

Contract Routing Form

ROUTING: Urgent Rush

printed on: 05/06/2019

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

Project: Chip Sealing 2019 - North

Contract No.: 8308
Enactment No.: RES-19-00335
Dollar Amount: 922,028.90

File No.: 55325
Enactment Date: 05/06/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-7-2019	5-7-2019
Director of Civil Rights	5/7/19	5-9-19 ^{FS}
Risk Manager	5-9-19	5-9-19 <i>mc</i>
Finance Director	5-9-19	5/10/19 <i>mc</i>
City Attorney	522 5-10-19	5/10/19 <i>PAE</i>
Mayor	5.13.19	5.13.19

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

Original + 2 Copies

05/06/2019 15:40:42 enjls - Steve Sonntag 267-1997

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 922,028
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dwp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 55325 **Version:** 1 **Name:** Awarding Public Works Contract No. 8308, Chip Sealing 2019 - North.

Type: Resolution **Status:** Passed

File created: 4/8/2019 **In control:** Engineering Division

On agenda: 4/30/2019 **Final action:** 4/30/2019

Enactment date: 5/6/2019 **Enactment #:** RES-19-00335

Title: Awarding Public Works Contract No. 8308, Chip Sealing 2019 - North. (18th & 19th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8308.pdf

Date	Ver.	Action By	Action	Result
4/30/2019	1	COMMON COUNCIL		
4/17/2019	1	BOARD OF PUBLIC WORKS		
4/9/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the annual chip sealing of roads in 2019 for areas in aldermanic districts 18 and 19 for a total cost of \$949,690. Funding for the work is provided by GO Borrowing authorized within the Pavement Management capital program for Engineering Major Streets in the adopted 2019 capital budget.

MUNIS:
11878

Awarding Public Works Contract No. 8308, Chip Sealing 2019 - North. (18th & 19th AD)
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 bidder 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. 8308) for itemization of bids.

SOR

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8308
CHIP SEALING 2019 - NORTH

FAHRNER ASPHALT SEALERS, L.L.C.

\$922,028.90

Acct. No. 11878-402-200: 54410 (91396)	\$860,526.90
Contingency 3%±	<u>25,813.10</u>
Sub-Total	\$886,340.00

Acct. No. 44552-54250-00000 (91396)	\$61,502.00
Contingency 3%±	<u>1,848.00</u>
Sub-Total	\$63,350.00

GRAND TOTAL	<u>\$949,690.00</u>
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Jurisdiction: Wisconsin

Demographics

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

Address

Business Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States	Mailing Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States	Statutory Home Office Address 101 S REID ST SIOUX FALLS, SD 57103 United States	Main Administrative Office Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States
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Phone, Email, Website

Phone	Email	Website						
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Business Primary Phone</td> <td>(312) 822-5000</td> </tr> <tr> <td>Fax Phone</td> <td>(312) 260-4376</td> </tr> </tbody> </table>	Type	Number	Business Primary Phone	(312) 822-5000	Fax Phone	(312) 260-4376	No results found.	No results found.
Type	Number							
Business Primary Phone	(312) 822-5000							
Fax Phone	(312) 260-4376							

Company Type

Company Type: Property and Casually	Status Reason:	Status Date: 05/29/1942
Status: Active	Legacy State ID: 111843	
Effective Date: 05/29/1942	Approval Date:	File Date:
Issue Date: 05/29/1942	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show 10 entries Showing 1 to 4 of 2465 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
KYLE LANGE	10298595	10298595	Intermediary (Agent) Individual	Casualty	07/18/2012	02/22/2019	03/15/2020
SHERRY LANGE	7931323	7931323	Intermediary (Agent) Individual	Casualty	03/16/2012	02/22/2019	03/15/2020
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Casualty	07/29/2010	02/22/2019	03/15/2020
CRAIG VANDENLANGENBERG	6514260	6514260	Intermediary (Agent) Individual	Casualty	09/06/2005	02/22/2019	03/15/2020

Line Of Business

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity 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
Surety Insurance	Surety Insurance	05/29/1942

Contact

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

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date

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\$922,028.90
FILE

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

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CHIP SEALING 2019 - NORTH

CONTRACT NO. 8308

PROJECT NO. 11878

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 30, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CHIP SEALING 2019 - NORTH
CONTRACT NO. 8308**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: sms

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:	CHIP SEALING 2019 - NORTH
CONTRACT NO.:	8308
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	APRIL 5, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	APRIL 4, 2019
BID SUBMISSION (2:00 P.M.)	APRIL 11, 2019
BID OPEN (2:30 P.M.)	APRIL 11, 2019
PUBLISHED IN WSJ	MARCH 28 & APRIL 4, 2019

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 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). of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 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

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

CHIP SEALING 2019 - NORTH CONTRACT NO. 8308

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

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract consists street sweeping and cleaning of all loose material, vegetation and other objectionable material, the protection of inlets and castings and chip sealing. It is the Contractors responsibility to find locations to stockpile all required materials and dispose of all swept and waste material. The stockpiles may not be stored within the City of Madison's street right-of-way. **The street sweeping shall be the Contractor's responsibility. The City will no longer sweep after the Contractors first sweeping. This WILL require multiple sweepings to clean up ALL the loose aggregate.**

NO Chip sealing shall occur on Fridays unless approved by the Engineer. All streets shall be swept by Friday night at 7 pm each week.

Any street segment labeled with an **Asterisk (*)** on the proposal pages **shall** require pavement marking removal.

The Contractor shall be required to sweep ALL sealed streets and side streets where tracking may occur outside the limits of chip sealing. ALL loose aggregate left from the chip sealing application shall be the Contractors responsibility. This may require more than one sweeping. If sweeping becomes an issue, the Engineer may halt all sealing operations until the sweeping meets the Engineers satisfaction.

The Contractor shall supply the city with samples of the aggregate and emulsion for testing purposes prior to starting work. The Contract shall supply the material in a timely manner to allow the City to accomplish the testing before any work begins.

SECTION 104.6 DECREASED AND DELETED ITEMS

The City of Madison reserves the right to delete any street segment they deem necessary. Such deletion shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All traffic control shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit a schedule of work to the office of the City Traffic Engineer, a minimum of 48 hours prior to the start of work on this project.

Streets shall remain open to traffic at all times. This will require the use of properly equipped flag persons. On multi lane roadways, lane closures are permitted, using the traffic control as established by the MUTCD.

The Contractor may remove parking within the construction limits between the hours of 7:00 a.m. and 6:00 p.m. to facilitate construction on this project. Removal of parking between the hours of 6:00 p.m. and 7:00 a.m. is subject to approval City Traffic Engineering. The city will supply the contractor with the no parking signs. Please see the "Guideline for Temporary No Parking Restrictions for Construction or Special Events" contained in these special provisions.

If a street is posted with no parking signs and no work has occurred within 4 days of the posting. The Contractor **WILL** be required to remove the no parking posting, restore parking and repost the street for sealing at a later date.

The Contractor shall provide pedestrian access that is Handicap Accessible across each intersection at all times.

Access to adjacent properties shall be maintained at all times.

Peak hour restrictions shall apply for the below mentioned streets. Peak hours shall be defined as Monday through Friday between the hours of 7 A.M. and 9 A.M. and 3 P.M. to 6 P.M. Peak

The Contractor shall **only** chip seal one half of the street at a time and use arrow boards to direct traffic when Chip sealing due to bus traffic and traffic volume. The Contractor shall also have several flaggers available and on site when sealing the following streets to assist in the traffic control for the streets listed below:

Burning Wood Way
Chinook Ln.
Comanche Way
Delaware Blvd.
Green Ave.
Knutson Dr.
Manitowish Way
Northland Dr.
School Rd.
Troy Dr.
Wheeler Rd.

The Contractor shall maintain warning signs for "loose gravel" on ALL streets until the Contractor has swept the completed Chip Sealed Street.

SECTION 109.2 PROSECUTION OF WORK

Work shall begin only after the start work letter is received. The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

The contractor must consult the Engineer about the proposed schedule for the work to be done under this contract, to assure there will not be any conflicts with other city projects. Each time, work is resumed; the Contractor shall notify the Engineer at least seventy-two (72) hours in advance of beginning work. During periods of work, the Contractor shall provide the Engineer a schedule of the work such that the Engineer is able to inspect the daily progress of the contract, and allow the Engineer to alter the contractors schedule to avoid potential conflicts with other city projects.

SECTION 109.7 **TIME OF COMPLETION**

The Contractor shall complete all work specified in this contract on or before **JULY 31, 2019.**

SECTION 109.9 **LIQUIDATED DAMAGES**

Liquidated damages shall be assessed in accordance with the City of Madison standard specifications.

Additional liquidated damages shall be assessed to the Contractor if the inlet protection is not removed within 7 days of the final sweeping. For every day after the 7 days the inlet protection is not removed the Contractor shall be assessed \$100 in liquidated damages per inlet per day that the inlet protection is not removed.

Additional liquidated damages shall be assessed to the Contractor for each street that is not swept within 2 days (48 hours) of chip sealing the street. For every day after the 2 days (48 hours) each street is not swept in accordance with these specifications, the Contractor shall be assessed \$250 in liquidated damages per street per day.

BID ITEM 21041 **INLET PROTECTION, TYPE D – COMPLETE (UNDISTRIBUTED)**

DESCRIPTION

This item is undistributed and may or may not be used. It is intended for use at low points of the road when the chip sealing may occur with rain in the forecast. The Engineer will notify the Contractor where and when; Type D inlet protection should be installed.

Work under this item shall include all work, materials, labor and incidentals necessary for installing, maintaining, and removing the Inlet Protection Type D device.

The Contractor shall be responsible at a minimum to inspect weekly and within 24 hours after every precipitation event that produces 0.5 inches of rain or more during a 24-hour period. The Contractor shall remove sediment deposits, dispose of sediment, and restore device to its original dimension after accumulation of sediment is between one-third (1/3) to one-half (1/2) the design depth of the device. The contractor shall replace a non-operating device with a new device that will be considered incidental. The Contractor shall take care to ensure sediment does not fall within the inlet. If sediment does fall within the inlet, the Contractor shall be responsible for removing and disposing of the sediment.

METHOD OF MEASUREMENT

Inlet Protection, Type D - Complete shall be measured as each acceptably completed and approved by the Construction Engineer.

BASIS OF PAYMENT

Inlet Protection, Type D - Complete shall be measured as described above which shall be full compensation for all work, materials, and incidentals to complete the work as described above.

SECTION 408.1 **MATERIALS FOR PAVEMENT CHIP SEALING**

The aggregate for the Chip Seal shall be Class A, Granite, and shall be grey in color or an approved equivalent. The gradation for the material shall conform to the following requirements:

SIEVE SIZE	PERCENT(%) PASSING BY WEIGHT	TOLERANCE %
1/2 inch(12.5 mm)	100	----
3/8 inch(9.5 mm)	100	± 5
1/4 inch(6.3 mm)	100	± 7
No. 4(4.75 mm)	0 - 100	± 7
No. 8(2.36 mm)	0 - 40	± 4
No.16(1.18 mm)	0 - 10	± 4
No. 50(300 µm)	0 - 5	± 4
No. 100(150 µm)	----	± 4
No. 200(75 µm)	0.0 – 1.0	----

Chip Sealing and Seal Coat are considered to be one and the same for these special provisions. The Chip Seal shall conform to Section 475 "Seal Coat" of the "Standard Specifications for Highway and Structure Construction" prepared by the State of Wisconsin Department of Transportation and these special provisions herein set forth shall govern this construction.

The asphaltic material for the Chip Seal shall be CRS-2P; Polymer modified, and be applied at a rate of 0.30-0.32 gallons per square yard. This asphaltic material shall be rapid set emulsion that has elastic properties and shall comply with AASHTO M316.

The temperature of the Asphaltic Emulsion at the time of application shall not be less than 150 degrees Fahrenheit or more than 180 degrees Fahrenheit.

The aggregate for the Chip Seal shall be Class A, Granite, and shall be grey in color or an approved equivalent. The Gradation for the material shall conform to the following requirements:

The Contractor will be required to supply a sample to the Engineer prior to the start of work. The Contractor shall also submit written verification from their Supplier that the asphalt emulsion and aggregate properly bond. Should there be any discrepancies in the field; the Contractor shall be responsible for all costs associated with repairs. The application rates for the screenings and Asphaltic Emulsion shall be within the range specified in the following table.

	SCREENING (LB/S.Y.)	ASPHALTIC EMULSION (GAL. /S.Y.)
Single Chip Seal	20 TO 22	0.30-0.32

SECTION 408.2 PERSONNEL

The Contractor's personnel shall be experienced in Chip Sealing work and shall be knowledgeable regarding the material and equipment to be used for Chip Sealing.

SECTION 408.3 EQUIPMENT

The Contractor shall furnish all equipment necessary, but not be limited to the equipment specified in Section 475.3.2 of the WISDOT Standard Specifications.

The second paragraph of the WISDOT Standard Specifications, Section 475.3.5 "Applying and Rolling Seal Coat Aggregate" is amended to read as follows:

The Contractor shall furnish a minimum of two (2) pneumatic-tired rollers.

The initial rolling shall consist of one (1) complete coverage performed with a pneumatic-tired roller and shall begin immediately behind the spreader. Binder and screenings shall not be spread more than 500 feet ahead of completion of the initial rolling operations. Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be sufficient to adequately seat the screenings and in no case shall be less than two (2) complete coverages.

The Contractor shall sweep the completed Chip Sealed streets within FORTY-EIGHT (48) hours after the second rolling or after the Chip Sealing is set whichever is sooner.

SECTION 408.4 PREPARATION OF THE SURFACE AND PROTECTION

Immediately before applying the Asphaltic Emulsion, the Contractor shall be responsible for removing all loose material, silt, clay, vegetation in the street and edge of gutter and other objectionable materials from the street with a power broom, street sweeper, edger or other approved method. **The Contractor shall install reflective tabs on the streets that have pavement marking prior to sealing streets. The tabs shall be installed on the existing pavement marking to notify the traffic of the lane delineations after the street has been sealed.**

Prior to Chip Sealing the Contractor shall protect all inlets contained within the Chip Sealing area and downstream inlets in accordance with Article 210 – EROSION CONTROL of the City of Madison's Standard Specifications and the WDNR Conservation Practice Standards, or as determined necessary by the Construction Engineer. WDNR Conservation Practice Standards referenced in these Standard Specifications are available on-line at http://dnr.wi.gov/topic/stormwater/standards/const_standards.html. Inlet protection shall be installed per WDNR Conservation Practice 1060 - Storm Drain Inlet Protection TYPE C for Construction Sites available on-line at http://dnr.wi.gov/topic/stormWater/documents/StormDrainInletProtectionConstructionSites_1060.pdf

It shall be the Contractors responsibility to locate and protect all utility castings including but not limited to sewer access structures, water valves, inlets, and catchbasins within the street or streets to be chip sealed prior to starting work and protect these castings so that **ABSOLUTELY NO ASPHALTIC EMULSION** will be applied. If castings are covered by chip sealing the Contractor will be responsible to clean and or replace the all the castings at their own expense, as required by the City Engineer. No work shall begin until all utility castings are protected. No work shall begin until all Traffic Control is in place as required in Section 107.7.

All inlet protection shall remain in place until the streets are swept to the satisfaction of the Engineer. Please note that BID ITEM 21041 INLET PROTECTION, TYPE D - COMPLETE is undistributed and may or may not be used. All other inlet protection is considered incidental to lump sum bid of chip sealing.

Section 408.5 Method of Measurement

The Contractor shall bid each Street segment in the contract individually; based on the price to properly Chip Seal the street segment according to the conditions provided in this contract. Each segment will be bid as a "lump sum" price. It is the Contractors responsibility to review each street segment and verify the area to be chip sealed.

Section 408.6 Basis of Payment

Chip Sealing will be paid for at the Contractors bid price per street segment. Which price shall be full compensation for furnishing; heating, unloading, hauling, and for applying the Chip Sealing material; for the cleaning of the streets, installing reflective tabs, applying the Asphalt Emulsion and Chips, Rolling, street sweeping; for locating stockpile locations and disposal of all waste material, for the protection of inlets and utility casting; and for all labor, tools, equipment, and incidental necessary to complete the work as provided in the contract.

ARTICLE 608 PAVEMENT MARKINGS

The streets listed below shall require REMOVAL OF ONLY THE SKIP LINES. Removal of the lines shall be measured by the linear foot removed.

N. Sherman Ave.

Troy Dr.

Wheeler Rd.

Westport Rd.

Epoxy pavement markings will be required as described in the pavement marking plans included in this contract.



Madison Police Department
Parking Enforcement
Phone: (608) 266-4622
www.cityofmadison.com/police



City of Madison Parking Utility
215 Martin Luther King Blvd, Suite 100
Madison, WI 53703
Phone: (608) 266-4761
www.cityofmadison.com/parking

Posting for Temporary Parking Restrictions

Instructions

1. Partial & full block postings: signs every 50-60 feet.
Single address postings: signs at the boundaries of your property.
2. Signs **must** be 3-4 feet off the ground, facing oncoming traffic, and perpendicular to the street.
3. Signs should be placed within 3 feet of the curb.
4. **Call (608) 266-4622** (Monday - Friday before 3pm) for signs to be checked.
Signs must be approved 48 hours in advance before enforcement can be taken.
5. Changes to your No Parking signs (dates) **must be updated through Parking Utility** and the signs will need to be rechecked.
6. You are responsible for removing your temporary posting signs and uncovering any signs that were covered.



Things to Remember

1. Signs may not be attached to trees or electrical poles & cannot be blocked by trees, bushes, poles, etc.
2. **Signs must be securely fastened** to the stake & secure in the ground.

Who to Call for Enforcement

If a vehicle is parked in your approved posted area, **contact dispatch at (608) 266-4275.**



City of Madison



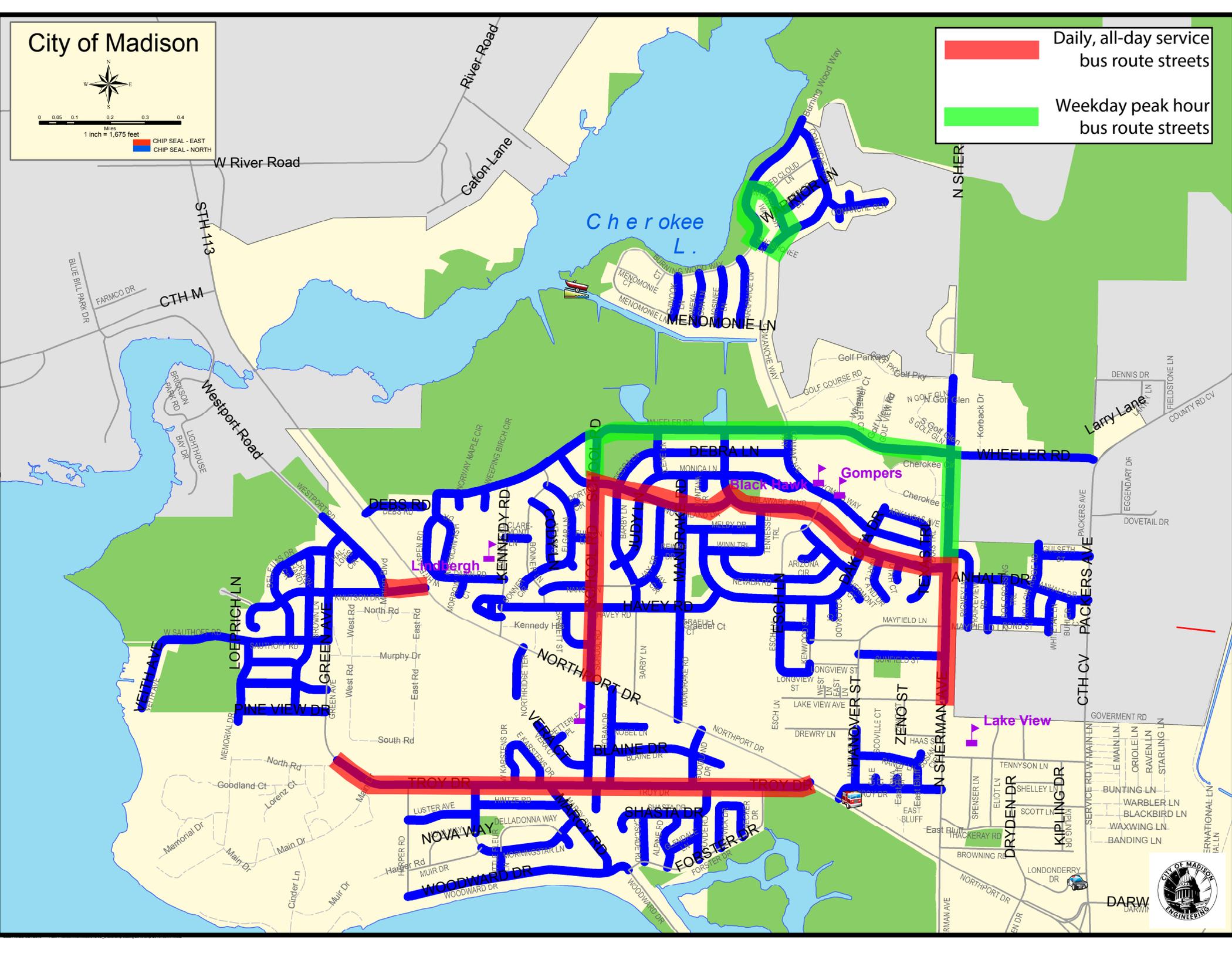
0 0.05 0.1 0.2 0.3 0.4
Miles

1 inch = 1,675 feet

CHIP SEAL - EAST
CHIP SEAL - NORTH

 Daily, all-day service bus route streets

 Weekday peak hour bus route streets



DARW

SCALE 1" = 60'

PRIVATE STREET
 CHEROKEE CIR

N SHERMAN AVE

Callout	Bid Item	Description
1	60800	Pavement Marking Epoxy, 4-Inch, Solid White
2	60801	Pavement Marking Epoxy, 4-Inch Double Yellow
3	60802	Pavement Marking Epoxy, 6-Inch Solid White
4	60802	Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap)
5	60802	Pavement Marking Epoxy, 6-Inch Yellow Skips (10' Line, 30' Gap)
6	60802	Pavement Marking Epoxy, 6-Inch White Skips, (2' Line, 6' Gap)
7	60803	Pavement Marking Epoxy, 8-Inch Solid White
8	60812	Pavement Marking Epoxy, 6-Inch White, Crosswalk
9	60815	Pavement Marking Epoxy, Continental Crosswalk, 18-Inch
10	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
11	60822	Pavement Marking Epoxy, Symbol, Bike Sharrow
12	60823	Pavement Marking Epoxy, Symbol, Bike Lane

SEE ALSO
 PAGE
 CHIP SEAL 2019 - NORTH
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WHEELER RD

MATCH LINE
 WHEELER RD

PRIVATE STREET
 S GOLF GLEN

N SHERMAN AVE

PRIVATE STREET
 N GOLF GLEN

PRIVATE STREET
 GOLF PKY

N SHERMAN AVE

MATCH LINE
 SHE - 5

MATCH LINE
 SHE - 3

MATCH LINE
 SHE - 4

MATCH LINE
 SHE - 4

MATCH LINE
 WHEELER RD

MATCH LINE
 SHE - 5

PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

SCALE 1" = 60'

Callout	Bid Item	Description
1	60800	Pavement Marking Epoxy, 4-Inch, Solid White
2	60801	Pavement Marking Epoxy, 4-Inch Double Yellow
3	60802	Pavement Marking Epoxy, 6-Inch Solid White
4	60802	Pavement Marking Epoxy, 6-Inch White Skips, (10' Line, 30' Gap)
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10	60818	Pavement Marking Epoxy, 24-Inch White, Stop Line
11	60822	Pavement Marking Epoxy, Symbol, Bike Sharrow
12	60823	Pavement Marking Epoxy, Symbol, Bike Lane

WHEELER RD

WHEELER RD

SCHOOL RD

WHEELER RD

WHEELER RD

BS

DELAWARE BLVD

SEE ALSO
CHIP SEAL 2019 - NORTH
DELAWARE BLVD
PAGE M-6

MATCH LINE
WHE - 1

MATCH LINE
WHE - 2

MATCH LINE
WHE - 3

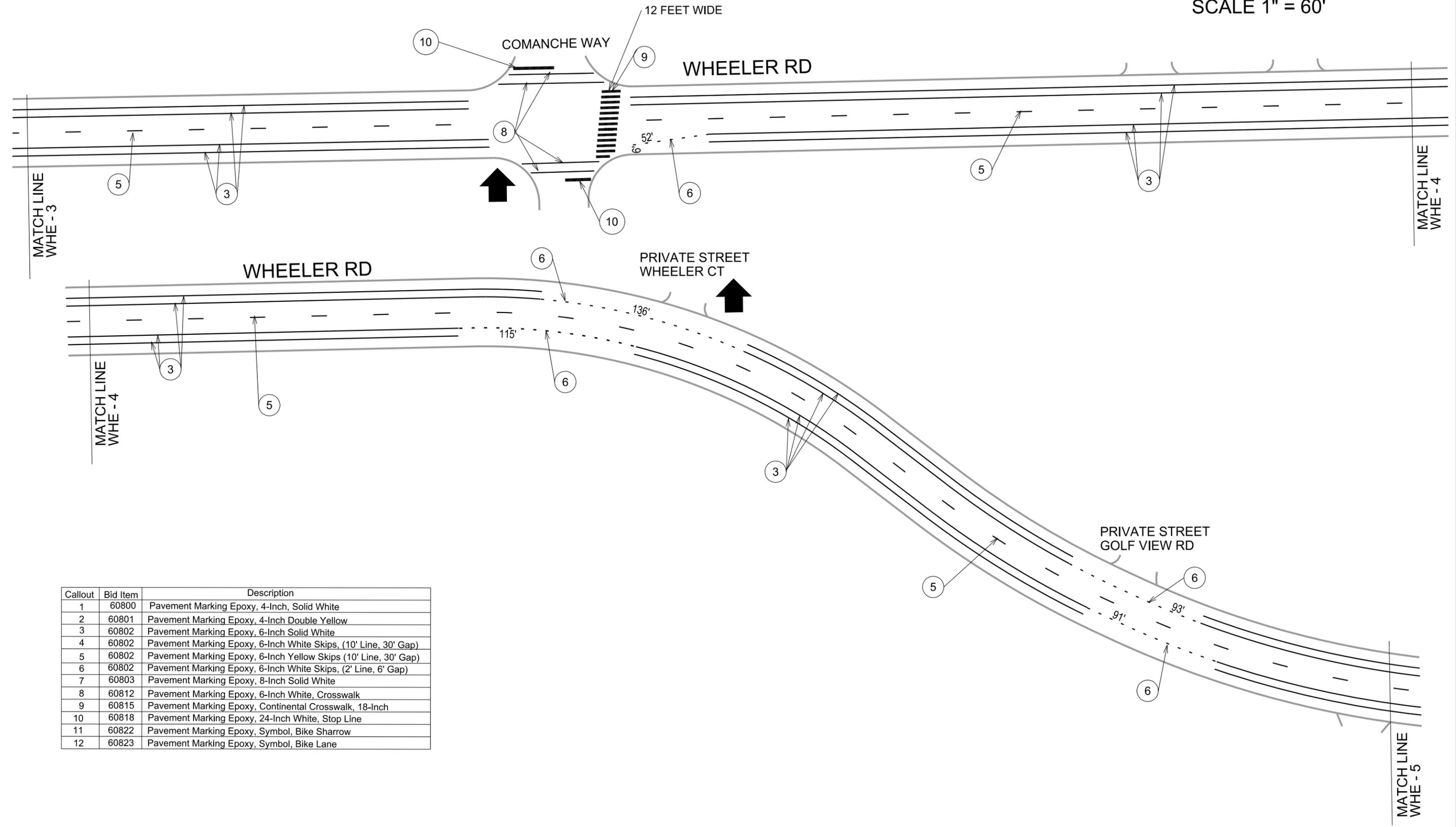
PLOT SCALE:

PLOT NAME:

REV. DATE:

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PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

SCALE 1" = 60'

WHEELER RD

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1	60800	Pavement Marking Epoxy, 4-Inch, Solid White
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12	60823	Pavement Marking Epoxy, Symbol, Bike Lane

N SHERMAN AVE

WHEELER RD

WHEELER RD

WHEELER RD

PACKERS AVE

MATCH LINE
WHE - 5

MATCH LINE
WHE - 6

MATCH LINE
WHE - 6

MATCH LINE
WHE - 7

MATCH LINE
WHE - 7

MATCH LINE
WHE -

SEE ALSO
CHIP SEAL 2019 - NORTH
N SHERMAN AVE
PAGE M-2

PLOT SCALE:

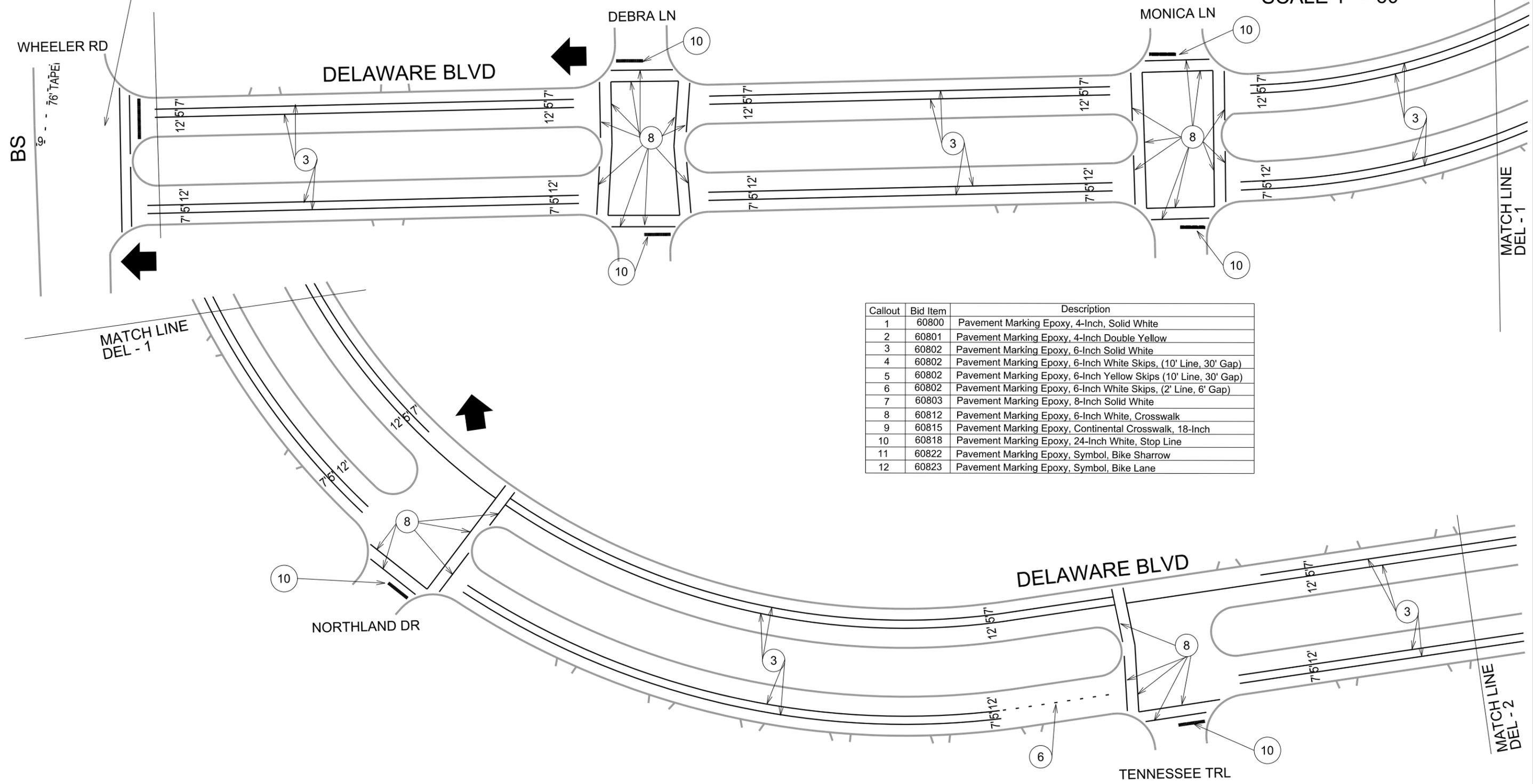
PLOT NAME:

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SEE ALSO
 CHIP SEAL 2019 - NORTH
 WHEELER RD
 PAGE M-3

SCALE 1" = 60'



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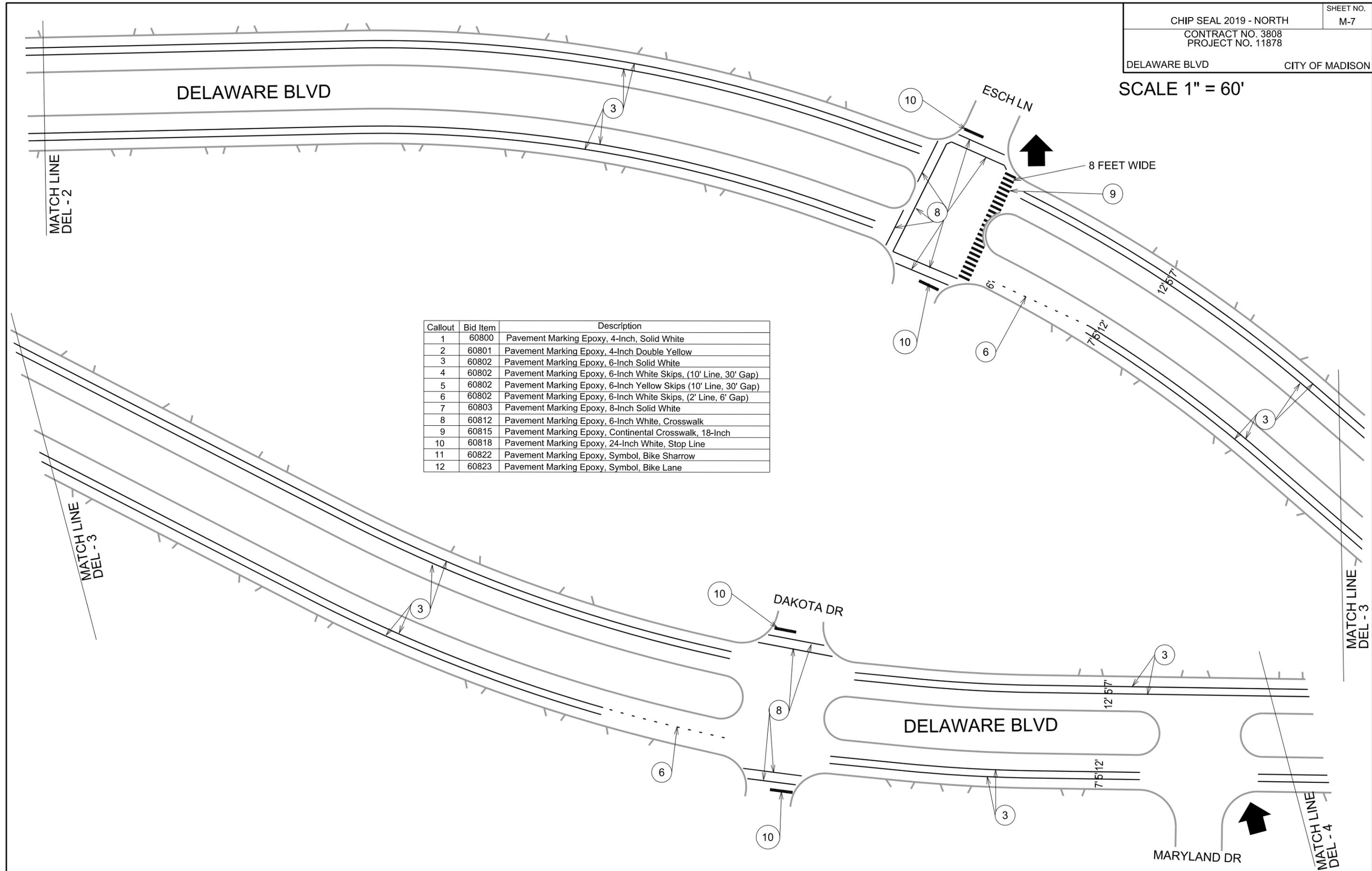
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ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

SCALE 1" = 60'

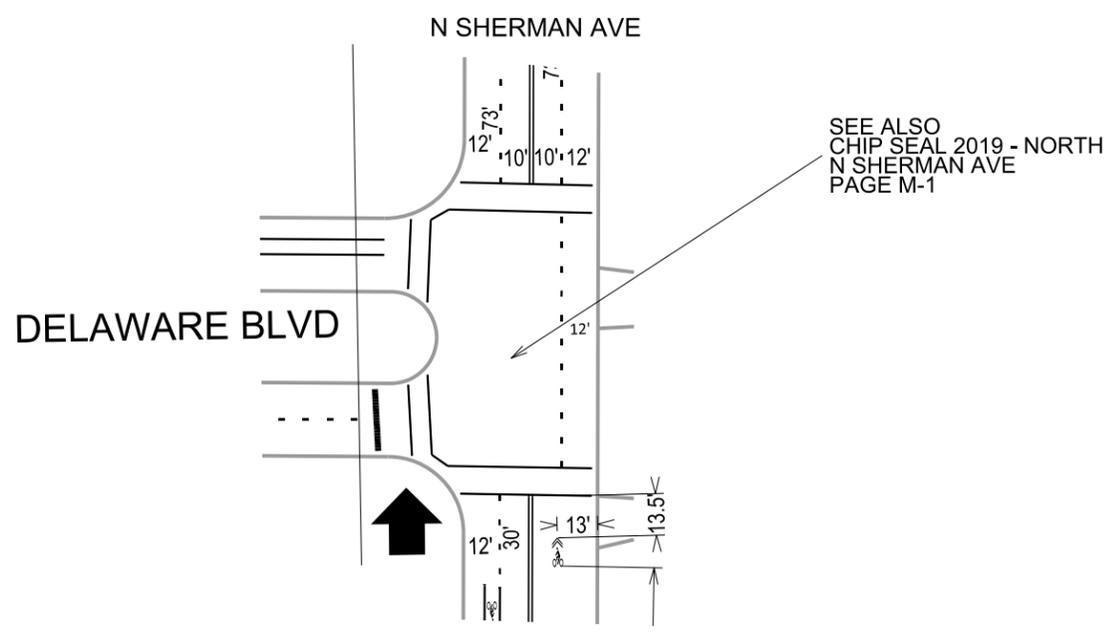
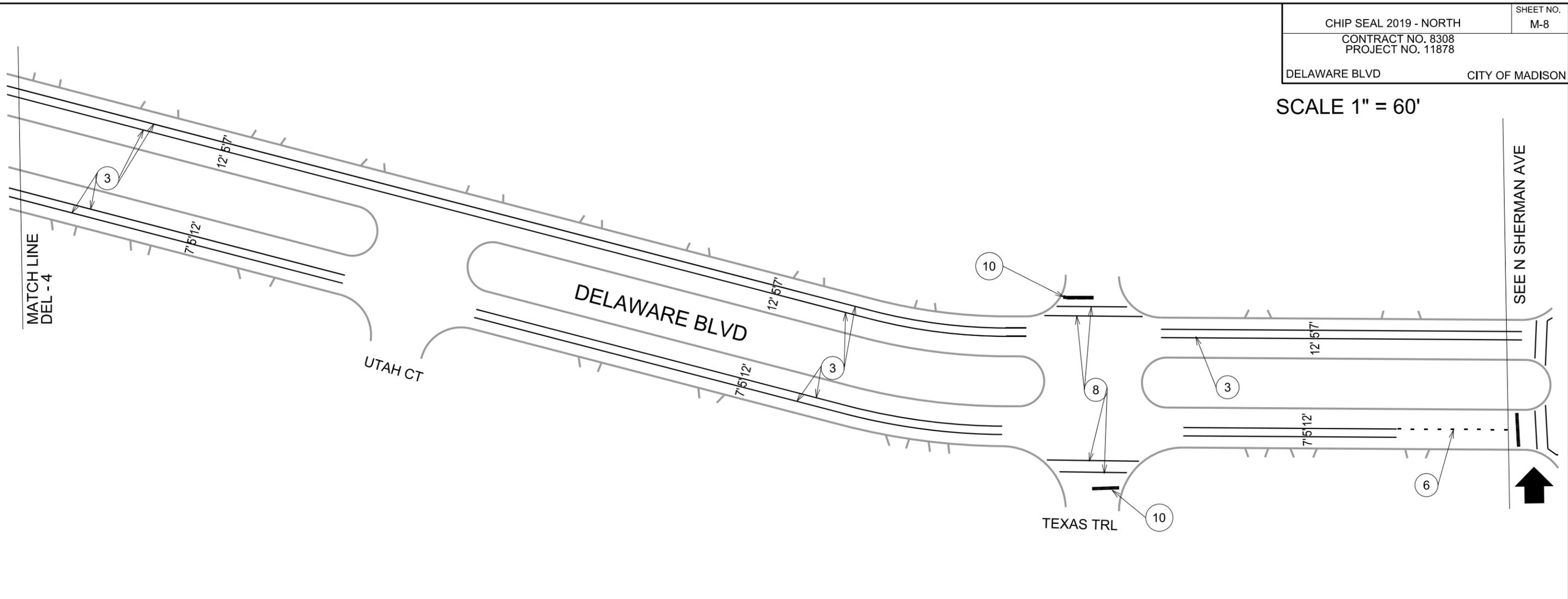
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PLOT SCALE:
 PLOT NAME:
 REV. DATE:
 ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

SCALE 1" = 60'

PLOT SCALE:
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SECTION E: BIDDERS ACKNOWLEDGEMENT

**CHIP SEALING 2019 - NORTH
CONTRACT NO. 8308**

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 - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of 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.

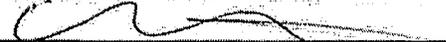


SIGNATURE Jim Rozumialski

Vice President, Waunakee

TITLE, IF ANY

Sworn and subscribed to before me this
10th day of April, 2019



(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 8308 – Fahrner Asphalt Sealers, L.L.C.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

Chip sealing general laborers

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

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

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

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

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

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

CHIP SEALING 2019 - NORTH
CONTRACT NO. 8308

Small Business Enterprise Compliance Report

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

Cover Sheet

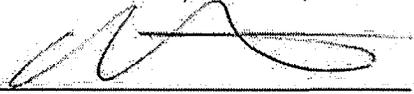
Prime Bidder Information

Company: Fahrner Asphalt Sealers, LLC
Address: 316 Raemisch Road, Waunakee, WI 53597
Telephone Number: 608-849-6466 Fax Number: 608-849-6470
Contact Person/Title: Jim Rozumialski, Vice President - Waunakee

Prime Bidder Certification

I, Jim Rozumialski Vice President, Waunakee of
Name Title
Fahrner Asphalt Sealers, LLC 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

April 11, 2019
Date

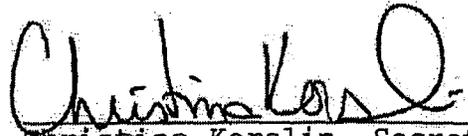
CERTIFIED RESOLUTION

The undersigned, being the duly elected and acting Secretary of Fahrner Asphalt Sealers, L.L.C. (the "Company"), hereby certifies that the following resolution was unanimously adopted and passed at a meeting of the directors of the Company pursuant to the provisions of Section 183.0404 of the Wisconsin Statutes and that the resolution is now in full force and effect:

RESOLVED, that any one of the following named persons be and they are hereby authorized for and on behalf of the Company to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by the Company or for the purchase of materials or property on behalf of the Company:

<u>Name</u>	<u>Title</u>
Kent Kutnink	President and Treasurer
Jeffrey Schuh	Vice President
Thomas D. Johndro	Vice President
Christina Korslin	Secretary
Greg Kolodziej	Assistant Secretary
James Rozumialski	

Dated this 22nd day of May, 2014.


Christina Korslin, Secretary

CERTIFIED RESOLUTIONS

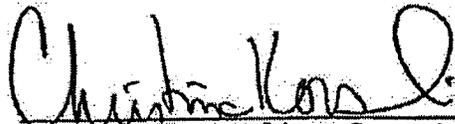
The undersigned, being the duly elected and acting Secretary of Fahrner Asphalt Sealers, L.L.C. (the "Company"), hereby certifies that the following resolutions were unanimously adopted and passed at a meeting of the directors of the Company pursuant to the provisions of Section 183.0404 of the Wisconsin Statutes and that the resolutions are now in full force and effect:

RESOLVED, that effective December 8, 2014, Greg Kolodziej is hereby removed as Assistant Secretary of the Company effective as of the date hereof.

RESOLVED, that effective December 8, 2014, Kevin Kruckow is hereby appointed as Vice President of the Company to serve in that capacity until his successor has been appointed.

FURTHER RESOLVED, that Kevin Kruckow is hereby authorized for and on behalf of the Company to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by the Company or for the purchase of materials or property on behalf of the Company.

Dated this 5th day of December, 2014.



Christina Korslin, Secretary

Fahrner Asphalt Sealers, L.L.C.

Pursuant to Section 183.0404 of the Wisconsin Statutes, the undersigned, being all of the Directors of Fahrner Asphalt Sealers, L.L.C., a Wisconsin limited liability company (the "Company"), hereby consent to the following actions in lieu of a special meeting of the Board of Directors, with the express intention that the actions have the same effect as though adopted by vote at such a special meeting.

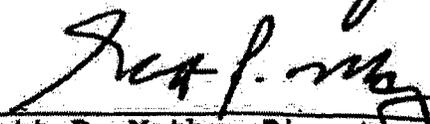
RESOLVED, that effective December 8, 2014, Greg Kolodziej is hereby removed as Assistant Secretary of the Company effective as of the date hereof.

RESOLVED, that effective December 8, 2014, Kevin Kruckow is hereby appointed as Vice President of the Company to serve in that capacity until his successor has been appointed.

FURTHER RESOLVED, that Kevin Kruckow is hereby authorized for and on behalf of the Company to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by the Company or for the purchase of materials or property on behalf of the Company.

Dated this 5th day of December, 2014.


Steven C. Mathy, Director


Scott P. Mathy, Director

CERTIFIED RESOLUTIONS

The undersigned, being the duly elected and acting Secretary of Fahrner Asphalt Sealers, L.L.C. (the "Company"), hereby certifies that the following resolutions were unanimously adopted and passed at a meeting of the directors of the Company pursuant to the provisions of Section 183.0404 of the Wisconsin Statutes and that the resolutions are now in full force and effect:

RESOLVED, that Troy Carlson is hereby appointed as Vice President of the Company to serve in that capacity until his successor has been appointed.

RESOLVED, that Tyler Cass is hereby appointed as Assistant Secretary of the Company to serve in that capacity until his successor has been appointed.

FURTHER RESOLVED, that Troy Carlson and Tyler Cass are hereby authorized for and on behalf of the Company to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by the Company or for the purchase of materials or property on behalf of the Company.

Dated this 24th day of May, 2017.


Christina Korslin, Secretary

**RESOLUTIONS OF THE
BOARD OF DIRECTORS OF
FAHRNER ASPHALT SEALERS, L.L.C.**

Pursuant to Section 183.0404 of the Wisconsin Statutes, the undersigned, being all of the Directors of Fahrner Asphalt Sealers, L.L.C., a Wisconsin limited liability company (the "Company"), hereby consent to the following actions in lieu of a special meeting of the Board of Directors, with the express intention that the actions have the same effect as though adopted by vote at such a special meeting.

RESOLVED, that Troy Carlson is hereby appointed as Vice President of the Company to serve in that capacity until his successor has been appointed.

RESOLVED, that Tyler Cass is hereby appointed as Assistant Secretary of the Company to serve in that capacity until his successor has been appointed.

FURTHER RESOLVED, that Troy Carlson and Tyler Cass are hereby authorized for and on behalf of the Company to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by the Company or for the purchase of materials or property on behalf of the Company.

Dated this 24th day of May, 2017.



Steven C. Mathy, Director



Scott P. Mathy, Director

CHIP SEALING 2019 - NORTH

CONTRACT NO. 8308

DATE: 4/11/19

Fahrner Asphalt Sealers,
L.L.C.

Item	Quantity	Price	Extension
Section B: Proposal Page			
1 - ALPINE RD:FORSTER DR-SHASTA DR - LUMP SUM	1.00	\$4,478.00	\$4,478.00
2 - AMERICAN ASH DR:DAPIN RD-WHEELER RD - LUMP SUM	1.00	\$6,705.00	\$6,705.00
3 - ANHALT DR:RIGNEY LN-PACKERS AVE - LUMP SUM	1.00	\$9,110.00	\$9,110.00
4 - ARAPAHOE LN:MENOMONIE LN-BURNING WOOD WAY - LUMP SUM	1.00	\$5,016.00	\$5,016.00
5 - ARIZONA CIR:ARIZONA PASS-368 FT SE OF ARIZONA PASS - LUMP SUM	1.00	\$2,237.00	\$2,237.00
6 - ARIZONA PASS:ESCH LN-DAKOTA DR - LUMP SUM	1.00	\$4,810.00	\$4,810.00
7 - ARKANSAS AVE:DAKOTA DR-TEXAS TRL - LUMP SUM	1.00	\$3,326.00	\$3,326.00
8 - BADEAU CIR:MORNINGSTAR LN-S END - LUMP SUM	1.00	\$1,420.00	\$1,420.00
9 - BARBY LN:HAVEY RD-NORTHLAND DR - LUMP SUM	1.00	\$9,442.00	\$9,442.00
10 - BARNETT ST:HAVEY RD-SCHOOL RD - LUMP SUM	1.00	\$4,145.00	\$4,145.00
11 - BECKER DR:FORSTER DR-NOVICK DR - LUMP SUM	1.00	\$2,209.00	\$2,209.00
12 - BEILFUSS DR:KNUTSON DR-GREEN AVE - LUMP SUM	1.00	\$6,807.00	\$6,807.00
13 - BLAINE DR:SCHOOL RD-E END - LUMP SUM	1.00	\$11,092.00	\$11,092.00
14 - BONNER CIR:BONNER LN-186 FT SW OF BONNER LN - LUMP SUM	1.00	\$1,316.00	\$1,316.00
15 - BRIAR CREST ST:MEADOW VALLEY DR-BROWN LN - LUMP SUM	1.00	\$3,736.00	\$3,736.00
16 - BROWN LN:PINE VIEW DR-BEILFUSS DR - LUMP SUM	1.00	\$12,129.00	\$12,129.00
17 - BUHLER CT:ANHALT DR-299 FT S OF ANHALT DR - LUMP SUM	1.00	\$1,563.00	\$1,563.00
18 - BURNING WOOD WAY:SHOSHONEE LN-160 FT N OF COMANCHE WAY - LUMP SUM	1.00	\$11,397.00	\$11,397.00
19 - CAMINO DEL SOL:TROY DR-356 FT S OF TROY DR - LUMP SUM	1.00	\$2,316.00	\$2,316.00
20 - CASCADE RD:FORSTER DR-SHASTA DR - LUMP SUM	1.00	\$3,185.00	\$3,185.00
21 - CHINOOK LN:MENOMONIE LN-BURNING WOOD WAY - LUMP SUM	1.00	\$2,994.00	\$2,994.00
22 - CLAREMONT LN:KENNEDY RD-BONNER LN - LUMP SUM	1.00	\$1,459.00	\$1,459.00
23 - CODY LN:ELGAR LN-BONNER LN - LUMP SUM	1.00	\$5,961.00	\$5,961.00
24 - COLORADO CT:IOWA DR-S END - LUMP SUM	1.00	\$1,931.00	\$1,931.00
25 - COMANCHE GLN:COMANCHE WY-E END - LUMP SUM	1.00	\$5,052.00	\$5,052.00
26 - COMANCHE GLN:COMANCHE GLN-S END - LUMP SUM	1.00	\$1,265.00	\$1,265.00
27 - COMANCHE GLN:COMANCHE GLN-N END - LUMP SUM	1.00	\$1,420.00	\$1,420.00
28 - COMANCHE WAY:MONICA LN-WHEELER RD - LUMP SUM	1.00	\$4,094.00	\$4,094.00
29 - COMANCHE WAY:SHOSHONEE LN-BURNING WOOD WAY - LUMP SUM	1.00	\$12,104.00	\$12,104.00
30 - CORDELIA CRESCENT:KENNEDY RD-MOOSE TRAIL - LUMP SUM	1.00	\$2,318.00	\$2,318.00
31 - CROWNHARDT CIR:BEILFUSS DR-154 FT SE OF BEILFUSS DR - LUMP SUM	1.00	\$1,265.00	\$1,265.00
32 - DAKOTA DR:COLORADO CT-N END - LUMP SUM	1.00	\$6,192.00	\$6,192.00
33 - DAPIN RD:AMERICAN ASH DR-KENNEDY RD - LUMP SUM	1.00	\$4,810.00	\$4,810.00
34 - DEBRA LN:NORTHLAND DR-COMANCHE WAY - LUMP SUM	1.00	\$13,792.00	\$13,792.00
35 - DEBS RD:NORTHPORT DR-887 FT E OF NORTHPORT DR - LUMP SUM	1.00	\$4,058.00	\$4,058.00
36 - DELAWARE BLVD:N SHERMAN AVE-WHEELER RD - LUMP SUM	1.00	\$35,933.00	\$35,933.00
37 - DOE CROSSING TRL:POND ST-ANHALT DR - LUMP SUM	1.00	\$2,968.00	\$2,968.00
38 - DORTON CIR:ELGAR LN-124 FT E OF ELGAR LN - LUMP SUM	1.00	\$906.00	\$906.00
39 - E KARSTENS DR:TROY DR-W KARSTENS DR - LUMP SUM	1.00	\$3,481.00	\$3,481.00
40 - ELGAR CIR:ELGAR LN-113 FT SE OF ELGAR LN - LUMP SUM	1.00	\$959.00	\$959.00
41 - ELGAR LN:BONNER LN-BONNER LN - LUMP SUM	1.00	\$9,520.00	\$9,520.00
42 - ESCH LN:LONGVIEW ST-NEVADA RD - LUMP SUM	1.00	\$7,195.00	\$7,195.00

CHIP SEALING 2019 - NORTH

CONTRACT NO. 8308

DATE: 4/11/19

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

Item	Quantity	Price	Extension
43 - FULTON LN:ELGAR LN-SCHOOL RD - LUMP SUM	1.00	\$1,566.00	\$1,566.00
44 - GALE CT:TROY DR-END - LUMP SUM	1.00	\$1,184.00	\$1,184.00
45 - GINA CT:TROY DR-END - LUMP SUM	1.00	\$1,184.00	\$1,184.00
46 - GLENDALE LN:ALPINE RD-HOVDE RD - LUMP SUM	1.00	\$2,431.00	\$2,431.00
47 - GOODLAND DR:TROY DR-NORTHPORT DR - LUMP SUM	1.00	\$3,966.00	\$3,966.00
48 - GREEN AVE:SAUTHOFF RD-WESTPORT RD - LUMP SUM	1.00	\$8,495.00	\$8,495.00
49 - GULSETH ST:HOLLOW RIDGE DRIVE-PACKERS AVE - LUMP SUM	1.00	\$3,639.00	\$3,639.00
50 - HALLOWS CIR:WESTPORT RD-S END - LUMP SUM	1.00	\$1,469.00	\$1,469.00
51 - HANOVER ST:TROY DR-DREWRY LN - LUMP SUM	1.00	\$4,877.00	\$4,877.00
52 - HAVEY RD:KENNEDY RD-NORTHVIEW DR - LUMP SUM	1.00	\$19,477.00	\$19,477.00
53 - HEFFERNAN DR:SAUTHOFF RD-KNUTSON DR - LUMP SUM	1.00	\$3,071.00	\$3,071.00
54 - HINTZE RD:LERDAHL RD-MARCY RD - LUMP SUM	1.00	\$6,652.00	\$6,652.00
55 - HOLLOW RIDGE RD:POND ST-162 FT N OF GULSETH ST - LUMP SUM	1.00	\$5,758.00	\$5,758.00
56 - HOVDE RD:FORSTER DR-TROY DR - LUMP SUM	1.00	\$6,126.00	\$6,126.00
57 - ILENE LN:MONICA LN-WHEELER RD - LUMP SUM	1.00	\$4,211.00	\$4,211.00
58 - IOWA DR:HAVEY RD-COLORADO CT - LUMP SUM	1.00	\$8,904.00	\$8,904.00
59 - JAY CIR:JAY DR-E END - LUMP SUM	1.00	\$1,182.00	\$1,182.00
60 - JAY DR:BARBY LN-NORTHLAND DR - LUMP SUM	1.00	\$7,042.00	\$7,042.00
61 - JUDY CIR:BARBY LN-W END - LUMP SUM	1.00	\$987.00	\$987.00
62 - JUDY LN:BARBY LN-NORTHLAND DR - LUMP SUM	1.00	\$5,271.00	\$5,271.00
63 - KENWOOD ST:MAYFIELD LN-IOWA DR - LUMP SUM	1.00	\$1,995.00	\$1,995.00
64 - KNUTSON DR:366 FT SE OF NO NAME CT-GREEN AVE - LUMP SUM	1.00	\$8,700.00	\$8,700.00
65 - LERDAHL RD:NOVA WAY-TROY DR - LUMP SUM	1.00	\$4,965.00	\$4,965.00
66 - LITTLE FLEUR LN:WOODWARD DR-MORNINGSTAR LN - LUMP SUM	1.00	\$1,920.00	\$1,920.00
67 - LONGVIEW ST:ESCH LN-KENWOOD ST - LUMP SUM	1.00	\$2,046.00	\$2,046.00
68 - LUSTER AVE:HARPER RD-LERDAHL RD - LUMP SUM	1.00	\$4,705.00	\$4,705.00
69 - MANDRAKE RD:NORTHPORT DR-MONICA LN - LUMP SUM	1.00	\$17,963.00	\$17,963.00
70 - MANITOWISH WAY:COMANCHE WAY-BURNING WOOD WAY - LUMP SUM	1.00	\$4,734.00	\$4,734.00
71 - MARCY RD:WOODWARD DR-TROY DR - LUMP SUM	1.00	\$9,358.00	\$9,358.00
72 - MARYLAND DR:SOUTH END-DELAWARE BLVD - LUMP SUM	1.00	\$4,117.00	\$4,117.00
73 - MAYFIELD LN:ESCH LN-KENWOOD ST - LUMP SUM	1.00	\$2,165.00	\$2,165.00
74 - MEADOW RIDGE LN:MEADOW VALLEY DR-GREEN AVE - LUMP SUM	1.00	\$6,550.00	\$6,550.00
75 - MEADOW VALLEY DR:161 FT S OF PINE VIEW DR-SAUTHOFF RD - LUMP SUM	1.00	\$6,318.00	\$6,318.00
76 - MELBY DR:MANDRAKE RD-TENNESSEE TRL - LUMP SUM	1.00	\$5,835.00	\$5,835.00
77 - MONICA LN:NORTHLAND DR-COMANCHE WAY - LUMP SUM	1.00	\$12,923.00	\$12,923.00
78 - MONTANA CIR:MONICA LN-S END - LUMP SUM	1.00	\$1,420.00	\$1,420.00
79 - MOOSE TRAIL:KENNEDY RD-TENLEY TRAIL - LUMP SUM	1.00	\$2,046.00	\$2,046.00
80 - MORNINGSTAR LN:MUIR DR-MARCY RD - LUMP SUM	1.00	\$7,881.00	\$7,881.00
81 - MORROW CT:DAPIN RD-SOUTH END - LUMP SUM	1.00	\$1,752.00	\$1,752.00
82 - MOSINEE LN:MENOMONIE LN-BURNING WOOD WAY - LUMP SUM	1.00	\$4,187.00	\$4,187.00
83 - *N SHERMAN AVE:LAKE VIEW AVE-GOLF PKWY (PVT) - LUMP SUM	1.00	\$34,729.00	\$34,729.00

CHIP SEALING 2019 - NORTH

CONTRACT NO. 8308

DATE: 4/11/19

Fahrner Asphalt Sealers,
L.L.C.

Item	Quantity	Price	Extension
84 - NAMEKAGON LN:MENOMONIE LN-BURNING WOOD WAY - LUMP SUM	1.00	\$3,813.00	\$3,813.00
85 - NANCY LN:BONNER LN-SCHOOL RD - LUMP SUM	1.00	\$2,385.00	\$2,385.00
86 - NEVADA RD:WINN TRL-ARIZONA PASS - LUMP SUM	1.00	\$10,441.00	\$10,441.00
87 - NOBEL LN:TOBAN DR-E END - LUMP SUM	1.00	\$2,456.00	\$2,456.00
88 - NORTHLAND DR:WHEELER RD-DELAWARE BLVD - LUMP SUM	1.00	\$14,381.00	\$14,381.00
89 - NORTHRIDGE TER:NORTHPORT DR-SOUTH END - LUMP SUM	1.00	\$3,951.00	\$3,951.00
90 - NORTHVIEW DR:HAVEY RD-MELBY DR - LUMP SUM	1.00	\$5,067.00	\$5,067.00
91 - NORWAY MAPLE CIR:WHEELER RD-S END - LUMP SUM	1.00	\$1,579.00	\$1,579.00
92 - NOVICK DR:FORSTER DR-BECKER DR - LUMP SUM	1.00	\$4,254.00	\$4,254.00
93 - PETTERLE PL:VERA CT-E END - LUMP SUM	1.00	\$1,420.00	\$1,420.00
94 - PINE VIEW DR:MEADOW VALLEY DR-GREEN AVE - LUMP SUM	1.00	\$6,550.00	\$6,550.00
95 - POND ST:PRAIRIEVIEW DR-WHITETAIL LN - LUMP SUM	1.00	\$4,555.00	\$4,555.00
96 - PRAIRIEVIEW DR:S END-ANHALT DR - LUMP SUM	1.00	\$3,721.00	\$3,721.00
97 - RANDY LN:HANOVER ST-SUSAN CIR - LUMP SUM	1.00	\$4,555.00	\$4,555.00
98 - REINKE DR:JAY DR-MANDRAKE RD - LUMP SUM	1.00	\$1,617.00	\$1,617.00
99 - RIGNEY LN:720 FT S OF ANHALT DR-N SHERMAN AVE - LUMP SUM	1.00	\$7,011.00	\$7,011.00
100 - SAUTHOFF RD:LOEPRICH LN-GREEN AVE - LUMP SUM	1.00	\$6,250.00	\$6,250.00
101 - SCHOOL RD:TROY DR-WHEELER RD - LUMP SUM	1.00	\$29,946.00	\$29,946.00
102 - SHASTA DR:S END-HOVDE RD - LUMP SUM	1.00	\$7,215.00	\$7,215.00
103 - SHOSHONEE LN:BURNING WOOD WAY-COMANCHE WAY - LUMP SUM	1.00	\$1,254.00	\$1,254.00
104 - SUNFIELD ST:HANOVER ST-N SHERMAN AVE - LUMP SUM	1.00	\$6,014.00	\$6,014.00
105 - SUSAN CIR:SUSAN LN-N END - LUMP SUM	1.00	\$1,265.00	\$1,265.00
106 - SUSAN LN:TROY DR-SUSAN CIR - LUMP SUM	1.00	\$1,893.00	\$1,893.00
107 - TENLEY LN:MOOSE TRL-CORDELIA CRESCENT - LUMP SUM	1.00	\$614.00	\$614.00
108 - TENNESSEE TRL:WINN TRL-DELAWARE BLVD - LUMP SUM	1.00	\$3,774.00	\$3,774.00
109 - TEXAS TRL:S END-ARKANSAS AVE - LUMP SUM	1.00	\$6,448.00	\$6,448.00
110 - TOBAN DR:TROY DR-NORTHPORT DR - LUMP SUM	1.00	\$6,756.00	\$6,756.00
111 - *TROY DR:GREEN AVE-N SHERMAN AVE - LUMP SUM	1.00	\$47,277.00	\$47,277.00
112 - UTAH CT:SOUTH END-DELAWARE BLVD - LUMP SUM	1.00	\$2,254.00	\$2,254.00
113 - VEITH AVE:1193 FT S OF W SAUTHOFF RD-W SAUTHOFF RD - LUMP SUM	1.00	\$4,172.00	\$4,172.00
114 - VERA CT:N END-SCHOOL RD - LUMP SUM	1.00	\$5,565.00	\$5,565.00
115 - VERMONT CIR:DAKOTA DR-S END - LUMP SUM	1.00	\$1,931.00	\$1,931.00
116 - W KARSTENS DR:TROY DR-E KARSTENS DR - LUMP SUM	1.00	\$3,583.00	\$3,583.00
117 - W SAUTHOFF RD:LOEPRICH LN-VEITH AVE - LUMP SUM	1.00	\$3,849.00	\$3,849.00
118 - WARRIOR LN:MANITOWISH WAY-COMANCHE WAY - LUMP SUM	1.00	\$4,094.00	\$4,094.00
119 - WEEPING BIRCH CIR:WHEELER RD-S END - LUMP SUM	1.00	\$2,160.00	\$2,160.00
120 - *WHEELER RD:AMERICAN ASH DR-PACKERS AVE - LUMP SUM	1.00	\$58,583.00	\$58,583.00
121 - WHITE ASPEN RD:AMERICAN ASH DR-AMERICAN ASH DR - LUMP SUM	1.00	\$5,680.00	\$5,680.00
122 - WHITETAIL LN:149 FT S OF POND ST-ANHALT DR - LUMP SUM	1.00	\$2,841.00	\$2,841.00
123 - WINN TRL:NORTHVIEW DR-TENNESSEE TRL - LUMP SUM	1.00	\$4,402.00	\$4,402.00
124 - WOODWARD DR:MARCY RD-FORSTER DR - LUMP SUM	1.00	\$1,689.00	\$1,689.00
125 - WYOMING WAY:MONICA LN-TEXAS TRL - LUMP SUM	1.00	\$11,003.00	\$11,003.00
21041 - INLET PROTECTION, TYPE D - COMPLETE(UNDISTRIBUTED) - EACH	10.00	\$5.00	\$50.00

CHIP SEALING 2019 - NORTH

CONTRACT NO. 8308

DATE: 4/11/19

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

Item	Quantity	Price	Extension
60800 - PAVEMENT MARKING EPOXY, 4-INCH SOLID WHITE (edge line) - L.F.	3970.00	\$0.55	\$2,183.50
60801 - PAVEMENT MARKING EPOXY, 4-INCH DOUBLE YELLOW - L.F.	4086.00	\$0.90	\$3,677.40
60802 - PAVEMENT MARKING EPOXY, 6-INCH SOLID WHITE - L.F.	36287.00	\$0.75	\$27,215.25
60802 - PAVEMENT MARKING EPOXY, 6-INCH WHITE SKIPS, (2' Line, 6' GAP) - L.F.	478.00	\$0.75	\$358.50
60802 - PAVEMENT MARKING EPOXY, 6-INCH WHITE SKIPS, (10' LINE 30' GAP) - L.F.	120.00	\$0.75	\$90.00
60802 - PAVEMENT MARKING EPOXY, 6-INCH YELLOW SKIPS, (10' LINE 30' GAP) - L.F.	1640.00	\$0.75	\$1,230.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	3568.00	\$6.50	\$23,192.00
60815 - PAVEMENT MARKING EPOXY, CROSSWALK, 18-INCH - L.F.	411.00	\$7.75	\$3,185.25
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	480.00	\$10.50	\$5,040.00
60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	7.00	\$275.00	\$1,925.00
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	10.00	\$205.00	\$2,050.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH WHITE SKIPS, (2' LINE 6' GAP) - L.F.	300.00	\$0.65	\$195.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH WHITE SKIPS, (10' LINE 30' GAP) - L.F.	200.00	\$0.65	\$130.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH YELLOW SKIPS, (10' LINE 30' GAP) - L.F.	2800.00	\$0.65	\$1,820.00
126 - BAKER AVE:UNIVERSITY AVE-CAMELOT DR - LUMP SUM	1.00	\$3,759.00	\$3,759.00
127 - BAKER AVE:CAPITAL AVE-N END - LUMP SUM	1.00	\$4,387.00	\$4,387.00
128 - HILLSIDE AVE:S HIGHLANDS AVE-N HIGHLANDS AVE - LUMP SUM	1.00	\$5,068.00	\$5,068.00
129 - N HIGHLANDS AVE:OLD MIDDLETON RD-S HIGHLANDS AVE - LUMP SUM	1.00	\$10,968.00	\$10,968.00
130 - PARK PL (HIGHLANDS):HILLSIDE AVE-N HIGHLANDS AVE - LUMP SUM	1.00	\$2,222.00	\$2,222.00
131 - MACARTHUR CT:MACARTHUR RD-DUNCAN DR - LUMP SUM	1.00	\$1,023.00	\$1,023.00
132 - MACARTHUR RD:S END-192 FT E OF E WASHINGTON AVE - LUMP SUM	1.00	\$7,842.00	\$7,842.00
133 - LARSON CT:322 FT W OF MAC ARTHUR RD-MAC ARTHUR RD - LUMP SUM	1.00	\$740.00	\$740.00
134 - LARSON CT:322 FT W OF MAC ARTHUR RD-CUL DE SAC - LUMP SUM	1.00	\$740.00	\$740.00
135 - SYCAMORE AVE:MAC ARTHUR RD-492 FT E OF MAC ARTHUR RD - LUMP SUM	1.00	\$3,021.00	\$3,021.00
136 - *WESTPORT RD:KNUTSON DR-404 FT NW OF GREEN AVE - LUMP SUM	1.00	\$6,138.00	\$6,138.00
137 - KNUTSON DR:GREEN AVE-NORTHPORT DR - LUMP SUM	1.00	\$4,665.00	\$4,665.00
138 - WOODWARD DR:HARPER RD-MARCY RD - LUMP SUM	1.00	\$10,929.00	\$10,929.00
153 Items	Totals		\$922,028.90



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

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

Deputy City Engineer
Gregory T. Fries, P.E.

Deputy Division Manager
Kathleen M. Cryan

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

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
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 South Dakota (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, 2019 through January 31, 2021.

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. ^{"NO CORPORATE SEAL ADOPTED"} November 14, 2018
COMPANY NAME AFFIX SEAL DATE
By:  President.
SIGNATURE AND TITLE Kent Kutnink

SURETY

Western Surety Company November 14, 2018
COMPANY NAME AFFIX SEAL 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 National Provider No. 8856714 for the year * and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

*2019-2021

November 14, 2018
DATE


AGENT SIGNATURE Nicole Langer

Willis of Minnesota, Inc.
8400 Normandale Lake Blvd, Suite 1700
ADDRESS

Bloomington, MN 55437
CITY, STATE AND ZIP CODE

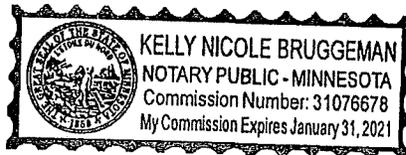
763.302.7100
TELEPHONE NUMBER

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.

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 14th day of November 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

Jill N. Swanson, Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Kelly Nicole Bruggeman, Heather R. Goedtel, Michelle Halter, Individually

of Bloomington, 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 15th day of August, 2018.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of August, 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 14th day of November, 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.

SECTION H: AGREEMENT

THIS AGREEMENT made this 1st day of May in the year Two Thousand and Nineteen 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 APRIL 30, 2019, 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:

CHIP SEALING 2019 - NORTH CONTRACT NO. 8308

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of NINE HUNDRED TWENTY-TWO THOUSAND TWENTY-EIGHT AND 90/100 (\$922,028.90) 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, qualifications and application procedures

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**CHIP SEALING 2019 - NORTH
CONTRACT NO. 8308**

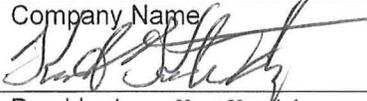
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

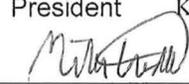
Countersigned:

 5/1/2019
 Witness Date

 5/1/2019
 Witness Date

FAHRNER ASPHALT SEALERS, L.L.C.

Company Name
 5/1/2019
 President Kent Kutrink Date

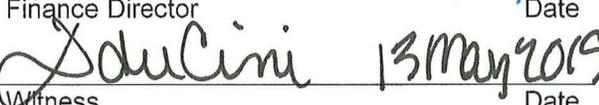
 5/1/2019
 Secretary Assistant Secretary, Mike Frodl Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

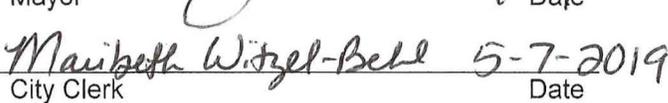
 5/10/19
 Finance Director Date

 13 May 2019
 Witness Date

 5-7-19
 Witness Date

 5/10/19
 City Attorney Date

 5/13/19
 Mayor Date

 5-7-2019
 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 Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINE HUNDRED TWENTY-TWO THOUSAND TWENTY-EIGHT AND 90/100 (\$922,028.90) 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.

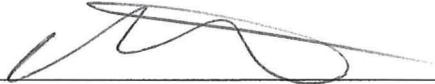
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

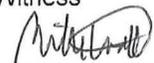
**CHIP SEALING 2019 - NORTH
CONTRACT NO. 8308**

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.

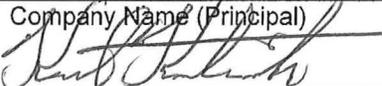
Signed and sealed this 1st day of May, 2019

Countersigned:



Witness

~~Secretary~~ Assistant Secretary, Mike Frodl

FAHRNER ASPHALT SEALERS, L.L.C.

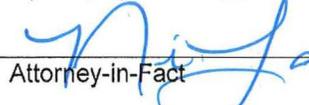
Company Name (Principal)

President, Kent Kutnink Seal

"NO CORPORATE SEAL ADOPTED"

Approved as to form:

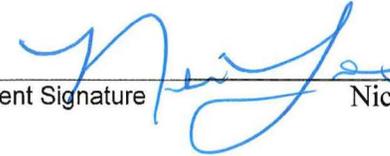

City Attorney

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 8856714 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 1, 2019
Date


Agent Signature Nicole Langer

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

Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Kelly Nicole Bruggeman, Heather R. Goedel, Michelle Halter, Individually

of Bloomington, 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 22nd day of February, 2019.

WESTERN SURETY COMPANY

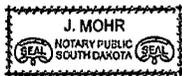


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of February, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



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 1st day of May, 2019.



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.