-10 mixes unless otherwise specified in the Special Provisions of the contract. The Engineer reserves the right to designate a grade of asphalt at the time of construction other than that specified in the contract.

The City of Madison has not adopted the latest Wisconsin Department of Transportation designations for HMA mixes. Please refer to the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation 2016 Edition as appropriate for 'E' mixes.

For E-0.3 mixes, determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.

<b>MINIMUM REQUIRED DENSITY</b>		
<b>Layer</b>	<b>Percent of Target Maximum Density</b>	
	<b>Mixture Type</b>	
	<b>E-0.3</b>	<b>E-1, E-3</b>
Lower	93.0 <sup>(1)</sup>	92.0
Upper	93.0	92.0

(1) Minimum density shall be 92.0 for lower layer constructed directly on crushed aggregate or recycled base courses.

The contractor shall ramp castings and turn down water boxes that will be under traffic with HMA on Gorham St and McKenna Blvd.

Longitudinal Joints.

Longitudinal joints including mainline interior joints for all pavement layers shall be “hot” joints. “Hot” joints shall be defined as joints with a temperature at or above the asphalt mixture compaction temperature.

Evenly reheat at least an 8-inch wide strip of the previously compacted surface lift in the adjacent lane as follows:

- Ambient air temperature above 60° F, reheat to 130° F.
- Ambient air temperature below 60° F, reheat to 120° F.

The engineer may modify the required joint reheat temperatures to adjust for weather, wind, or other field conditions. Coordinate the heater output and paver speed to achieve the required joint reheat temperature without visible smoke emission.

Contractor shall provide a self-contained heating unit that heats by convection only. Do not use forced air to enhance the flame. Provide a fireproof barrier between the flame and the heater's fuel source. The heater must produce a uniform distribution of heat within the heat box. Provide automatic controls to regulate the heater output and shutoff the heater when the paver stops or the heater control system loses power. Mount the heater on the paver inside the paver's automatic leveling device.

Where “Michigan” joints are placed to allow traffic use, the joint shall be milled, reheated and tacked in accordance with the above stated reheating specification before continuation of paving as no additional compensation.

Asphalt Tack Coat.

Unless otherwise specified in the contract, or directed by the Engineer, the types and grades of asphalt materials and rates of applications in gallons per square yard shall conform to the following requirements:

1. The tack coat material shall be type MS-2, SS-1, SS-1h, CSS-1, or an approved modified emulsified asphalt.
2. For existing concrete or asphalt pavements, the rate of application shall be between 0.07 and 0.10 gallons per square yard.
3. Diluting emulsified asphalt only if approved by the engineer. Provide calculations using the asphalt content as received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content.

Contractor's operations shall not result in additional transverse joints unless approved by the Engineer.

Payment

If the average density for the day on a project is less than the specified minimum in section 402.2(e), pay will be reduced based on the contract unit price for the HMA Pavement bid item as follows:

**DISINCENTIVE PAY REDUCTION FOR HMA PAVEMENT DENSITY**

PERCENT DENSITY BELOW SPECIFIED MINIMUM	PAYMENT FACTOR (percent of contract price)
From 0.5 to 1.0 inclusive	98
From 1.1 to 1.5 inclusive	95
From 1.6 to 2.0 inclusive	91
More than 2.0	(1)

(1) Remove and replace with a mixture at the specified density. When acceptably replaced, payment will be made for the replaced work at the contract unit price. Alternatively the engineer may allow the nonconforming material to remain in place with a 50 percent payment factor.

The Contractor shall furnish and deliver to the Engineer a ticket with each load showing the project name, date, time, ticket number, truck number, material type and mix number, load count, gross, tare, net weights, cumulative weight, of hot mix asphalt. All tickets for materials delivered to a City of Madison project shall be presented to the City representative on the project within twenty-four (24) hours after delivery of the materials to the project. Tickets presented after the time specified shall be rejected due to inability to substantiate actual use of the materials on the project.

As an alternative to furnishing individual load tickets, the contractor may submit a daily summary sheet of hot mix asphalt delivered to the project. This sheet shall include project name, date, time, ticket number, truck number, material type and mix number, load count, gross, tare, net weights, cumulative weight for each load delivered to the site and a daily summary of total weight provided for each item. This summary sheet shall be provided to the inspector within twenty-four (24) hours after delivery of the material to the project. The actual tickets shall be made available upon request.

**RESURFACING 2017 – ASPHALT PAVEMENT PULVERIZING, MILLING, & PAVING (Contract 7796)**

<u>STREET</u>	<u>LIMIT</u>	<u>LIMIT</u>
<b>PULVERIZED STREETS</b>		
MCKENNA BLVD	RAYMOND RD	PILGRIM RD
CARLING DR	FRONTAGE RD	LOVELL LN
LOVELL LN	ALLIED DR	CARLING DR
ROSEBERRY RD	THURSTON LN	JENEWEIN RD
PIPING ROCK RD	CHAPEL HILL RD	SAALSAA RD
CHAPEL HILL RD	PIPING ROCK RD	SUTTON RD
SAALSAA RD	MONTCLAIR LN	HAMMERSLEY RD
SUTTON RD	SUTTON RD	SAALSAA RD
DUMONT CIR	DUMONT RD	S END
DUMONT RD	CHAPEL HILL RD	SAALSAA RD
MONTCLAIR LN	CHAPEL HILL RD	SAALSAA RD
ISLAND DR	SOUTH HILL DR	MINERAL POINT RD
WOODLAWN DR	GLENVIEW DR	GLENVIEW DR
GLENVIEW DR	S END	WOODLAWN DR
GLENVIEW DR	WOODLAWN DR	275 FT N OF WOODLAWN DR
INDIAN TRACE	CRESTVIEW DR	S END
REGAS RD	MILWAUKEE ST	WEST CORPORATE DR
HOLLY CROSS WAY	COMMERCIAL AVE	FAIRVIEW DR

**MILLED STREETS**

W GORHAM ST  
E GORHAM ST  
MCKENNA

WISCONSIN AVE  
WISCONSIN AVE  
HAMMERSLEY RD

STATE ST  
N BUTLER ST  
RAYMOND RD





MCKENNA DRIVEWAY INSTALLATION  
 PLAN  
 CITY OF MADISON

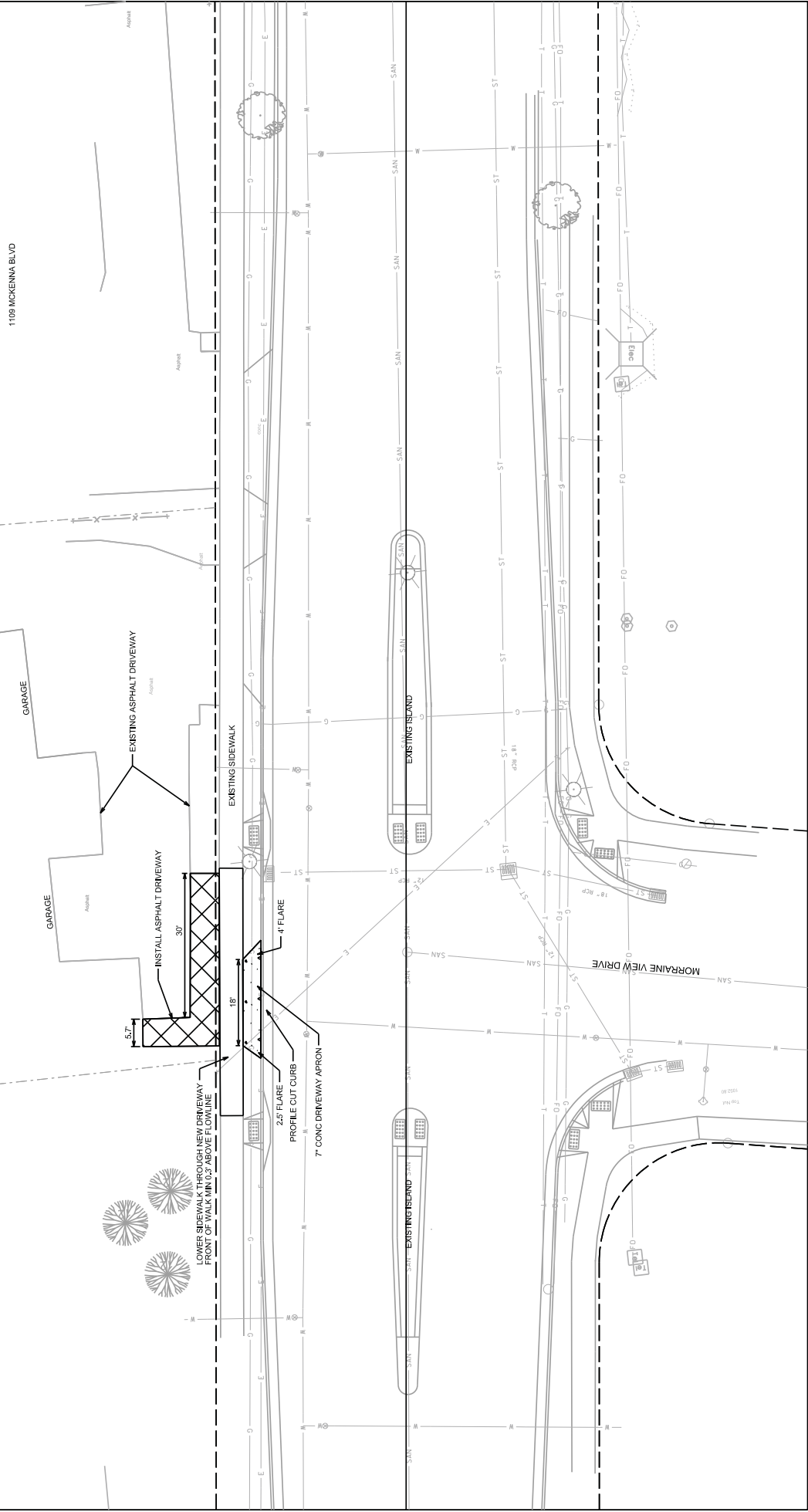
SHEET NO.  
 P-2



1109 MCKENNA BLVD

110111105 MCKENNA BLVD

- NOTES:
1. ASPHALT DRIVEWAY WORK INCLUDES ALL SAWCUTS, EXCAVATION CUT AND BASE COURSE NECESSARY TO INSTALL THE ASPHALT DRIVEWAY.
  2. ALL LANDSCAPE RESTORATION ITEMS (TOPSOIL, SEED & EROSION MAT) WILL BE MEASURED AND PAID SEPARATELY FOR WORK SHOWN ON THIS SHEET.
  3. CONTRACTOR MAY CLOSE ONE TRAVEL LANE ON MCKENNA BLVD. TO COMPLETE THE WORK AS SHOWN; HOWEVER, ALL LANES MUST REMAIN OPEN DURING PEAK HOUR TIMES (7:00AM TO 3:00PM AND 3:30PM TO 6:00PM).
  4. PROVIDE A MINIMUM OF 72 HR NOTICE TO CONDO ASSOCIATION PRIOR TO STARTING WORK ON DRIVEWAY. CONTACT PATTY BOYLE AT 608-215-5746 OR 608-279-9411.



ORIGINATOR: CITY OF MADISON, STREETS DIVISION

REV. DATE:

FILE NAME: M:\DESIGN\Projects\11561105\Design\11561105\1561105-MckennaBlvd\_Sheet2.dwg

DATE: 1/13/2017

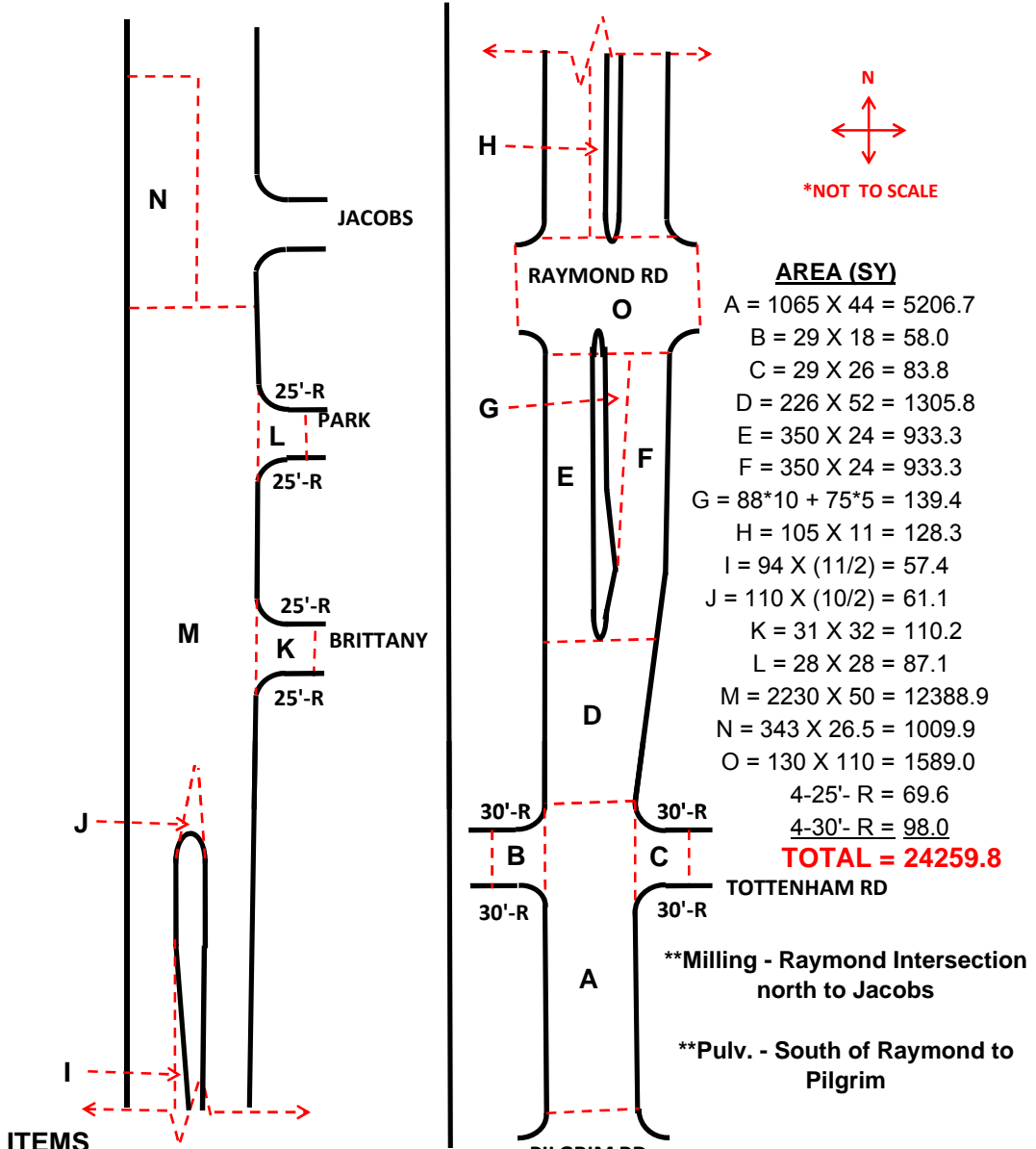
PLOT SCALE:

PLOT SCALE: 20,0000 #/1/4

# RESURFACING 2017

**STREET NAME: MCKENNA BLVD**

**LIMITS: HAMMERSLEY RD TO PILGRIM RD**



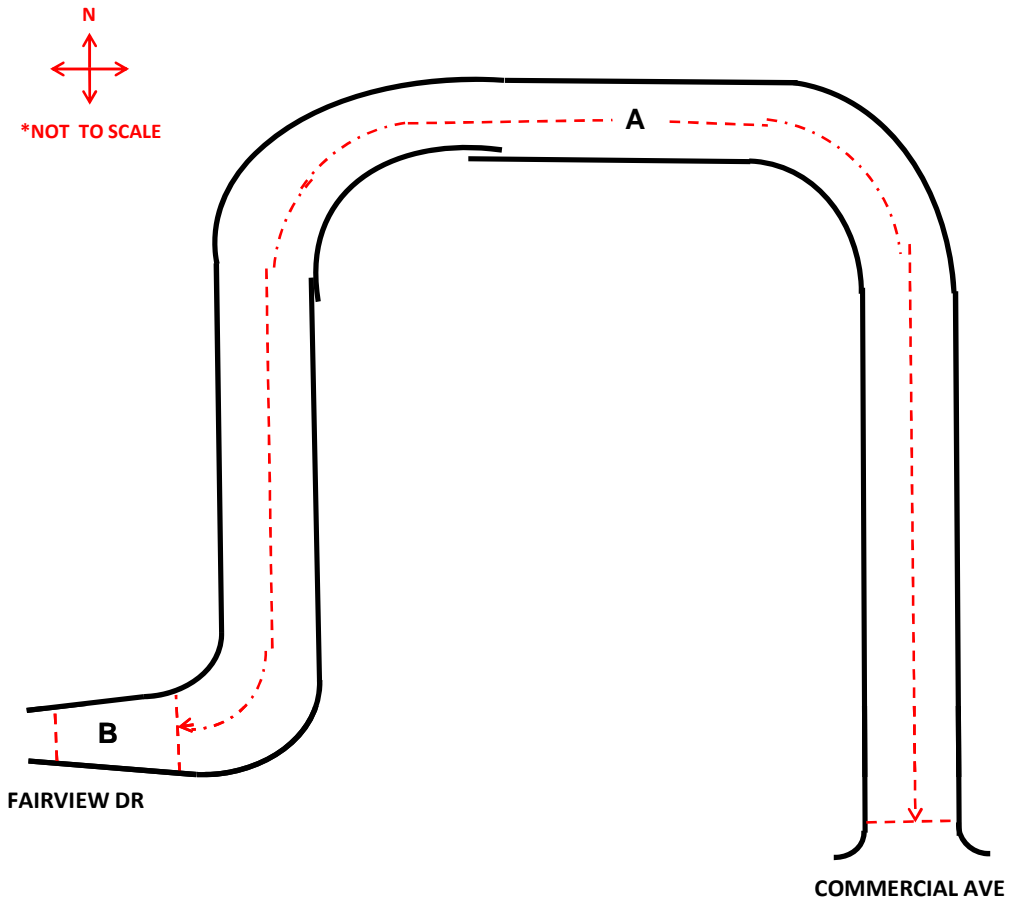
**ITEMS**

TACK COAT		1,550 GAL
HMA - MILLED AREA	12.5MM E-3 / 3" P.G. (58-28)	3,010 TON
HMA PULV. LOWER LAYER	19MM E-3/2.5" P.G. (58-28)	1,320 TON
HMA PULV. UPPER LAYER	12.5MM E-3/1.75" P.G. (58-28)	930 TON
ESTIMATED UNDERCUT		2,420 CY
BASE PATCH GRINDING METHOD 2	ESTIMATED	1,200 SY
BASE PATCH GRINDING METHOD 3	ESTIMATED	1,200 SY
BASE PATCH GRINDING METHOD 5	ESTIMATED	2,500 SY
FULL WIDTH GRINDING		15,510 SY
PULVERIZE		8,760 SY

# RESURFACING 2017

**STREET NAME: HOLY CROSS WAY**  
**LIMITS: COMMERCIAL AVE TO FAIRVIEW DR**

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**AREA (SY)**

A = 1390 X 28 = 4324.4

B = (28 + 22)/2 X 80 = 222.2

**TOTAL = 4546.6**

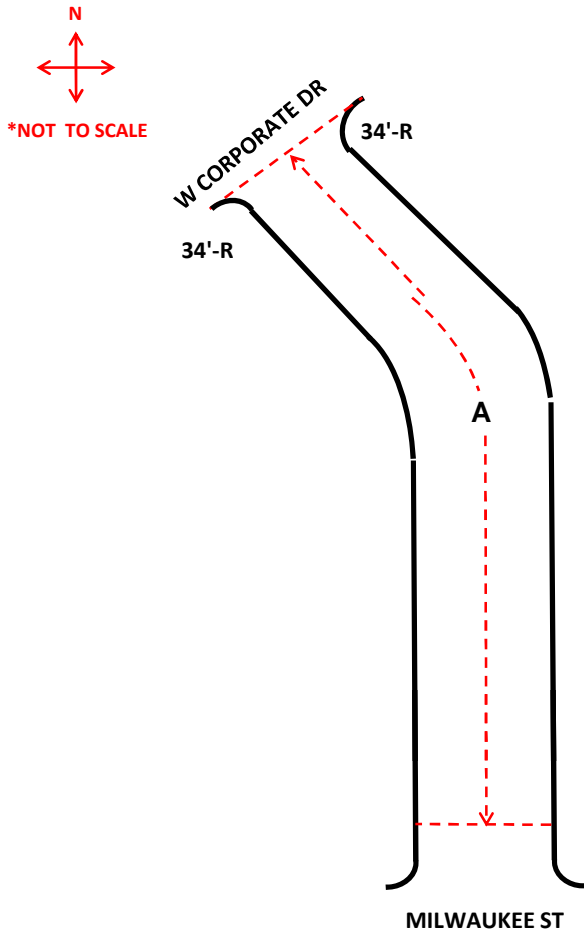
**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	12.5MM E-0.3/3" P.G. (58-28)	<b>830</b> TON
ESTIMATED UNDERCUT		SY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>4,550</b> SY

# RESURFACING 2017

**STREET NAME: REGAS ROAD**

**LIMITS: MILWAUKEE ST TO W CORPORATE DR**



**AREA (SY)**  
 $A = 515 \times 36 = 2060.0$   
 $2 \times 34' - R = 62.0$   
**TOTAL = 2122.0**

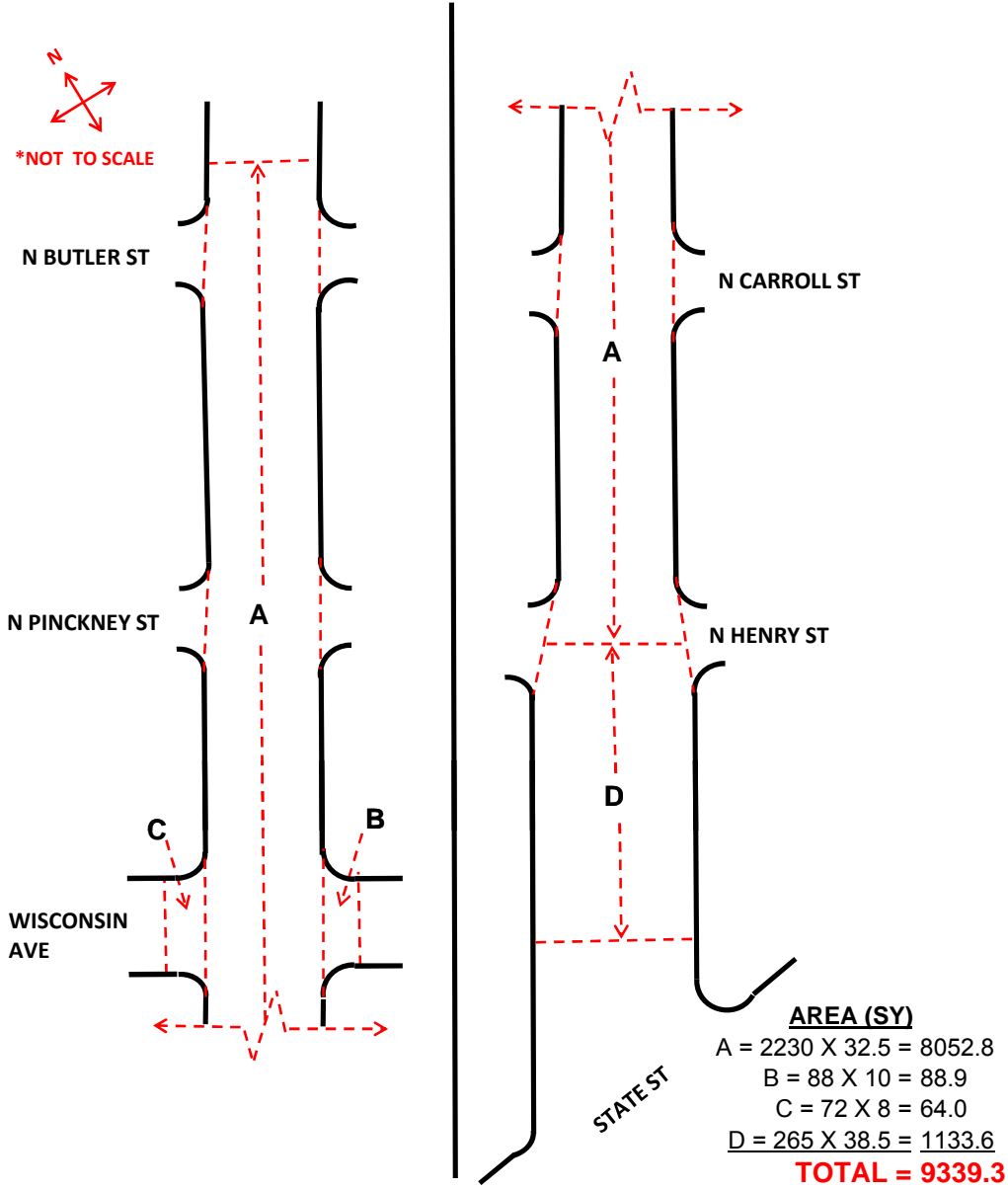
**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER	19MM E-1/2.5" P.G. (58-28)	<b>320</b> TON
HMA UPPER LAYER	12.5MM E-1/1.75" P.G. (58-28)	<b>230</b> TON
ESTIMATED UNDERCUT		<b>320</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>2,125</b> SY

# RESURFACING 2017

**STREET NAME: EAST & WEST GORHAM STREET**

**LIMITS: N BUTLER ST TO STATE ST**



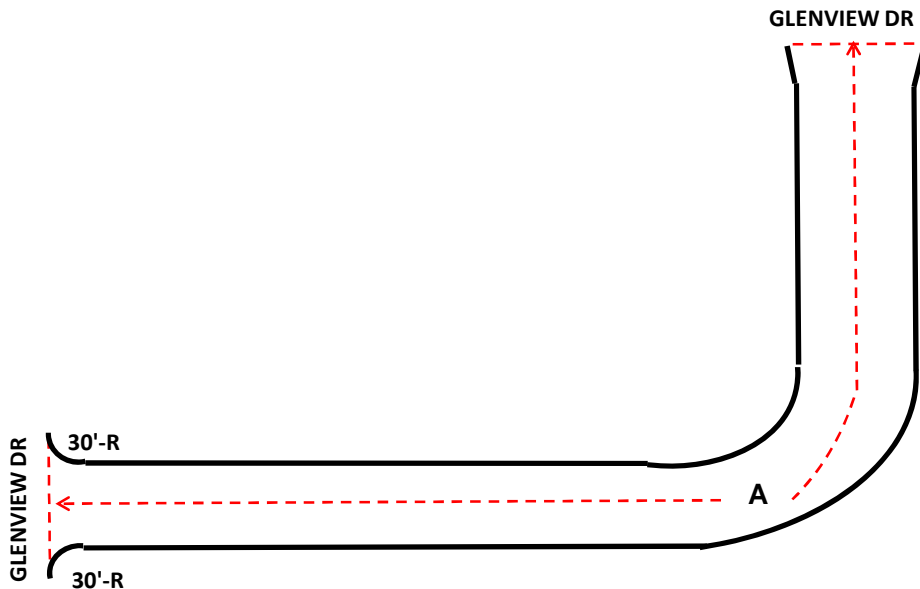
**ITEMS**

TACK COAT		<b>940</b>	GAL
HMA LOWER LAYER			TON
HMA UPPER LAYER	12.5MM E-3/3" P.G. (58-28)	<b>1,700</b>	TON
ESTIMATED UNDERCUT		<b>500</b>	CY
BASE PATCH GRINDING METHOD 2	ESTIMATED	<b>750</b>	SY
BASE PATCH GRINDING METHOD 3	ESTIMATED	<b>750</b>	SY
BASE PATCH GRINDING METHOD 5	ESTIMATED	<b>1,000</b>	SY
FULL WIDTH GRINDING		<b>9,350</b>	SY
PULVERIZE			SY

# RESURFACING 2017

**STREET NAME: WOODLAWN DRIVE**  
**LIMITS: GLENVIEW DR TO GLENVIEW DR**

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**AREA (SY)**  
 $A = 1070 \times 28 = 3328.9$   
 $2 \times 30' \text{-} R = 49.0$   
**TOTAL = 3377.9**

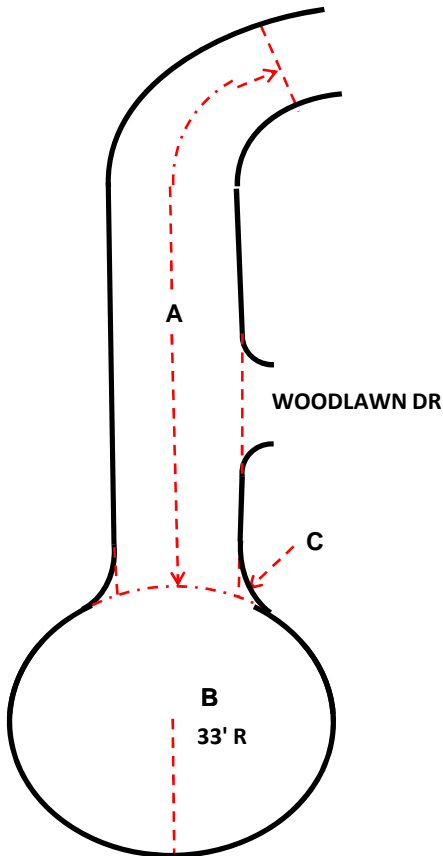
**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	12.5MM E-0.3/3" P.G. (58-28)	<b>610</b> TON
ESTIMATED UNDERCUT		<b>510</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>3,380</b> SY

# RESURFACING 2017

**STREET NAME: GLENVIEW DRIVE**

**LIMITS: SOUTH END TO 300' N OF WOODLAWN DR**



**AREA (SY)**

A = 390 X 28 = 1213.3

B =  $\pi r^2 = 3.14 * 33 * 33 = 380.3$

C =  $2(30 X 3) = 20.0$

**TOTAL = 1613.6**

**ITEMS**

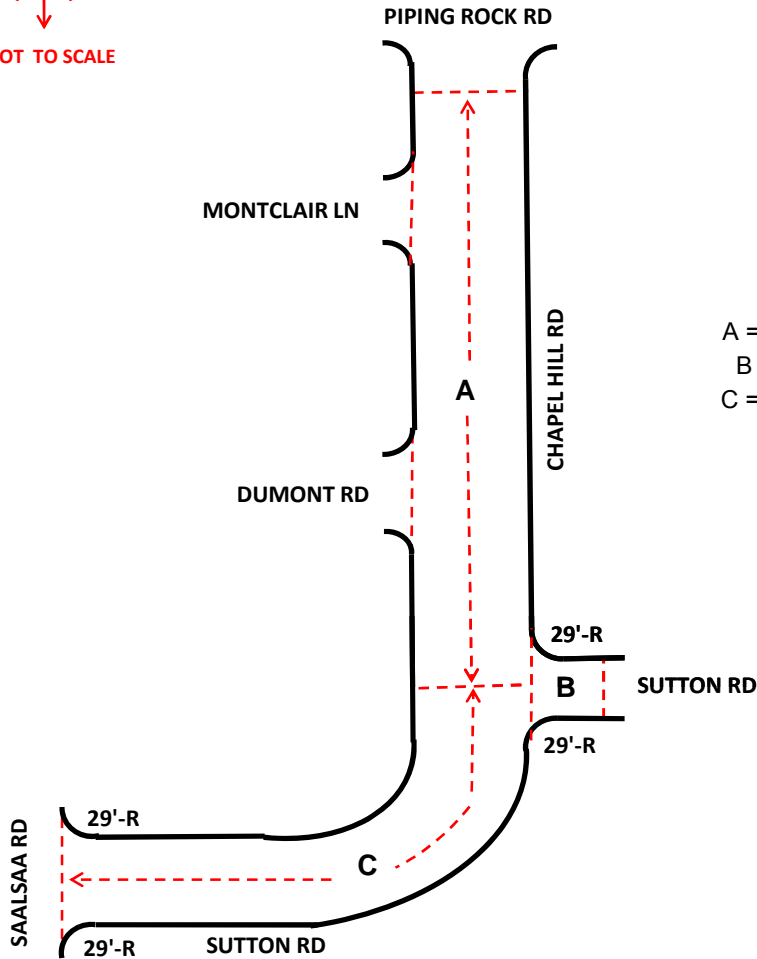
TACK COAT	GAL
HMA LOWER LAYER	TON
HMA UPPER LAYER 12.5MM E-0.3/3" P.G. (58-28)	<b>300</b> TON
ESTIMATED UNDERCUT	<b>250</b> CY
BASE PATCH GRINDING METHOD 3 ESTIMATED	SY
RAMPING SAS	SY
WEDGE CUT GRINDING CONCRETE	SY
FULL WIDTH GRINDING	SY
PULVERIZE	<b>1,615</b> SY



# RESURFACING 2017

**STREET NAME: CHAPEL HILL & SUTTON ROAD**  
**LIMITS: SAALSAA RD TO PIPING ROCK RD**

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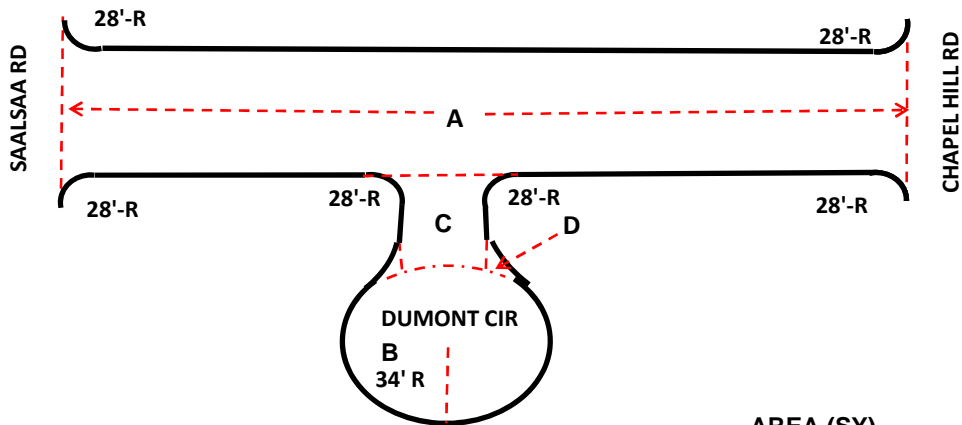
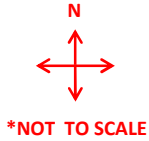
**AREA (SY)**  
 A = 971 X 28 = 3020.9  
 B = 31 X 28 = 96.4  
 C = 725 X 28 = 2255.6  
 4-29'-R = 92.0  
**TOTAL = 5464.9**

**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	12.5MM E-0.3/3" P.G. (58-28)	<b>990</b> TON
ESTIMATED UNDERCUT		<b>820</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>5,465</b> SY

# RESURFACING 2017

**STREET NAME: DUMONT ROAD & DUMONT CIRCLE**  
**LIMITS: SAALSAA RD TO CHAPEL HILL RD**



**AREA (SY)**

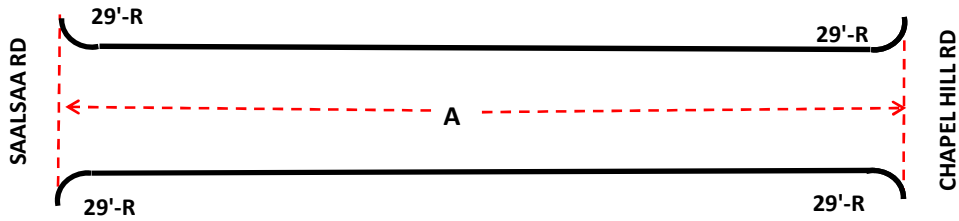
$A = 650 \times 28 = 2022.2$   
 $B = \pi r^2 = 3.14 \times 34 \times 34 = 403.3$   
 $C = 52 \times 39 = 225.3$   
 $D = 2 \times (25 \times 3) = 16.7$   
 $6 \times 28' - R = 129.0$   
**TOTAL = 2796.5**

**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	12.5MM E-0.3/3" P.G. (58-28)	<b>510</b> TON
ESTIMATED UNDERCUT		<b>420</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>2,800</b> SY

# RESURFACING 2017

**STREET NAME: MONTCLAIR LANE**  
**LIMITS: SAALSAA RD TO CHAPEL HILL RD**



**AREA (SY)**

$A = 650 \times 28 = 2022.2$

$4 \times 29' - R = 92.0$

**TOTAL = 2114.2**

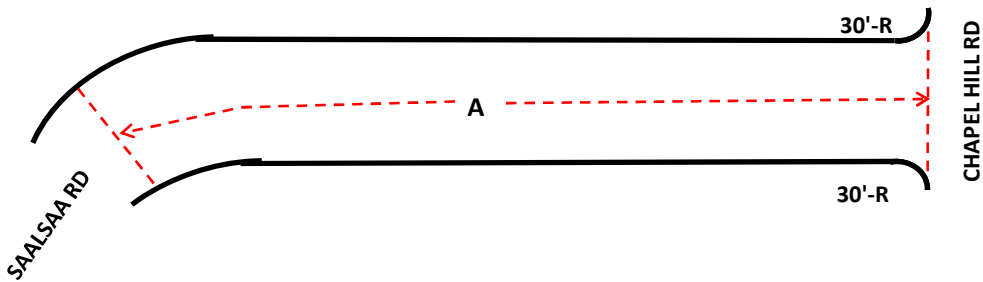
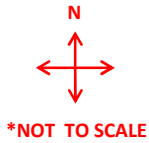
**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	12.5MM E-0.3/3" P.G. (58-28)	<b>390</b> TON
ESTIMATED UNDERCUT		<b>320</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>2,115</b> SY

# RESURFACING 2017

**STREET NAME: PIPING ROCK ROAD**  
**LIMITS: SAALSAA RD TO CHAPEL HILL RD**

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**AREA (SY)**

$A = 635 \times 28 = 1975.6$

$2 \times 30' \times R = 49.0$

**TOTAL = 2024.6**

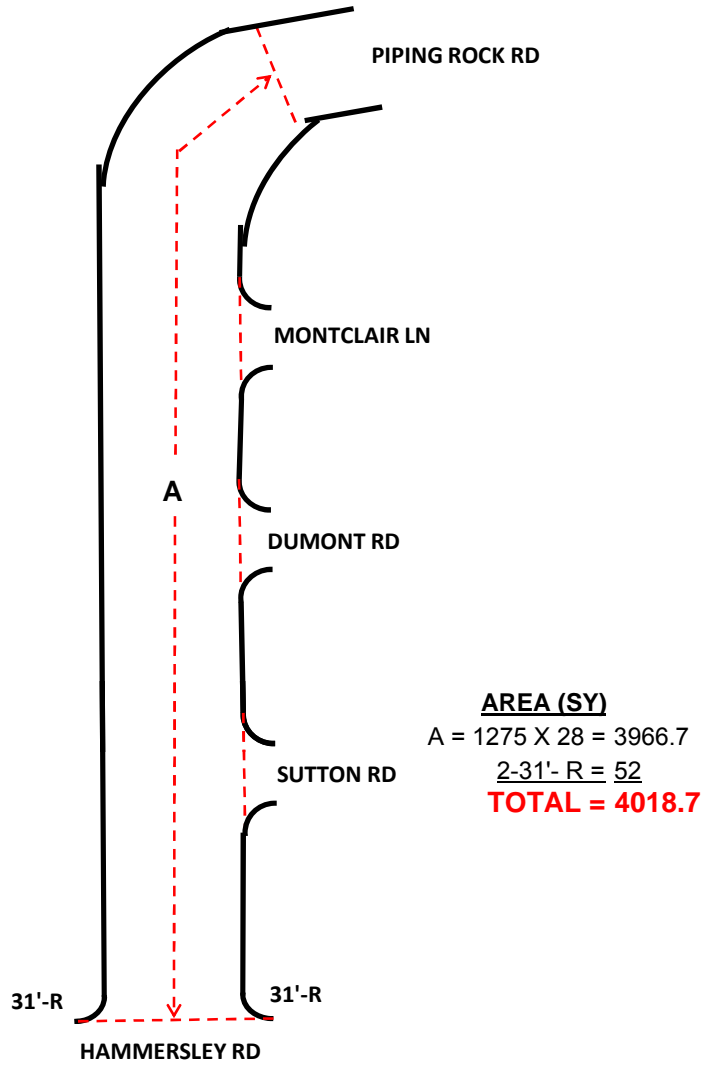
**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	12.5MM E-0.3/3" P.G. (58-28)	<b>370</b> TON
ESTIMATED UNDERCUT		<b>310</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>2,025</b> SY

# RESURFACING 2017

**STREET NAME: SAALSAA ROAD**

**LIMITS: HAMMERSLEY RD TO PIPING ROCK RD**



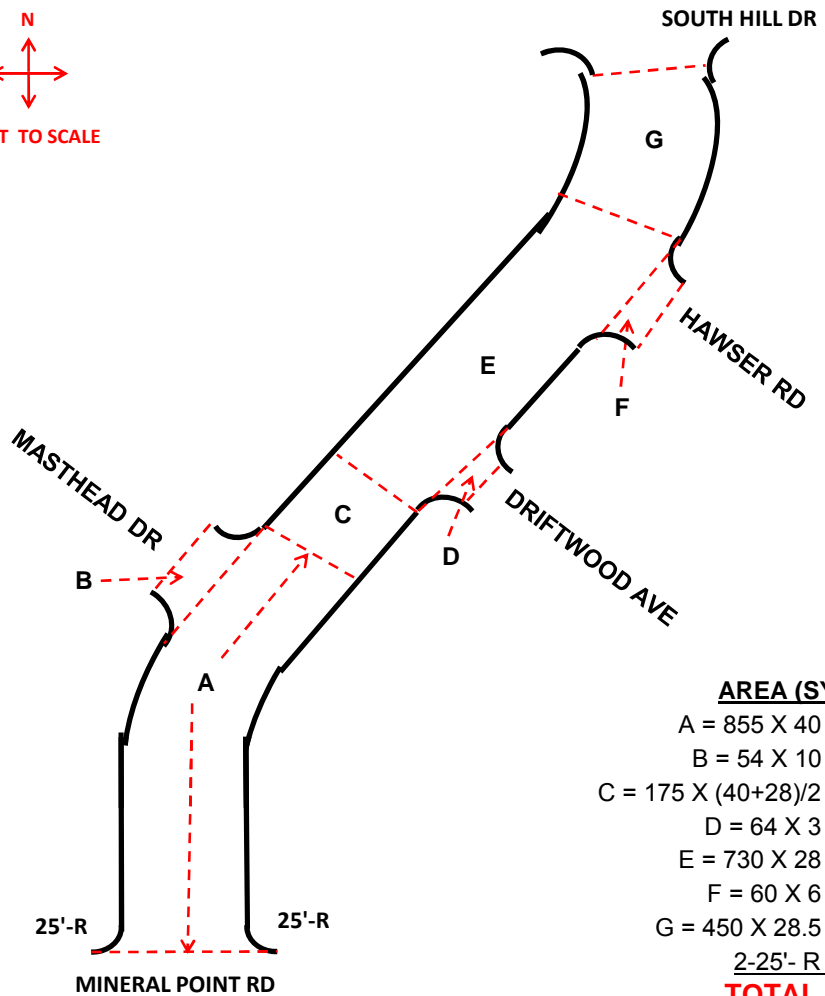
**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	12.5MM E-0.3/3" P.G. (58-28)	<b>730</b> TON
ESTIMATED UNDERCUT		<b>610</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>4,020</b> SY

# RESURFACING 2017

**STREET NAME: ISLAND DRIVE**

**LIMITS: MINERAL PT RD TO SOUTH HILL DR**



**AREA (SY)**

- A = 855 X 40 = 3800
- B = 54 X 10 = 60.0
- C = 175 X (40+28)/2 = 661.1
- D = 64 X 3 = 21.3
- E = 730 X 28 = 2271.1
- F = 60 X 6 = 40.0
- G = 450 X 28.5 = 1425.0
- 2-25'- R = 34.8

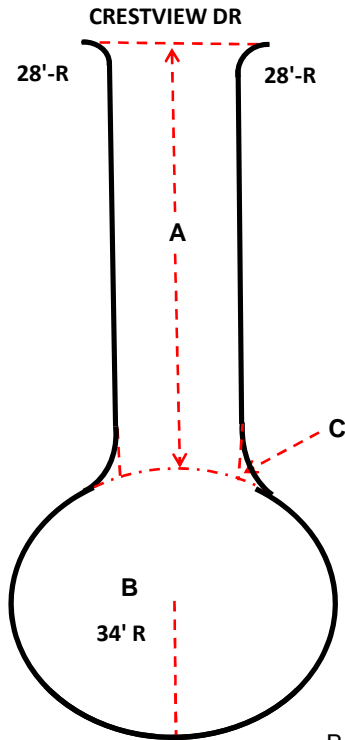
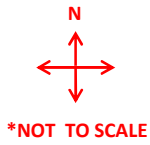
**TOTAL = 8313.3**

**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER	19MM E-1/2.5" P.G. (58-28)	<b>1,250</b> TON
HMA UPPER LAYER	12.5MM E-1/1.75" P.G. (58-28)	<b>880</b> TON
ESTIMATED UNDERCUT		<b>1,700</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>8,315</b> SY

# RESURFACING 2017

**STREET NAME: INDIAN TRACE**  
**LIMITS: CRESTVIEW DR TO SOUTH END**



**AREA (SY)**

$A = 735 \times 28 = 2286.7$   
 $B = \pi r^2 = 3.14 \times 34 \times 34 = 403.3$   
 $C = 2(30 \times 3) = 20.0$   
 $2-28'-R = 43.0$   
**TOTAL = 2753.0**

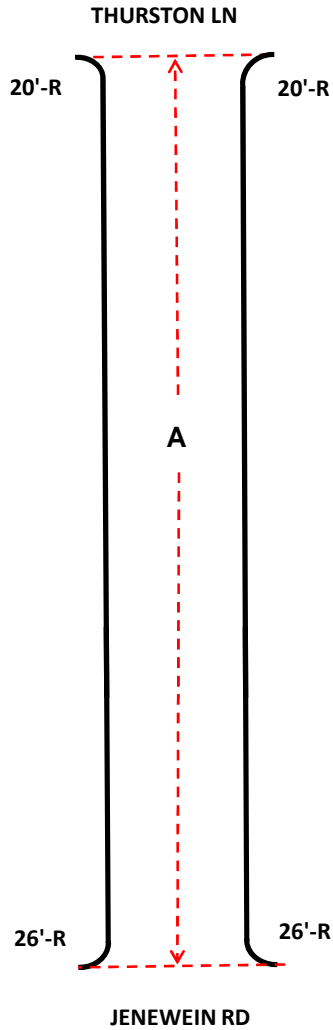
**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	12.5MM E-0.3/3" P.G. (58-28)	<b>500</b> TON
ESTIMATED UNDERCUT		<b>420</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>2,755</b> SY

# RESURFACING 2017

**STREET NAME: ROSENBERY ROAD**

**LIMITS: THURSTON LN TO JENEWEIN RD**



**AREA (SY)**  
 $A = 825 \times 28 = 2566.7$   
 $2 \times 20' \text{ - R} = 23.2$   
 $2 \times 26' \text{ - R} = 37.4$   
**TOTAL = 2627.3**

**ITEMS**

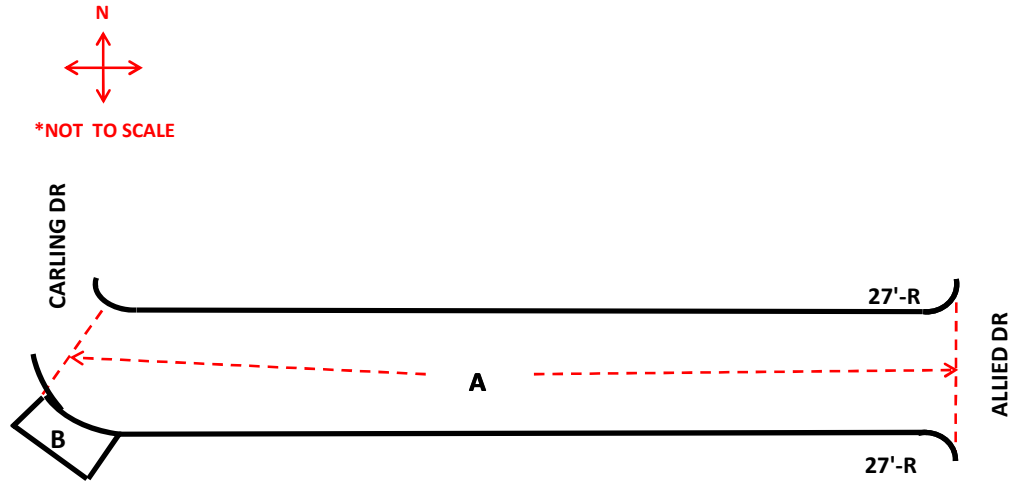
TACK COAT		GAL
HMA LOWER LAYER		TON
HMA UPPER LAYER	12.5MM E-1/3" P.G. (58-28)	<b>480</b> TON
ESTIMATED UNDERCUT		<b>400</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>2,630</b> SY



# RESURFACING 2017

**STREET NAME: LOVELL LANE**  
**LIMITS: CARLING DR TO ALLIED DR**

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**AREA (SY)**

$A = 395 \times 28 = 1228.9$

$B = 40 \times 5 = 22.2$

$2 \times 27' - R = 40.0$

**TOTAL = 1291**

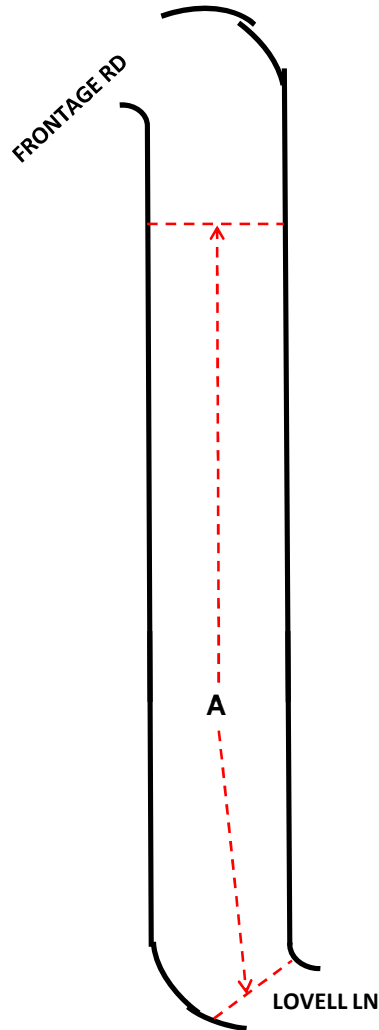
**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER	19MM E-1/2.5" P.G. (58-28)	<b>200</b> TON
HMA UPPER LAYER	12.5MM E-1/1.75" P.G. (58-28)	<b>140</b> TON
ESTIMATED UNDERCUT		<b>330</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>1,295</b> SY

# RESURFACING 2017

**STREET NAME: CARLING DRIVE**  
**LIMITS: LOVELL LN TO FRONTAGE RD**

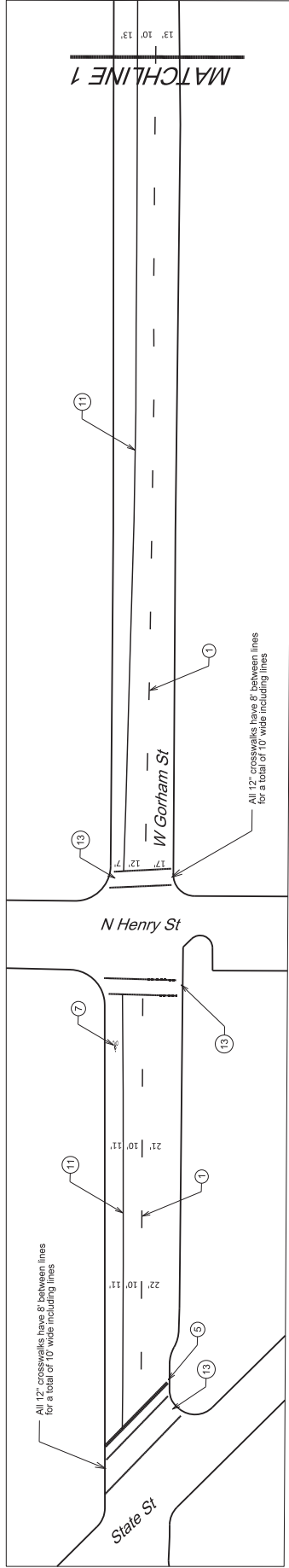
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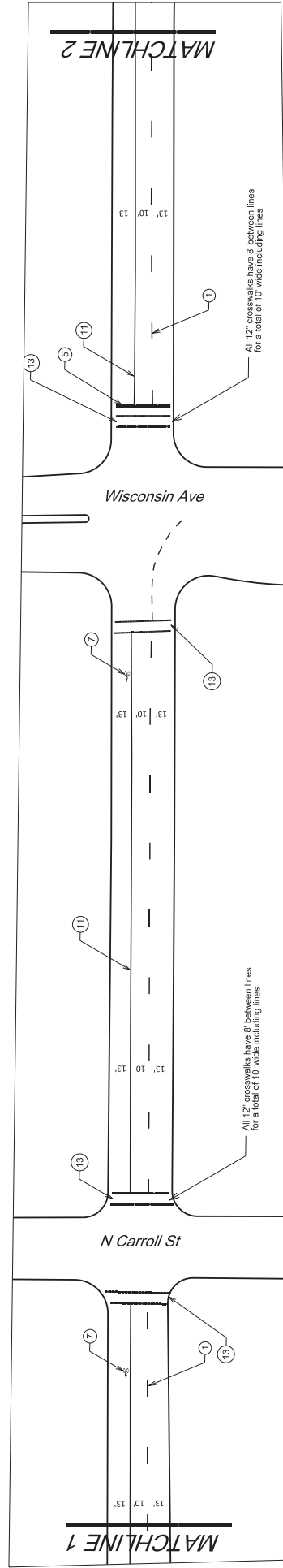
**AREA (SY)**  
 $A = 850 \times 28 = 2644.4$   
**TOTAL = 2644.4**

**ITEMS**

TACK COAT		GAL
HMA LOWER LAYER	19MM E-1/2.5" P.G. (58-28)	<b>400</b> TON
HMA UPPER LAYER	12.5MM E-1/1.75" P.G. (58-28)	<b>290</b> TON
ESTIMATED UNDERCUT		<b>670</b> CY
BASE PATCH GRINDING METHOD 3	ESTIMATED	SY
RAMPING SAS		SY
WEDGE CUT GRINDING CONCRETE		SY
FULL WIDTH GRINDING		SY
PULVERIZE		<b>2,645</b> SY



Callout	Bid Item	Description
1	60802	Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap)
2	60800	Pavement Marking Epoxy, 4-Inch, Solid White
3	60803	Pavement Marking Epoxy, 8-Inch Solid White
4	60834	Pavement Marking Epoxy, Word: "ONLY"
5	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
6	60812	Pavement Marking Epoxy, 6-Inch White, Crosswalk
7	60823	Pavement Marking Epoxy, Symbol, Bike Lane
8	60801	Pavement Marking Epoxy, 4-Inch Double Yellow
9	60829	Pavement Marking Epoxy, Symbol, Left Arrow
10	60802	Pavement Marking Epoxy, 6-Inch Solid White
11	60802	Pavement Marking Epoxy, (2' Line, 6' Gap)
12	60814	Pavement Marking Epoxy, 12-Inch White, Crosswalk
13	60806	Pavement Marking Epoxy, Radius Line, 6-Inch (5' Line, 5' Gap)



PLOT SCALE:

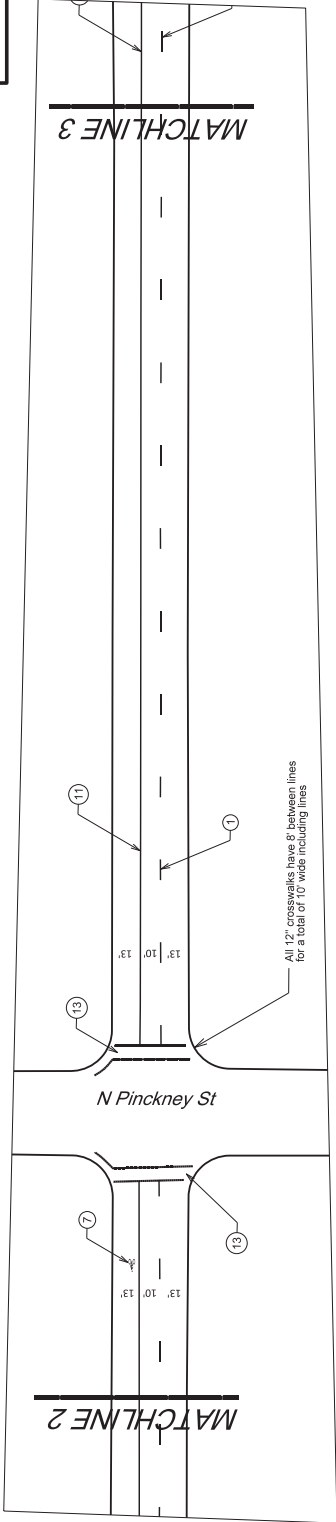
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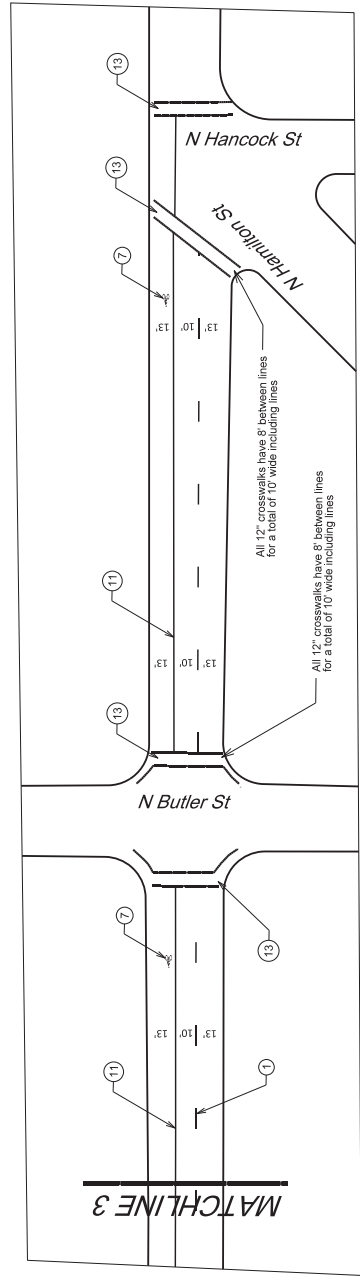
ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

FILE NAME: \$S...designfile...\$S

DATE: \$S...plottingdate...\$S



Callout	Rid Item	Description
1	60802	Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap)
2	60800	Pavement Marking Epoxy, 4-Inch Solid White
3	60803	Pavement Marking Epoxy, 6-Inch Solid White
4	60834	Pavement Marking Epoxy, Word, "ONLY"
5	60816	Pavement Marking Epoxy, 24-Inch White, Stop Line
6	60812	Pavement Marking Epoxy, 6-Inch White, Crosswalk
7	60823	Pavement Marking Epoxy, Symbol, Bike Lane
8	60801	Pavement Marking Epoxy, 4-Inch Double Yellow
9	60802	Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap)
10	60829	Pavement Marking Epoxy, Symbol, Left Arrow
11	60802	Pavement Marking Epoxy, 6-Inch Solid White
12	60802	Pavement Marking Epoxy, 6-Inch White Skips, (2' Line, 6' Gap)
13	60814	Pavement Marking Epoxy, 12-Inch White, Crosswalk



PLOT SCALE:

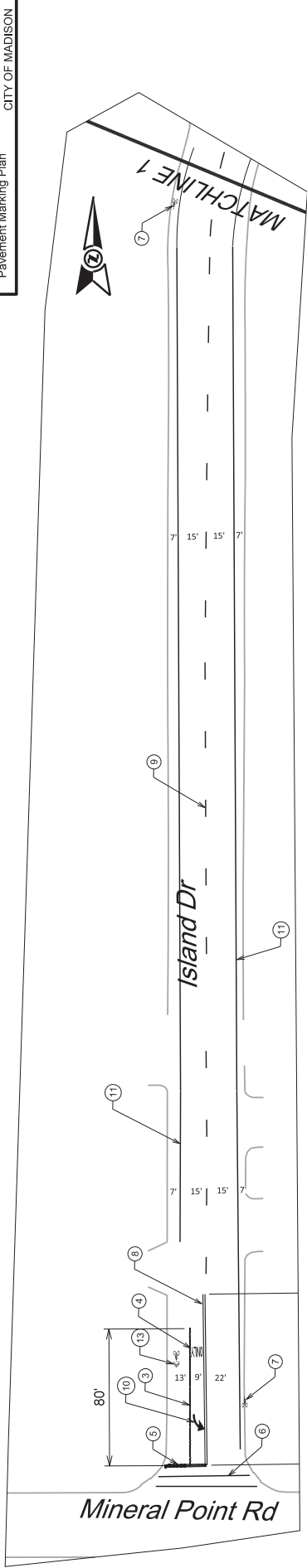
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REV. DATE:

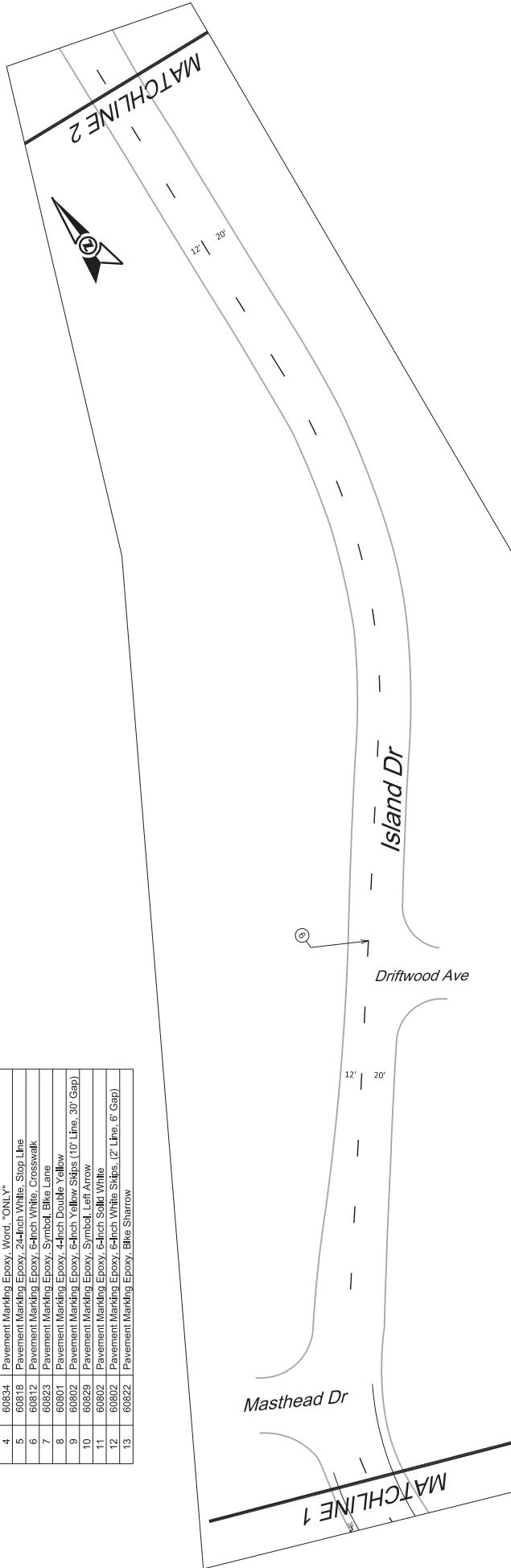
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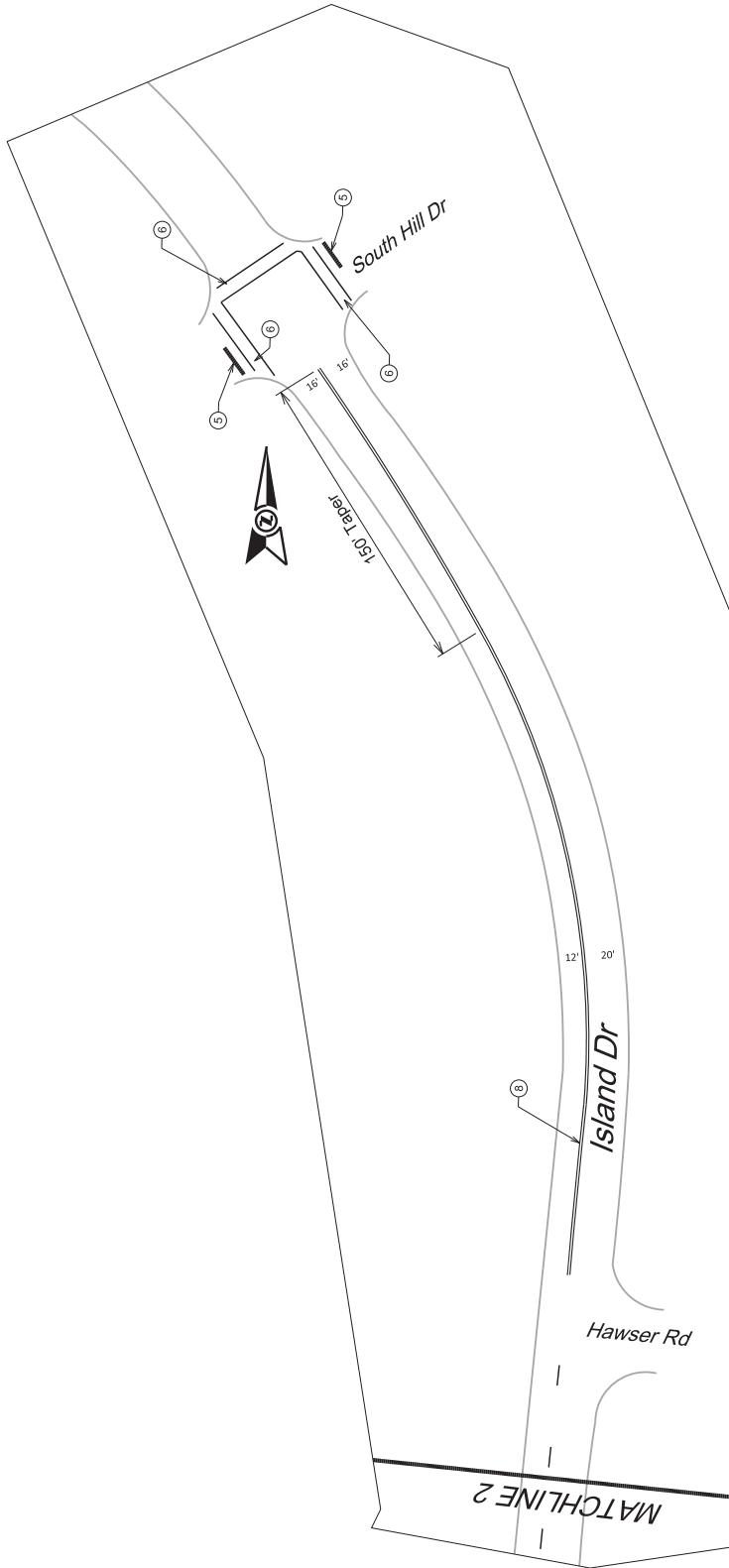
DATE: \$\$...plottingdate...\$\$



Callout	Bid Item	Description
1	60602	Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap)
2	60600	Pavement Marking Epoxy, 4-Inch, Solid White
3	60603	Pavement Marking Epoxy, 8-Inch Solid White
4	60634	Pavement Marking Epoxy, Word, "ONLY"
5	60618	Pavement Marking Epoxy, 24-Inch White, Stop Line
6	60612	Pavement Marking Epoxy, 6-Inch White, Crosswalk
7	60623	Pavement Marking Epoxy, Symbol, Bike Lane
8	60601	Pavement Marking Epoxy, 4-Inch Double Yellow
9	60629	Pavement Marking Epoxy, Symbol, Left Arrow
10	60602	Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap)
11	60602	Pavement Marking Epoxy, 6-Inch Solid White
12	60602	Pavement Marking Epoxy, 6-Inch White Skips, (2' Line, 6' Gap)
13	60622	Pavement Marking Epoxy, Bike Sharrow

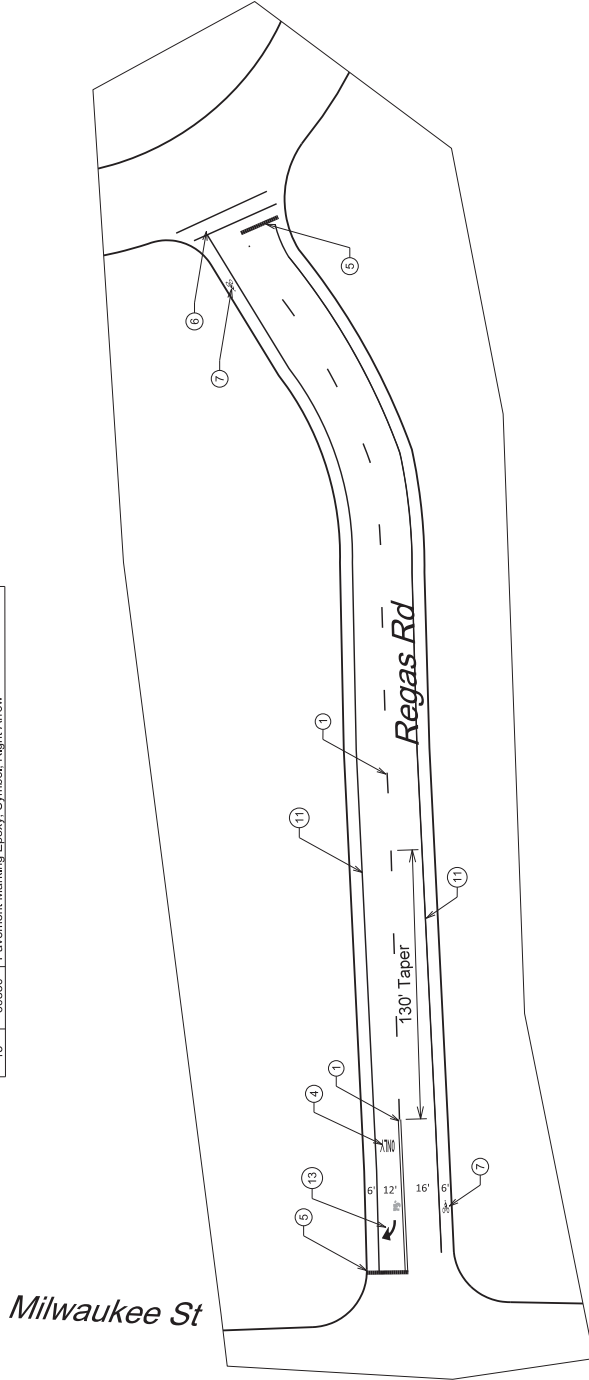


Callout	Bid Item	Description
1	60802	Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap)
2	60800	Pavement Marking Epoxy, 4-Inch, Solid White
3	60803	Pavement Marking Epoxy, 8-Inch Solid White
4	60834	Pavement Marking Epoxy, Word, "ONLY"
5	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
6	60812	Pavement Marking Epoxy, 6-Inch White, Crosswalk
7	60823	Pavement Marking Epoxy, Symbol, Bike Lane
8	60801	Pavement Marking Epoxy, 4-Inch Double Yellow
9	60802	Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap)
10	60829	Pavement Marking Epoxy, Symbol, Left Arrow
11	60802	Pavement Marking Epoxy, 6-Inch Solid White
12	60802	Pavement Marking Epoxy, 6-Inch White Skips, (2' Line, 6' Gap)

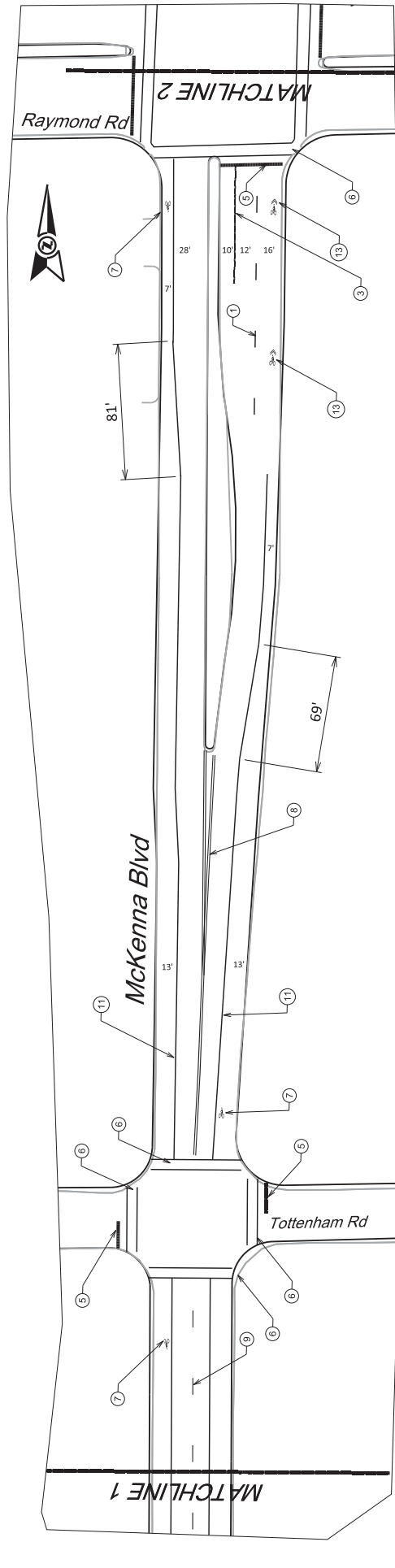
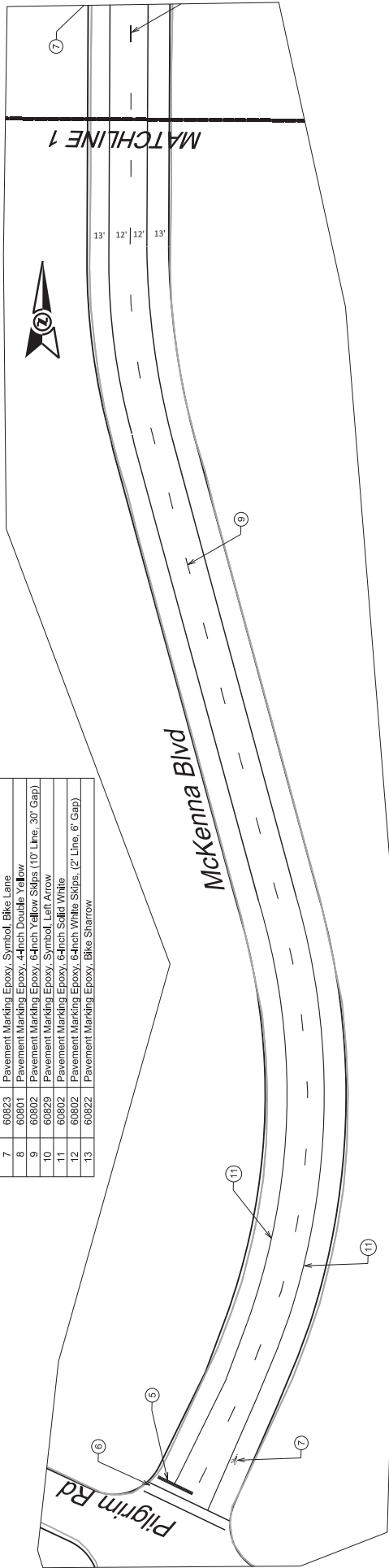




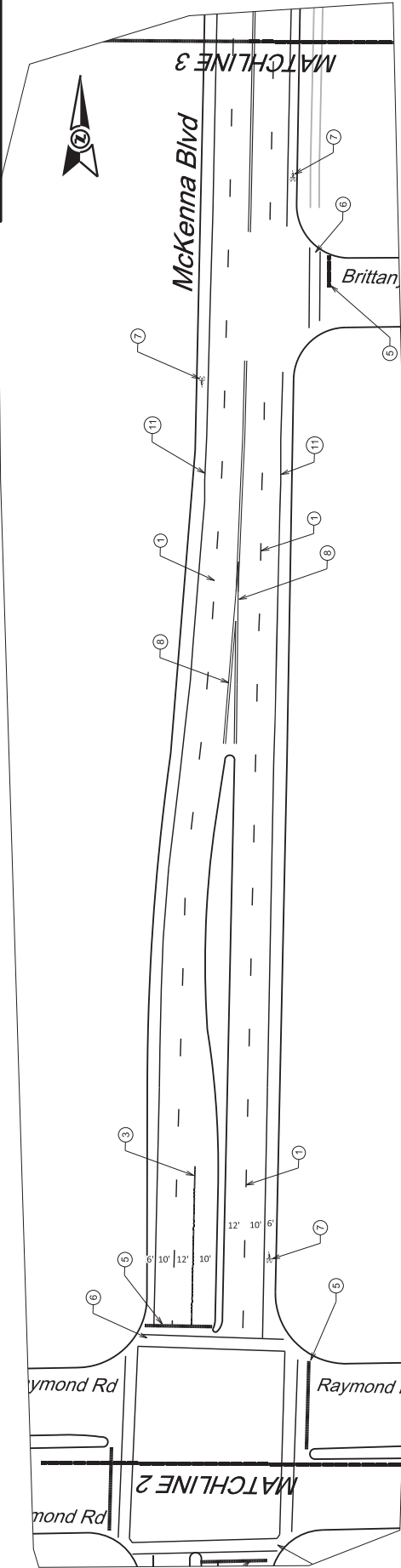
Callout	Bid Item	Description
1	60802	Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap)
2	60800	Pavement Marking Epoxy, 4-Inch Solid White
3	60803	Pavement Marking Epoxy, 4-Inch Solid White
4	60834	Pavement Marking Epoxy, 8-Inch Solid White
5	60818	Pavement Marking Epoxy, Word, "ONLY V"
6	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
7	60823	Pavement Marking Epoxy, Symbol, Bike Lane
8	60801	Pavement Marking Epoxy, 4-Inch Double Yellow
9	60802	Pavement Marking Epoxy, 4-Inch Yellow Skips (10' Line, 30' Gap)
10	60829	Pavement Marking Epoxy, Symbol, Left Arrow
11	60802	Pavement Marking Epoxy, 6-Inch Solid White
12	60802	Pavement Marking Epoxy, 6-Inch White Skips, (2' Line, 6' Gap)
13	60830	Pavement Marking Epoxy, Symbol, Right Arrow



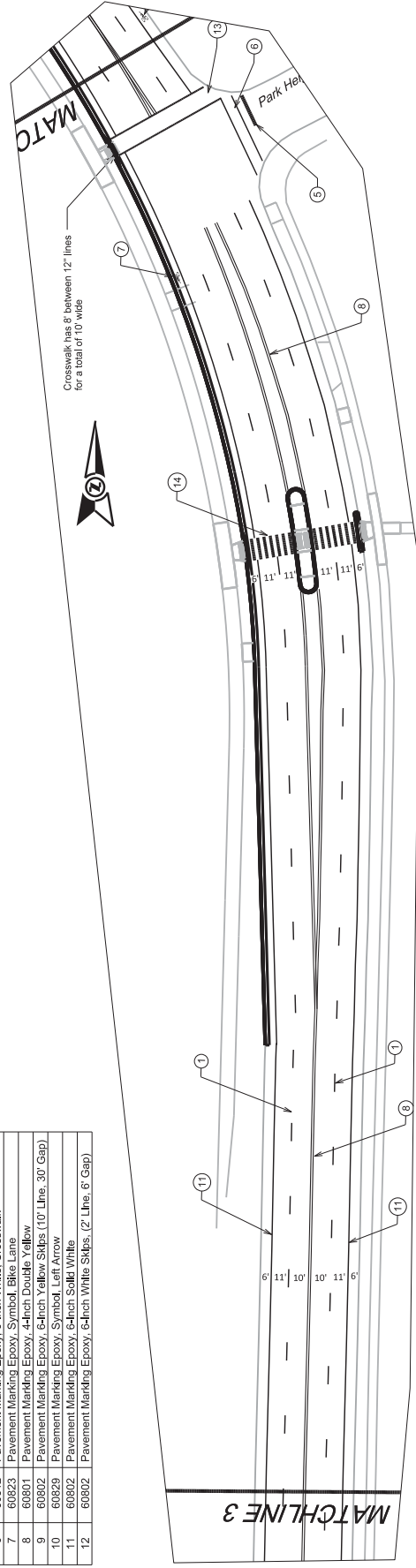
Callout	Bld Item	Description
1	60802	Pavement Marking Epoxy, 6-Inch White Sidps. (10' Line, 30' Gap)
2	60800	Pavement Marking Epoxy, 4-Inch, Solid White
3	60803	Pavement Marking Epoxy, 6-Inch, Solid White
4	60834	Pavement Marking Epoxy, Word, "ONLY"
5	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
6	60812	Pavement Marking Epoxy, 6-Inch White, Crosswalk
7	60823	Pavement Marking Epoxy, Symbol, Bike Lane
8	60801	Pavement Marking Epoxy, 4-Inch Double Yellow
9	60802	Pavement Marking Epoxy, 6-Inch Yellow Sidps (10' Line, 30' Gap)
10	60829	Pavement Marking Epoxy, Symbol, Left Arrow
11	60802	Pavement Marking Epoxy, 6-Inch Solid White
12	60802	Pavement Marking Epoxy, 6-Inch White Sidps. (2' Line, 6' Gap)
13	60822	Pavement Marking Epoxy, Bike Sharrow

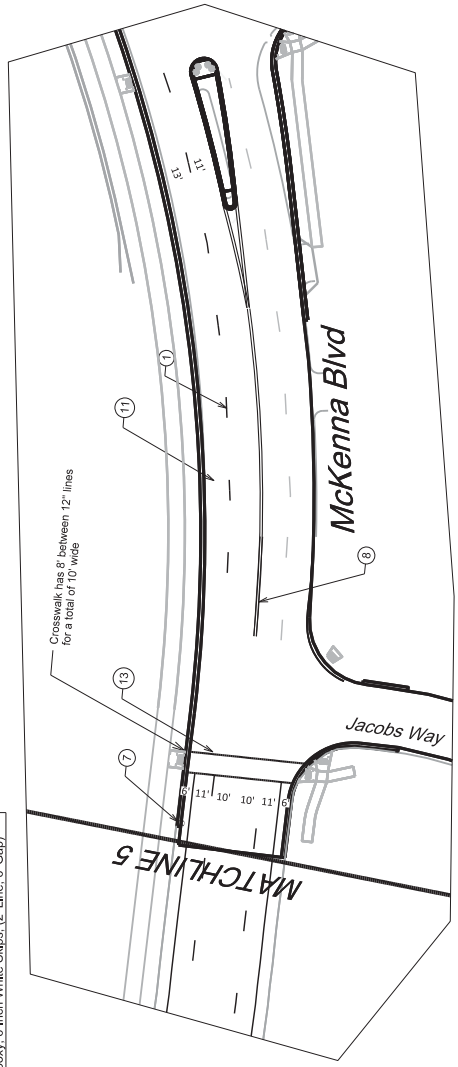
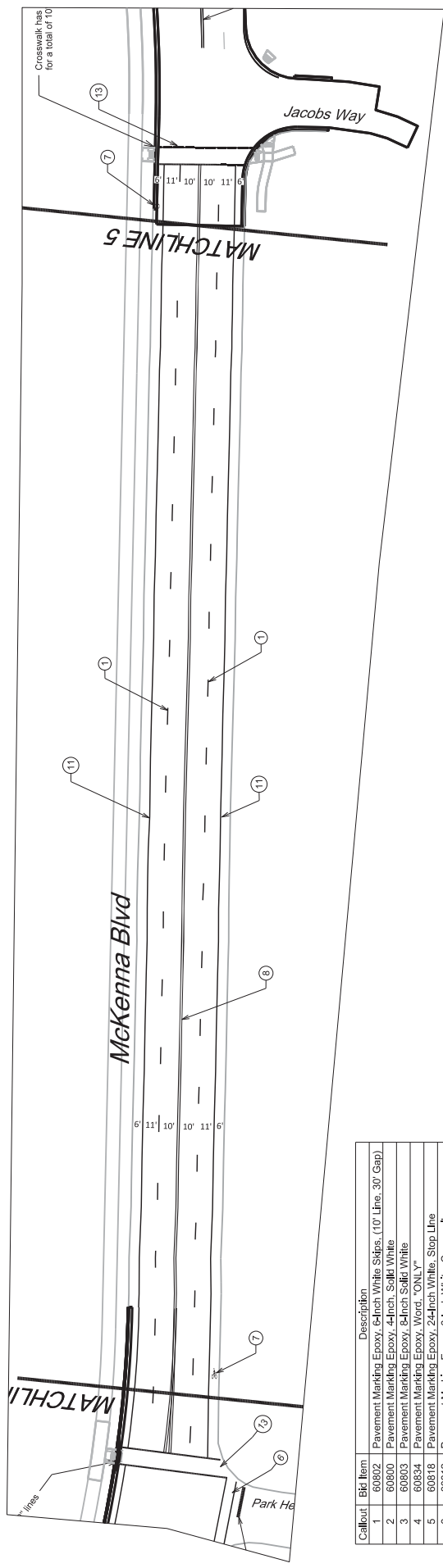






Callout	BLI Item	Description
1	60802	Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap)
2	60800	Pavement Marking Epoxy, 4-Inch, Solid White
3	60803	Pavement Marking Epoxy, 8-Inch, Solid White
4	60834	Pavement Marking Epoxy, Word, "ONLY"
5	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
6	60812	Pavement Marking Epoxy, 6-Inch White, Crosswalk
7	60823	Pavement Marking Epoxy, 4-Inch Double Yellow
8	60801	Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap)
9	60829	Pavement Marking Epoxy, Symbol, Left Arrow
10	60802	Pavement Marking Epoxy, 6-Inch Solid White
11	60802	Pavement Marking Epoxy, 6-Inch Solid White
12	60802	Pavement Marking Epoxy, 6-Inch White Skips, (2' Line, 6' Gap)





Callout	Blk Item	Description
2	60802	Pavement Marking Epoxy, 6-Inch White Ships, (10' Line, 30' Gap)
3	60800	Pavement Marking Epoxy, 4-Inch, Solid White
4	60803	Pavement Marking Epoxy, 6-Inch Solid White
5	60834	Pavement Marking Epoxy, Word, "ONLY"
6	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
7	60812	Pavement Marking Epoxy, 24-Inch White, Crosswalk
8	60823	Pavement Marking Epoxy, Symbol Bike Lane
9	60801	Pavement Marking Epoxy, 4-Inch Double Yellow
10	60829	Pavement Marking Epoxy, 6-Inch Yellow Ships (10' Line, 30' Gap)
11	60829	Pavement Marking Epoxy, Symbol, Left Arrow
12	60802	Pavement Marking Epoxy, 6-Inch Solid White
13	60802	Pavement Marking Epoxy, 6-Inch White Ships (2' Line, 6' Gap)

PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**RESURFACING 2017 - ASPHALT PAVEMENT PULVERIZING, MILLING AND PAVING  
CONTRACT NO. 7796**

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 - 2016 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 \_\_\_\_\_ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_ a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires \_\_\_\_\_

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

## SECTION F: BEST VALUE CONTRACTING

### RESURFACING 2017 - ASPHALT PAVEMENT PULVERIZING, MILLING AND PAVING CONTRACT NO. 7796

#### Best Value Contracting

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

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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 & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

## **SECTION G: BID BOND**

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the 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 2017 - ASPHALT PAVEMENT PULVERIZING, MILLING AND PAVING CONTRACT NO. 7796**

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

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

Seal      SURETY

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
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.

## Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p>

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

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

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

\_\_\_\_\_  
Signature of Authorized Contractor Representative

\_\_\_\_\_  
Date



## SECTION H: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Seventeen between \_\_\_\_\_ 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 \_\_\_\_\_, 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:

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

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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PAVING  
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IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

	Company Name
Witness	Date
Witness	Date
Witness	Date
Witness	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director	City Attorney
Signed this _____ day of _____, 20_____	
Witness	Date
Witness	Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
 as \_\_\_\_\_ principal, \_\_\_\_\_ and

Company of \_\_\_\_\_ as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) 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:

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 CONTRACT NO. 7796**

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 \_\_\_\_\_ day of \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
 Company Name (Principal)

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 President Seal

\_\_\_\_\_  
 Secretary

Approved as to form:

\_\_\_\_\_  
 Surety Seal  
 Salary Employee       Commission

\_\_\_\_\_  
 City Attorney

By \_\_\_\_\_  
 Attorney-in-Fact

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Agent Signature