

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 07/03/2018

Contract between: Fahrner Asphalt Sealers LLC
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: 2018 Tennis & Basketball Court Resurfacings

Contract No.: 8194
Enactment No.: RES-18-00450
Dollar Amount: 95,163.90

File No.: 51849
Enactment Date: 06/25/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	7-5-2018	7-5-2018
Director of Civil Rights	7.6.18	7.9.18 FNS
Risk Manager	7.9.18	7.9.18 mcl
Finance Director	7.9.18	7/9/18 MCR
City Attorney	786 7-10-2018	7-10-2018
Mayor	07.11.18	07.11.2018

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

Original + 2 Copies

07/03/2018 14:02:20 enjls - Kate Kane

RUSH

RUSH

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No.
Contract Value: 95,163.90
AA Plan: approved
Amendment / Addendum #
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

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File #:	51849	Version: 1	Name:	Awarding Public Works Contract No. 8194, 2018 Tennis & Basketball Court Resurfacings.
Type:	Resolution		Status:	Passed
File created:	5/25/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	6/19/2018		Final action:	6/19/2018
Enactment date:	6/25/2018		Enactment #:	RES-18-00450
Title:	Awarding Public Works Contract No. 8194, 2018 Tennis & Basketball Court Resurfacings. (11th & 13th ADs)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8194 .pdf</u>			

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

Fiscal Note

The proposed resolution authorizes the award of Public Works Contract No. 8194, 2018 Tennis & Basketball Court Resurfacings. The total estimated cost of the project is \$102,800. The Parks Division 2018 Capital Budget includes \$1,821,000 for the Park Land Improvements project (Munis 17421) funded by GO Borrowing (\$1,082,000), Impact Fees (\$719,000), and Donations (\$20,000). Funding is available in this project for the contract.

Title

Awarding Public Works Contract No. 8194, 2018 Tennis & Basketball Court Resurfacings. (11th & 13th ADs)

Body

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

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

See attached document (Contract No. 8194) for itemization of bids.

SAR

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 8194
 2018 TENNIS & BASKETBALL COURT RESURFACINGS

FAHRNER ASPHALT SEALERS, L.L.C.

\$95,163.90

Goodman Park

Acct. No. 17398-51-200:54250 (91265)	\$13,423.70
Contingency 8%±	<u>1,076.30</u>
Sub-Total	\$14,500.00

Nakoma Park

Acct. No. 17314-51-200-51000:54250 (91265)	\$625.00
Contingency 8%±	<u>75.00</u>
Sub-Total	\$700.00

Odana Hills East Park

Acct. No. 17399-51-200:54250 (91265)	\$18,161.50
Contingency 8%±	<u>1,448.50</u>
Sub-Total	\$19,610.00

Olbrich Park

Acct. No. 17396-51-200:54250 (91265)	\$18,068.65
Contingency 8%±	<u>1,441.35</u>
Sub-Total	\$19,510.00

Rennebohm Park

Acct. No. 17304-51-200:54250 (91265)	\$7,260.00
Contingency 8%±	<u>580.00</u>
Sub-Total	\$7,840.00

Richmond Hill Park

Acct. No. 17314-51-200:54250 (91265)	\$600.00
Contingency 8%±	<u>50.00</u>
Sub-Total	\$650.00

Walnut Grove Park

Acct. No. 17518-51-200:54250 (91265)	\$17,507.05
Contingency 8%±	<u>1,402.95</u>
Sub-Total	\$18,910.00

Westhaven Trails Park

Acct. No. 17517-51-200:54250 (91265)	\$19,518.00
Contingency 8%±	<u>1,562.00</u>
Sub-Total	\$21,080.00

GRAND TOTAL	<u>\$102,800.00</u>
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Jurisdiction: Wisconsin

Demographics

Company Name: Western Surety Company
Short Name:
SBS Company Number: 54219777
NAIC CoCode: 13188
FEIN: 46-0204900
Domicile Type: Foreign
State of Domicile: South Dakota
Country of Domicile: United States
NAIC Group Number: 218 - CNA INS GRP
Organization Type: Stock
Date of Incorporation: 07/10/1900
Merger Flag: No

Address

Business Address
 101 S REID AVE
 SIOUX FALLS, SD 57103
 United States

Mailing Address
 333 S WABASH AVE
 CHICAGO, IL 60604
 United States

Statutory Home Office Address
 101 S REID ST
 SIOUX FALLS, SD 57103
 United States

Main Administrative Office Address
 333 S WABASH AVE
 CHICAGO, IL 60604
 United States

Phone, E-mail, Website

Phone

Type	Number
Fax Phone	(312) 260-4376
Business Primary Phone	(312) 822-5000

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:

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Effective Date: 05/29/1942
Legacy State ID: 111843
Issue Date: 05/29/1942
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Export to Excel

langer

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Casualty	07/29/2010	03/16/2018	03/15/2019

Line Of Business

Filter

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	05/29/1942
Surety Insurance	Surety Insurance	05/29/1942
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	05/29/1942

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
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First Previous **1** Next Last

Company Merger

No results found.

Name Change History

Filter

Previous Name	New Name	Effective Date
	Western Surety Company	

First Previous **1** Next Last

\$95,163.90
FILE

BID OF FAHRNER ASPHALT SEALERS, L.L.C.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2018 TENNIS & BASKETBALL COURT RESURFACINGS

CONTRACT NO. 8194

MUNIS NO. 17304-51-200; 17341-200-51000; 17396-51-200
17398-51-200; 17399-51-200

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 19, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>


**2018 TENNIS AND BASKETBALL COURT RESURFACINGS
CONTRACT NO. 8194**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

EK: KK

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:	2018 TENNIS AND BASKETBALL COURT RESURFACINGS
CONTRACT NO.:	8194
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	5/17/2018
BID SUBMISSION (2:00 P.M.)	5/24/2018
BID OPEN (2:30 P.M.)	5/24/2018
PUBLISHED IN WSJ	5/3/2018, 5/10/2018 & 5/17/2018

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

2018 TENNIS AND BASKETBALL COURT RESURFACINGS CONTRACT NO. 8194

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

SECTION 104: SCOPE OF WORK

This project consists of resurfacing existing tennis and basketball courts including crack sealing, seal coating, and court line painting at eight City of Madison project sites including Goodman, Nakoma, Odana Hills East, Olbrich, Rennebohm, Richmon Hill, Walnut Grove and Westhaven Trails Parks.

The Contractor is encouraged to view the sites prior to bidding to become familiar with the existing conditions.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

SECTION 105.13: ORDER OF COMPLETION

Contractor is prohibited from work during times when courts are reserved. Contractor shall provide proposed schedules a minimum of one (1) week prior to beginning work. Proposed schedule must be pre-approved by project engineer prior to beginning work.

The Contractor shall complete the sport court resurfacings in the following order:

1. Rennebohm Park tennis courts (crack-sealing only) – after 8/2/2018
2. Olbrich Park tennis courts – after 8/2/2018
3. All other court locations – before 9/3/2018

SECTION 109.2: PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

Work can start on this contract as soon as the weather allows after the Start to Work letter has been received. The successful bidder must confer with the Parks Division before work can start and to determine order of work. The Contractor is responsible for restoration of any damage to the sites (lawns, pavement including path paths, sidewalks and curb) due to construction access.

SECTION 109.7: TIME OF COMPLETION

Work on the 2018 Tennis and Basketball Court Resurfacing Contract shall begin on or around 7/9/2018 and shall be completed by 9/3/2018.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless there is a significant change approved by the Engineer. Any discrepancies between the quantities listed in the proposal and what the Contractor has measured in field during bidding shall be adjusted through the Contractors bid price, the quantities will not be adjusted.

BID ITEM 90000 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS

Work under this item shall include all costs associated with pavement crack sealing at acrylic sealed sport courts as specified in these special provisions.

This work consists of cleaning, preparing and filling pavement cracks 1/8" or wider within existing acrylic sealed bituminous pavements.

The Contractor shall note that water is not available at any of the sites.

Cracks less than 3/8" width shall be filled by hand packing with flexible, asbestos-free tennis court crack filler, level to surface. Cracks greater than 3/8" width shall be filled within 1/4" to the surface of the court with acrylic court patch binder mix and allowed to cure (including saw cut expansion joints). The remaining 1/4" or less shall then be filled with flexible crack filler, level to surface.

Pavement crack sealing as defined in this bid item, shall be performed at the following sites for the quantities listed below:

- Goodman Park basketball court – 850 linear feet
- Odana Hills East Park tennis courts – 550 linear feet
- Olbrich Park tennis courts – 1,780 linear feet

- Rennebohm Park tennis courts – 2,420 linear feet
- Walnut Grove Park tennis courts – 2,420 linear feet
- Westhaven Trails Park tennis courts – 1,500 linear feet

The above listed quantities include combined quantities for both cracks greater and less than 3/8" width. **Repainting portions of playing lines at Rennebohm Park tennis courts that have been obscured through pavement crack sealing is incidental to this bid item.**

METHOD OF MEASUREMENT

Pavement Crack Sealing – Acrylic Sealed Sport Courts shall be paid per linear foot.

BASIS OF PAYMENT

Pavement Crack Sealing – Acrylic Sealed Sport Courts shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90001 - PAVEMENT SEAL COAT - ACRYLIC

Work under this bid item shall include all costs associated with seal coating existing acrylic sport courts as specified in these special provisions.

SURFACE PREPARATION: Prior to beginning work, the Contractor shall remove and store tennis court nets. All surfaces shall be power washed and cleaned prior to the application of acrylic resurfacer product. All surfaces to be coated shall be sound, smooth, and free from dust, lawn, dirt, and oily materials.

The Contractor shall note that water is not available at any of the sites.

DEPRESSIONS: Prior to the application of surfacing materials, the entire surface shall be checked for minor depressions or irregularities. Contractor shall perform a flood test to identify and locate any depressions that hold more than a nickel's thickness of water. **Contractor shall contact Engineer a minimum of 24 hours prior to performing the flood test to coordinate a site inspection by the City.** After the court has been flooded and allowed to drain, any depressions meeting the depth requirements described above shall be corrected by applying a tack coat of diluted court patch binder. The binder shall be allowed to thoroughly dry prior to filling depression with court patch binder high strength acrylic latex bonding liquid.

FILLER COATINGS: To fill surface voids and provide a uniform surface texture, one coat of mineral filled acrylic resurfacer shall be applied over the entire surface. Acrylic resurfacer shall contain only high grade, rounded silica sand, 40-70 mesh, at a rate of 12-16 lbs per gallon concentrate. Acrylic resurfacer shall be applied by rubber bladed squeegee. A second coat shall be added to heavy wear areas if needed to provide a uniform surface texture. The first coat shall be allowed to dry thoroughly prior to applying additional coats. The Contractor shall submit manufacturer submittals to the Engineer for approval prior to start of work.

FINISH COATINGS: A minimum of two finish coats of Sportmaster®, Plexipave® or Laykold® textured acrylic color coating shall be applied over entire surface by rubber bladed squeegee. Each application shall contain only high grade, rounded silica sand, 100 mesh, at a rate of 7 lbs. per gallon concentrated. Textured seal coat shall be dark green.

After color coating is complete, the Contractor shall reinstall tennis court nets and ensure that tennis court net tie downs are free of material and debris and suitable for use.

Pavement Seal Coat - Acrylic as defined in this bid item shall be applied to the following courts:

- Goodman Park basketball court – 1,216 square yards
- Odana Hills East Park tennis courts – 2,160 square yards
- Olbrich Park tennis courts – 1,491 square yards
- Walnut Grove Park tennis courts – 1,507 square yards
- Westhaven Trails Park tennis courts – 1,490 square yards

The Contractor shall protect the court with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

METHOD OF MEASUREMENT

Pavement Seal Coat – Acrylic shall be paid per square yard.

BASIS OF PAYMENT

Pavement Seal Coat – Acrylic shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 - TENNIS COURT LINE PAINTING

Work under this bid item shall include all costs associated with line painting acrylic sealed tennis courts as specified in these special provisions.

Contractor shall paint new tennis court lines at the following tennis courts:

- Nakoma Park – 1 court
- Odana Hills Park – 3 courts
- Olbrich Park – 2 courts
- Walnut Grove Park – 2 courts
- Westhaven Trails Park – 2 courts

Regulation tennis court playing lines shall be marked as specified by the U.S. Tennis Association for two 78' court layouts. Court lines shall include single sidelines, doubles sidelines, center service lines, center marks, and base lines.

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. All lines except tennis court base lines shall be two (2) inches wide. Tennis court base lines may be no more than four (4) inches wide. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All tennis court lines shall be painted white.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all gates until completion, and shall leave the site in a clean condition.

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from the work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the city.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

METHOD OF MEASUREMENT

Tennis Court Line Painting shall be paid per each individual court.

BID ITEM 90003 – YOUTH TENNIS COURT LINE PAINTING

Work under this bid item shall include all costs associated with line painting acrylic sealed youth tennis courts as specified in these special provisions.

Contractor shall paint new youth tennis court lines at the following tennis courts:

- Odana Hills Park – 3 courts
- Olbrich Park – 2 courts

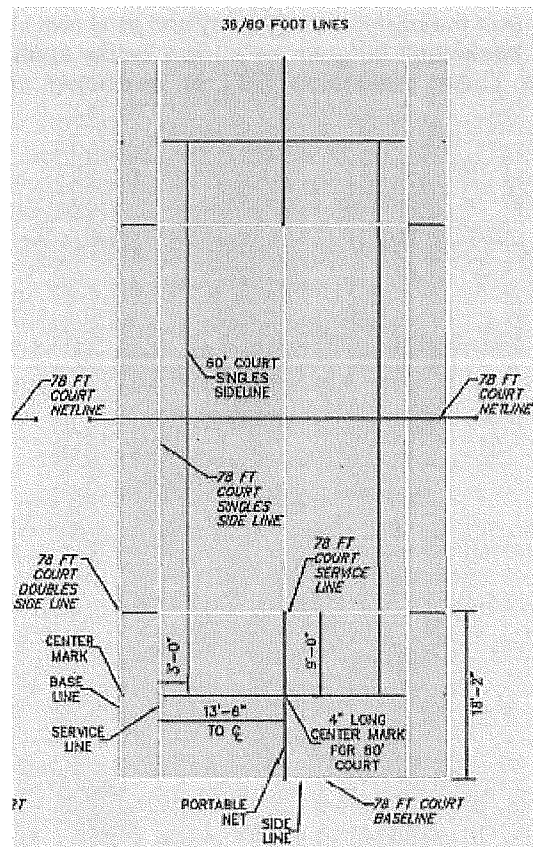
All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All tennis court lines shall be painted light green. The Contract shall submit color samples of line painting colors prior to painting.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all gates until completion, and shall leave the site in a clean condition.

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from the work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the city.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

Lines shall be painted as shown in the below diagram for 36/60 foot lines.



All 10 and under tennis playing lines shall terminate 3 inches from the 78' court line. All 10 and under tennis playing lines shall be 1 1/2" wide. All 10 and under tennis playing lines shall be measured out to out, with the exception of the center lines which shall be measured out to the center. The center mark of the 36 foot court shall be set 2 inches off the 78 foot court doubles sideline and shall be 2 inches long by 1 1/2" wide.

METHOD OF MEASUREMENT

Youth Tennis Court Line Painting shall be paid per each individual court.

BASIS OF PAYMENT

Youth Tennis Court Line Painting shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90004 - BASKETBALL COURT LINE PAINTING

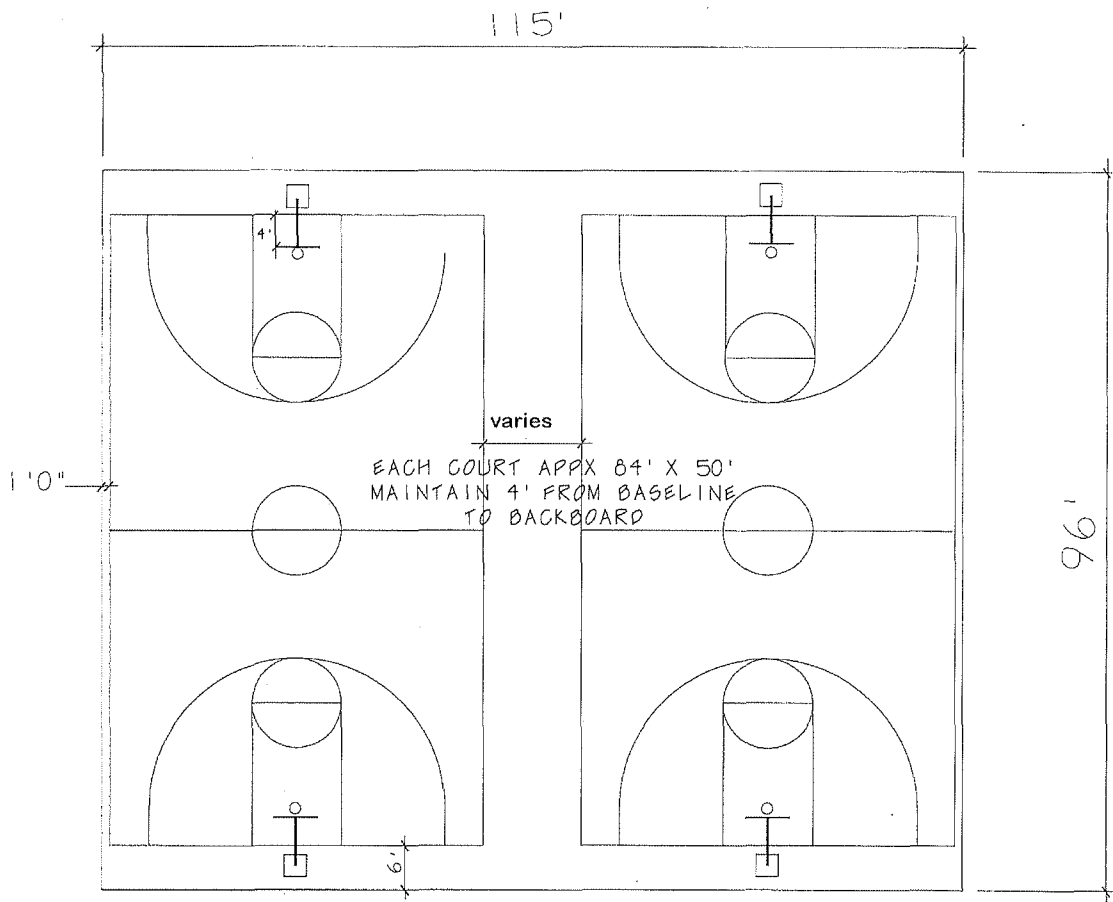
Work under this bid item shall include all costs associated with line painting acrylic sealed basketball courts as specified in these special provisions.

Contractor shall paint new basketball court lines at the following acrylic sealed basketball courts:

- Goodman Park – 2 courts
- Richmond Hill Park – 1 court

Basketball court playing lines shall be marked for high school basketball court with dimensions 50'x84', with a backboard extending 4' over the baseline into the key and as shown in the below diagram.

Contractor to note: 2-court basketball diagram as shown below applies to Goodman Park. For Richmond Hill Park, court linear dimension (96') is as-shown and paved court width is approximately 54'.



Court lines shall include sidelines, baseline/end lines, mid court lines, three point lines, free throw lines, free throw circle, lane lines, and center circle.

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. All court lines shall be two (2) inches wide. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All lines shall be painted white.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all gates until completion, and shall leave the site in a clean condition.

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the city.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

METHOD OF MEASUREMENT

Basketball Court Line Painting shall be paid per each individual court.

BASIS OF PAYMENT

Basketball Court Line Painting shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90005 – PICKLEBALL COURT LINE PAINTING

Work under this bid item shall include all costs associated with line painting acrylic sealed tennis courts with pickleball court lines as specified in these special provisions.

Contractor shall paint new pickleball lines at the following tennis courts:

- Nakoma Park – 1 court
- Walnut Grove Park – 2 courts
- Westhaven Trails Park – 2 courts

Pickleball courts shall be marked as specified by the U.S.A. Pickleball Association. Detailed information on pickleball court line painting is located at the following websites:

<http://www.usapa.org/court-diagram/>

<http://www.usapa.org/wp-content/uploads/2013/06/Suggestions-for-Laying-Out-a-Pickleball-Court.pdf>

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All pickleball court lines shall be medium blue. The Contractor shall submit color samples of line painting colors prior to painting.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all gates until completion, and shall leave the site in a clean condition.

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from the work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the city.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

METHOD OF MEASUREMENT

Pickleball Court Line Painting shall be paid per each individual court.

BASIS OF PAYMENT

Pickleball Court Line Painting shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

END OF SPECIAL PROVISIONS



Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104
Madison, WI 53703
608-266-4711 • cityofmadison.com/parks

play
**MADISON
PARKS**

May 21, 2018

NOTICE OF ADDENDUM ADDENDUM 1

CONTRACT NO. 8194

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

SPECIAL PROVISIONS:

Remove & replace BID ITEM 90000 – PAVEMENT CRACK SEALING – ACRYLIC SEALED SPORT COURTS. The revised BID ITEM 90000 is listed, below.

BID ITEM 90000 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS

Work under this item shall include all costs associated with pavement crack sealing at acrylic sealed sport courts as specified in these special provisions.

This work consists of cleaning, preparing and filling pavement cracks 1/8" or wider within existing acrylic sealed bituminous pavements.

The Contractor shall note that water is not available at any of the sites.

Cracks less than 3/8" width shall be filled by hand packing with flexible, asbestos-free tennis court crack filler, level to surface. Cracks greater than 3/8" width shall be filled within 1/4" to the surface of the court with acrylic court patch binder mix and allowed to cure (including saw cut expansion joints). The remaining 1/4" or less shall then be filled with flexible crack filler, level to surface.

Pavement crack sealing as defined in this bid item, shall be performed at the following sites for the quantities listed below:

- Goodman Park basketball court – 850 linear feet
- Odana Hills East Park tennis courts – 550 linear feet
- Olbrich Park tennis courts – 1,780 linear feet
- Rennebohm Park tennis courts – 2,420 linear feet
- Walnut Grove Park tennis courts – 1,500 linear feet
- Westhaven Trails Park tennis courts – 2,420 linear feet

The above listed quantities include combined quantities for both cracks greater and less than 3/8" width. **Repainting portions of playing lines at Rennebohm Park tennis courts that have been obscured through pavement crack sealing is incidental to this bid item.**

METHOD OF MEASUREMENT

Pavement Crack Sealing – Acrylic Sealed Sport Courts shall be paid per linear foot.

BASIS OF PAYMENT

Pavement Crack Sealing – Acrylic Sealed Sport Courts shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

PROPOSAL:

Remove & replace BID ITEM 90000.5 and BID ITEM 90000.6. The revised BID ITEM 90000.5 and 90000.6 are listed, below and have been updated in Section B: Proposal Page on BidExpress.

90000.5	PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - WALNUT GROVE PARK	1,500	LF	\$ -	\$ -
90000.6	PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - WESTHAVEN TRAILS PARK	2,420	LF	\$ -	\$ -

PLAN SET:

No change

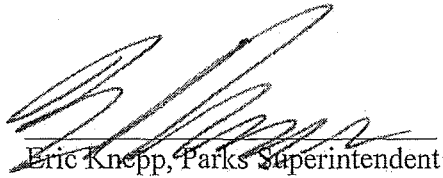
CLARIFICATION:

Pavement crack sealing quantities for two of the project sites were described incorrectly.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.




Eric Knepp, Parks Superintendent

SECTION E: BIDDERS ACKNOWLEDGEMENT

2018 TENNIS AND BASKETBALL COURT RESURFACINGS
CONTRACT NO. 8194

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Fahrner Asphalt Sealers, LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; 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 Jim Rozumialski
Vice President - Waunakee

 TITLE, IF ANY

Sworn and subscribed to before me this
24th day of May, 2018.

 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 05/15/2020
 Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 8194 – Fahrner Asphalt Sealers, L.L.C.

Section F: Best Value Contracting (BVC) Form

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

Method of Submittal of Best Value Contracting form (click in box below to choose) *

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

Best Value Contracting

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

Tennis/basketball court resurfacing, general labor/color-coat and stripe

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.

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

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

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

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

2018 TENNIS & BASKETBALL COURT RESURFACINGS

CONTRACT NO. 8194

DATE: 5/24/18

**Fahrner Asphalt Sealers,
L.L.C.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
90000.1 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - GOODMAN PARK - LF	850.00	\$2.65	\$2,252.50
90000.2 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - ODANA HILLS EAST PARK - LF	550.00	\$2.65	\$1,457.50
90000.3 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - OLBRICH PARK - LF	1780.00	\$2.65	\$4,717.00
90000.4 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - RENNEBOHM PARK - LF	2420.00	\$3.00	\$7,260.00
90000.5 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - WALNUT GROVE PARK - LF	1500.00	\$2.65	\$3,975.00
90000.6 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - WESTHAVEN TRAILS PARK - LF	2420.00	\$2.50	\$6,050.00
90001.1 - PAVEMENT SEAL COAT - ACRYLIC - GOODMAN PARK - SY	1216.00	\$8.20	\$9,971.20
90001.2 - PAVEMENT SEAL COAT - ACRYLIC - ODANA HILLS EAST PARK - SY	2160.00	\$6.90	\$14,904.00
90001.3 - PAVEMENT SEAL COAT - ACRYLIC - OLBRICH PARK - SY	1491.00	\$8.15	\$12,151.65
90001.4 - PAVEMENT SEAL COAT - ACRYLIC - WALNUT GROVE PARK - SY	1507.00	\$8.15	\$12,282.05
90001.5 - PAVEMENT SEAL COAT - ACRYLIC - WESTHAVEN TRAILS PARK - SY	1490.00	\$8.20	\$12,218.00
90002 - TENNIS COURT LINE PAINTING - EA	10.00	\$350.00	\$3,500.00
90003 - YOUTH TENNIS COURT LINE PAINTING - EA	5.00	\$250.00	\$1,250.00
90004 - BASKETBALL COURT LINE PAINTING - EA	3.00	\$600.00	\$1,800.00
90005 - PICKLEBALL COURT LINE PAINTING - EA	5.00	\$275.00	\$1,375.00
15 Items	Totals		\$95,163.90



Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
608 264 9275 FAX
1 866 704 2315 Textnet

Replaces Biennial Bid Bond in the name of:
Fahrner Asphalt Sealers, LLC
Dated December 4, 2014

608 266 4751

Deputy City Engineer
Robert F. Phillips, P.E.
Principal Engineers
Michael R. Dailey, P.E.
Christina M. Bachmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.
Operations Supervisor
Kathleen M. Cryan
Hydrogeologist
Joseph L. DeMorett, P.G.
GIS Manager
David A. Davis, R.L.S.
Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

Fahrner Asphalt Sealers, L.L.C.
(a corporation of the State of Limited Liability Company of the State of WI
(individual), (partnership), (hereinafter referred to as the "Principal") and
Western Surety Company

a corporation of the State of SD (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of January 1, 2017 through January 31, 2019.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

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

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


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

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

PRINCIPAL

Fahrner Asphalt Sealers, L.L.C.
COMPANY NAME AFFIX SEAL


January 11, 2017
DATE

By:  Vice President
SIGNATURE AND TITLE

SURETY

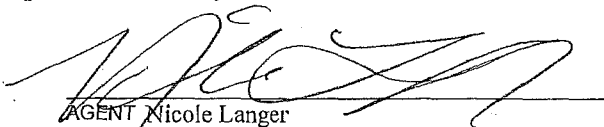
Western Surety Company
COMPANY NAME AFFIX SEAL

January 11, 2017
DATE

By: 
SIGNATURE AND TITLE
Nicole Langer, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2538830 for the year 2017-2019, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 11, 2017
DATE


AGENT Nicole Langer

Willis of Minnesota, Inc.
1600 Utica Avenue South, Suite 600
ADDRESS

Minneapolis, MN 55416
CITY, STATE AND ZIP CODE

763-302-7100
TELEPHONE NUMBER

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

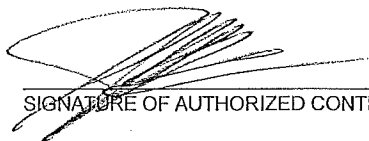
CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO) January 1, 2017 to January 31, 2019
NAME OF SURETY Western Surety Company
NAME OF CONTRACTOR Fahrner Asphalt Sealers, L.L.C.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

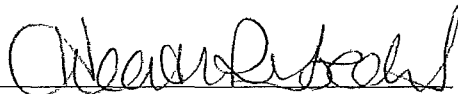
DATE

1-11-2017

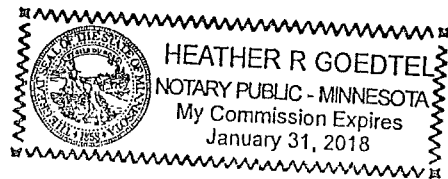
Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 11th day of January 2017, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.



Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Nina E Werstein, Laurie Pflug, Brian D Carpenter, Jill N Swanson, Dennis G Loots, Jessica Hoff, Michelle Sylvester, Heather R Goedtel, Nicole Langer, Craig Olmstead, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.



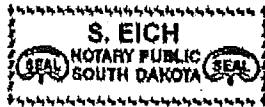
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of January, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 20 day of JUNE in the year Two Thousand and Eighteen between FAHRNER ASPHALT SEALERS, L.L.C. 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 JUNE 19, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

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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 NINETY-FIVE THOUSAND ONE HUNDRED SIXTY-THREE AND 90/100 (\$95,163.90) 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, qualification 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.


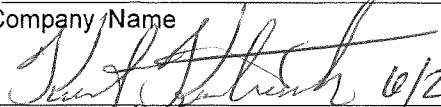
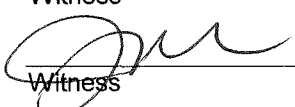

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

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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:

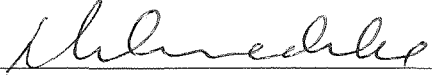
FAHRNER ASPHALT SEALERS, L.L.C.

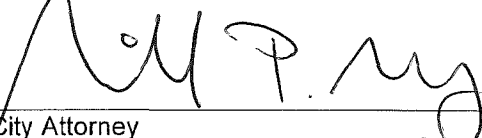
		Company Name	
	6/20/18		6/20/18
Witness	Date	President	Date
	6/20/18		6/20/18
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

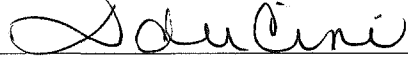
Provisions have been made to pay the liability that will accrue under this contract.

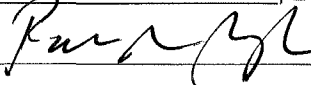
Approved as to form:


Finance Director


City Attorney

Signed this 11th day of July, 2018


Witness

 11 July 2018
Mayor Date


Witness

 7-5-2018
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we FAHRNER ASPHALT SEALERS, L.L.C. as principal, and Western Surety Company Company of South Dakota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINETY-FIVE THOUSAND ONE HUNDRED SIXTY-THREE AND 90/100 (\$95,163.90) 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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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.

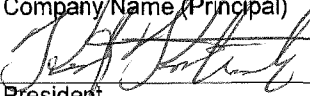
Signed and sealed this 20th day of June, 2018

Countersigned:



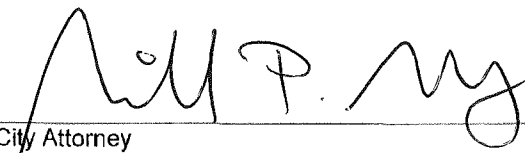
Witness


Secretary

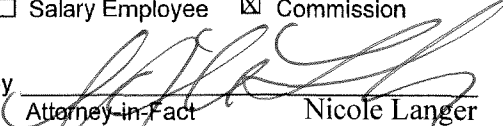
FAHRNER ASPHALT SEALERS, L.L.C.
Company Name (Principal) **"NO CORPORATE SEAL ADOPTED"**


President Seal

Approved as to form:



City Attorney

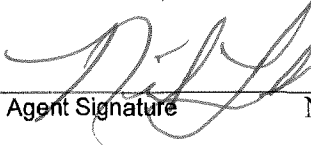
Western Surety Company
Surety Seal
 Salary Employee Commission
By 

Attorney-in-Fact Nicole Langer

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2538830 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 20, 2018

Date



Agent Signature Nicole Langer

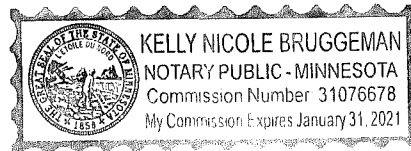
Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 20th day of June 2018, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Laurie Pflug, Jill N. Swanson, Brian D. Carpenter, Jessica Hoff, Heather R. Goedtel, Nicole Langer, Craig Olmstead, Kelly Bruggeman, Michelle Halter, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of February, 2018.



WESTERN SURETY COMPANY

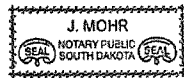
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of June, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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