

Contract Routing Form

ROUTING: Routine

printed on: 05/27/2021

Contract between: Thunder Road LLC  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Repairing and Sealing Pavement Cracks - Local Streets 2021

Contract No.: 8579  
Enactment No.: RES-21-00310  
Dollar Amount: 81,575.00

File No.: 65023  
Enactment Date: 05/10/2021

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	05/28/21	05/28/21
Director of Civil Rights	6/8/21	6/8/21 MG
Risk Manager	6/8/2021	6/8/2021 RD
Finance Director	6-8-21	6-9-21
City Attorney	6/9/2021	6-10-21
Mayor	6.10.21	6.15.21

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

Original + 2 Copies

05/27/2021 12:26:10 enjls - Steve Sonntag 267-1997



## Legislation Details (With Text)

**File #:** 65023      **Version:** 1      **Name:** Awarding Public Works Contract No. 8579, Repairing and Sealing Pavement Cracks - Local Streets 2021.

**Type:** Resolution      **Status:** Passed

**File created:** 4/9/2021      **In control:** BOARD OF PUBLIC WORKS

**On agenda:** 5/4/2021      **Final action:** 5/4/2021

**Enactment date:** 5/10/2021      **Enactment #:** RES-21-00310

**Title:** Awarding Public Works Contract No. 8579, Repairing and Sealing Pavement Cracks - Local Streets 2021. (Citywide)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 8579.pdf, 2. 8579 contract.pdf

Date	Ver.	Action By	Action	Result
5/4/2021	1	COMMON COUNCIL	Adopt Unanimously Under Suspension of Rules 2.04, 2.24, & 2.25	Pass
4/21/2021	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
4/9/2021	1	Engineering Division	Referred for Introduction	

The proposed resolution authorizes awarding the contract for Repairing and Sealing Pavement Cracks on Local Streets, 2021 at a total estimated cost of \$88,100 including contingency. Funding for the project is available in the 2021 Adopted Capital Budget for Engineering, Pavement Management (Munis 13266). No additional appropriation is required.

Awarding Public Works Contract No. 8579, Repairing and Sealing Pavement Cracks - Local Streets 2021. (Citywide)

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. 8579) for itemization of bids.

*EN- Steve Danner-Rivers*

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8579  
REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2021

THUNDER ROAD LLC \$ 81,575.00

Acct. No. 13266-402-200:54410 (91384) \$ 81,575.00  
Contingency 8%+ 6,525.00

GRAND TOTAL \$ 88,100.00

\$81,575.00  
CONTRACTOR'S OFFICE COPY

BID OF THUNDER ROAD LLC

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

REPAIRING AND SEALING PAVEMENT CRACKS – LOCAL STREETS 2021

CONTRACT NO. 8579

PROJECT NO. 13266

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MAY 4, 2021

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

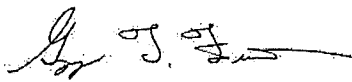
**REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2021  
CONTRACT NO. 8579**

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This Proposal, and Agreement have  
been prepared by:

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

  
\_\_\_\_\_ on behalf of  
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:	REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2021
CONTRACT NO.:	8579
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/1/2021
BID SUBMISSION (2:00 P.M.)	4/8/2021
BID OPEN (2:30 P.M.)	4/8/2021
PUBLISHED IN WSJ	3/25/2021 & 4/1/2021

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

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

## SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

## SECTION 102.4 PROPOSAL

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

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

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

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

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

## SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.  
6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture  
7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)  
8  State of Wisconsin Master Plumbers License.

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2021 CONTRACT NO. 8579

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

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

#### **SECTION 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104 SCOPE OF WORK**

The work under this contract consists of routing, street sweeping, cleaning and sealing existing longitudinal and transverse pavement cracks with sealant material and spray patching any cracks or potholes that are beyond the scope of crack sealing.

**The contractor shall be responsible for all street sweeping and removal of debris. All crack-sealed streets (including sidewalks and driveways) shall be swept clean of all debris created from the routing of cracks within twenty-four (24) hours of being sealed.**

**In the Isthmus area (aldermanic districts 2,4,5,6,13) there are 2 days during the week where there is no parking on one half the street from 8am to 12:00pm for street sweeping. The contractor shall not post "NO PARKING SIGNS" during this time for the crack sealing operations. Where there are parking restrictions in the isthmus area the contractor shall not post all the streets in one area at a time. Due to the parking restrictions, the contractor shall only post parallel streets or perpendicular streets to allow for parking on the other, during the crack sealing operations.**

#### **SECTION 104.6 DECREASED OR 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 "Posting for Temporary Parking Restrictions" 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.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hour.

**SECTION 109.2      PROSECUTION OF THE 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.

The following streets are included on our Chip Sealing 2021-West, contract # 8582:  
Berkley Drive  
Scenic Ridge Drive  
Gladstone Drive

Please schedule these streets to be crack sealed first, so we don't have conflict with the Chip Sealing 2021- West, contract # 8582.

**SECTION 109.7      TIME OF COMPLETION**

The Contractor shall complete all work specified in this contract on or before **October 15, 2021.**

**ARTICLE 406      PAVEMENT CRACK SEALING**

**SECTION 406.1      MATERIALS FOR PAVEMENT CRACK SEALING**

Crack sealing materials shall be a high performance specification petroleum based polymeric hot pour sealant. The sealant shall meet or exceed the requirements of ASTM D6690 (formerly ASTM D3405). Each batch of cracked filling materials delivered to the job site shall be accompanied by the manufacturer's certification stating that the material meets the requirements of the specification.

In order to conserve material in large cracks, the Contractor may insert a closed cell backer rod material or other material approved by the Engineer.

**SECTION 406.2      PREPARATION OF THE CRACK SEALING MIXTURES**

The Contractor shall deliver to the Engineer the manufacturer's literature and instructions dealing with the preparation and installation of the crack sealing material to be installed. The preparation, handling, and installation and clean-up of the crack sealing materials shall be in accordance with the manufacturer's

specifications. It shall be the Contractor's responsibility to remove and dispose of all containers used to transport the crack sealing mixture.

### **SECTION 406.3      INSTALLATION OF CRACK SEALING**

#### **SECTION 406.3(A)      GENERAL**

This work consists of routing, cleaning, street sweeping, preparing and filling pavement cracks 1/8" or wider in existing bituminous pavements. The Contractor shall provide a petroleum based crack sealant in accordance with the specifications for the work. Following these Special Provisions is a list of those streets proposed for crack sealing as a part of this contract. The Contractor will not be required to seal the existing edge of gutter joint unless specified in the list of street segments.

#### **SECTION 406.3(B)      PERSONNEL**

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

#### **SECTION 406.3(C)      EQUIPMENT**

The Contractor shall furnish all equipment necessary to complete the routing, cleaning, street sweeping, preparing and sealing of cracks promptly and in accordance with the requirements specified. The equipment required for this operation shall include but not limited to:

1. High pressure air equipment capable of developing 100 lbs. per square inch air pressure and capable of blowing sand and other foreign material from the crack.
2. Air chisel or hand tools, which can remove loose or spalled material adjacent to the cracks.
3. A pressure distributor for applying the crack sealing material in accordance with the manufacturer's instructions.
4. Hot air lance to remove moisture.

#### **SECTION 406.3(D)      PREPARATION OF THE CRACKS**

The cracks shall be routed to a minimum width of 3/4 inch (1 inch maximum) and a minimum depth of 3/4 inch (1 inch maximum).

In those instances of cracks which have been previously sealed and for which the sealant has failed, the Contractor shall remove the sealant from the crack.

The crack shall be cleaned using high pressured air equipment and broken or spalled material which is unable to be removed by high pressured air shall be removed using an air chisel or hand tool. All vegetation and loose material shall be removed from the cracks.

**The contractor shall be responsible for all street sweeping and removal of debris. All crack-sealed streets (including sidewalks and driveways) shall be swept clean of all debris created from the routing of cracks within twenty-four (24) hours of being sealed.**

In wide cracks, the Contractor may insert a closed cell backer rod material, or other material approved by the Engineer in the bottom of the crack in order to reduce the amount of seal material required. However, the Engineer may require depth of sealant equal to 1.5 times the width of the crack.

## **SECTION 406.3(E)     INSTALLATION OF SEALANT**

Crack sealant shall be prepared and applied per the manufacturer's recommendation. Immediately prior to filling, the crack shall be cleared of all loose material, dirt and vegetation with compressed air at a minimum pressure of 100 lbs. per square inch (psi). Debris is to be blown out in a manor so that the fresh sealant is not contaminated. The cracks shall be dry prior to filling. The Contractor may either allow the crack to dry by the air or through the use of a hot air lance.

A sealant overband of 1 to 2-inch wide is required on each side of the routed crack with a maximum of 1/8-inch thickness. At locations where the overband exceeds these limits the Contractor will be required to remove the sealant and replace it at their own expense.

At locations where the crack sealant settles in the crack opening more than 1/4" below the pavement surface, the Contractor will remove the sealant and replace it at their own expense.

The Contractor shall not allow traffic on the road until the sealant has properly set up and no danger of damage to sealant exists. The Contractor shall use traffic barriers or flagmen to prevent the tracking of uncured material. The Contractor may dust the newly sealed cracks with sand or other approved material when a proper cure time on the sealant is not attainable.

## **ARTILCE 407            SPRAY PATCHING**

### **SECTION 407.1         GENERAL**

Any street segment where crack sealing will not seal the street imperfection shall require spray patching or an approved equal.

This work shall consist of repairing transverse and longitudinal cracks, alligator cracks, or potholes that cannot be repaired by crack sealing. The Contractor shall clean the area to be spray patched of all rock, dirt, sand, vegetation or other objectionable material, apply a tack material, fill the void with oil coated chips or other approved material and compact the mix if deemed necessary by the Engineer.

Potholes, alligator cracks or other surface defects that are contiguous with the cracks are considered to be crack related and are to be repaired by spray patching. If there are questions about the area to be repaired consult the Engineer.

### **MEASUREMENT AND PAYMENT**

The Contractor shall bid each Street segment in the contract individually, based on price to properly crack seal and spray patch that specific segment according to the conditions provided in this contract. Each segment will be bid as a "lump sum" price.

Crack sealing, and spray patching 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 crack sealing material; for the routing, cleaning of the cracks, street sweeping; for the filling of any wide cracks with a closed cell fill material or infrared patching of any crack or pothole that cannot be crack sealed; and for all labor, tools, equipment, and incidental necessary to complete the work as provided in the contract.



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

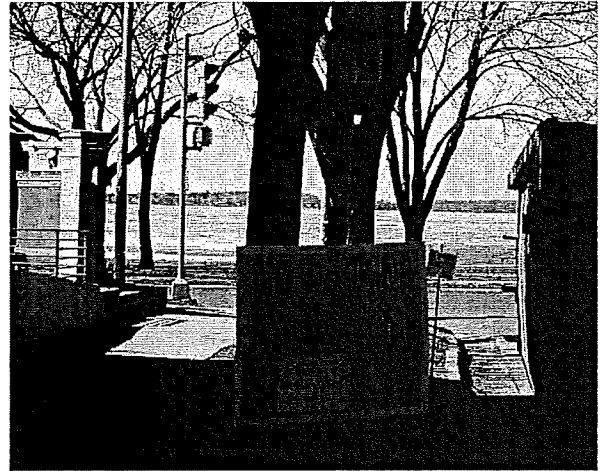


City of Madison Parking Utility  
215 Martin Luther King Blvd, Suite 100  
Madison, WI 53703  
Phone: (608) 266-4761  
www.cityofmadison.com/parking

# 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.**



SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE: REPAIRING & SEALING PAVMENT CRACKS LOCAL STREETS  
2021

CONTRACT NO. 8579

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

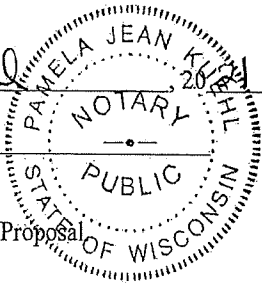
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 0 through — issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Thunder Road 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 Michelle Crowel & Devin Wolf & Sean Wolf; an individual trading as \_\_\_\_\_; of the City of Waukesha State of Wisconsin; 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.

Michelle Crowel  
SIGNATURE

member  
TITLE, IF ANY

Sworn and subscribed to before me this 6<sup>th</sup> day of April, 2021

Pamela Jean Kuehl  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 8-31-24



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

Contract 8579 – Thunder Road LLC

Section F: Best Value Contracting (BVC)

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

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

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

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

Best Value Contracting

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

Crack Sealing

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

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

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

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

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

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

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

CONTRACT NO. 8579

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:	Thunder Road LLC
Address:	W297S3549 Boettcher Rd. Geneseo, WI 53189
Telephone Number:	262-771-0374
Fax Number:	866-462-4293
Contact Person/Title:	Michelle Growel, Managing Member

Prime Bidder Certification

Name:	Michelle Growel
Title:	Member
Company:	Thunder Road LLC

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

Pamela J. Kuehl  
Witness Signature

Michelle Growel  
Bidder's Signature

4-6-21  
Date





REPAIRING & SEALING PAVEMENT CRACK - LOCAL STREETS 2021

CONTRACT NO. 8579

DATE: 4/8/2021

Thunder  
Road LLC

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
1 - ALDEN DR:PLYMOUTH CIR-HILLCREST DR - LUMP SUM	1.00	\$110.00	\$110.00
2 - ALLIS AVE:MAHER AVE-S STOUGHTON RD SERVICE RD - LUMP SUM	1.00	\$145.00	\$145.00
3 - ALTON DR:DRISCOLL DR-RAGAN ST - LUMP SUM	1.00	\$110.00	\$110.00
4 - ANDREW WAY:MILWAUKEE ST-PICCADILLY DR - LUMP SUM	1.00	\$100.00	\$100.00
5 - ARBOR MIST PASS:SUGAR MAPLE LN-WINDY PEAK RD - LUMP SUM	1.00	\$100.00	\$100.00
6 - ARIES WAY:NORTH STAR DR-GALILEO DR - LUMP SUM	1.00	\$145.00	\$145.00
7 - ARMISTICE LN:INDEPENDENCE LN-VICTORIA LN - LUMP SUM	1.00	\$110.00	\$110.00
8 - ASHWORTH DR:HAWKS RIDGE DR-895 FT W OF HAWKS RIDGE DR - LUMP SUM	1.00	\$830.00	\$830.00
9 - ASHWORTH DR:WOODS RD-188 FT W OF SWAINSON DR - LUMP SUM	1.00	\$295.00	\$295.00
10 - AUTUMN BREEZE RD:167 FT E OF BIG STONE TRL-BURNT SIENNA DR - LUMP SUM	1.00	\$690.00	\$690.00
11 - AUTUMN HILL DR:NELSON CROSSING-FAIRWAY OAKS DR - LUMP SUM	1.00	\$660.00	\$660.00
12 - BALTZELL ST:GREGORY ST-MONROE ST - LUMP SUM	1.00	\$100.00	\$100.00
13 - BASCOM PL:VAN HISE AVE-CHAMBERLAIN AVE - LUMP SUM	1.00	\$100.00	\$100.00
14 - BASCOM ST:FOREST ST-BASCOM PL - LUMP SUM	1.00	\$100.00	\$100.00
15 - BEAUMONT CIR:MENDOTA ST-166 FT SW OF MENDOTA ST - LUMP SUM	1.00	\$100.00	\$100.00
16 - BEDNER RD:RED GRANITE RD-FLAGSTONE DR - LUMP SUM	1.00	\$335.00	\$335.00
17 - BELLGROVE LN:SUTTERIDGE TRL-DI LORETO AVE - LUMP SUM	1.00	\$615.00	\$615.00
18 - BERKLEY CIR:BERKLEY DR-236 FT SE OF BERKLEY DR - LUMP SUM	1.00	\$630.00	\$630.00
19 - BERKLEY DR:SCENIC RIDGE DR-BERKLEY CIR - LUMP SUM	1.00	\$890.00	\$890.00
20 - BIG STONE TRL:BRONZE LEAF LN-AUTUMN BREEZE RD - LUMP SUM	1.00	\$145.00	\$145.00
21 - BIG STONE TRL:WHITE FOX LN-RIVER BIRCH RD - LUMP SUM	1.00	\$3,040.00	\$3,040.00
22 - BIRCHWOOD CIR:N THOMPSON DR-194 FT SW OF N THOMPSON DR - LUMP SUM	1.00	\$215.00	\$215.00
23 - BLACK STONE CIR:SHALE DR-573 FT NW OF SHALE DR - LUMP SUM	1.00	\$300.00	\$300.00
24 - BLOOMING LEAF WAY:RUSTLING BIRCH RD-MEANDERING WAY - LUMP SUM	1.00	\$100.00	\$100.00
25 - BLUE ASTER TRL:SHADOW RIDGE TRL-502 FT S OF SILVER SAGE TRL - LUMP SUM	1.00	\$100.00	\$100.00
26 - BLUE MOON DR:ARBOR MIST PASS-435 FT S OF ARBOR MIST PASS - LUMP SUM	1.00	\$100.00	\$100.00
27 - BLUE RIDGE CT:BLUE RIDGE PKWY-281 FT SE OF BLUE RIDGE PKWY - LUMP SUM	1.00	\$100.00	\$100.00
28 - BLUESTEM WAY:MESTA LN-WINTERGREEN DR - LUMP SUM	1.00	\$325.00	\$325.00
29 - BOYNTON PL:MILO LN-SWANTON RD - LUMP SUM	1.00	\$180.00	\$180.00
30 - BREEZY GRASS WAY:RESTON HEIGHTS DR-LITTLEMORE DR - LUMP SUM	1.00	\$100.00	\$100.00
31 - BRONZE LEAF LN:BIG STONE TRL-STRAW HARVEST LN - LUMP SUM	1.00	\$145.00	\$145.00
32 - BULTMAN RD:GOLDEN LEAF TRL-BUTTERFIELD DR - LUMP SUM	1.00	\$650.00	\$650.00
33 - BUNKER HILL LN:INDEPENDENCE LN-VICTORIA LN - LUMP SUM	1.00	\$175.00	\$175.00
34 - CALLISTO DR (NB):TRAVELER LN-CALLISTO DR (SB) - LUMP SUM	1.00	\$100.00	\$100.00
35 - CALLISTO DR (SB):TRAVELER LN-CALLISTO DR (NB) - LUMP SUM	1.00	\$100.00	\$100.00
36 - CAPE SILVER WAY:BIG STONE TRL-183 FT W OF BIG STONE TRL - LUMP SUM	1.00	\$100.00	\$100.00
37 - CARBERRY ST:BELLGROVE LN-148 FT N OF DI LORETO AVE - LUMP SUM	1.00	\$190.00	\$190.00
38 - CASTLEBAR CT:LONGMEADOW RD-186 FT SW OF LONGMEADOW RD - LUMP SUM	1.00	\$100.00	\$100.00
39 - CHADBOURNE AVE:N ALLEN ST-ASH ST - LUMP SUM	1.00	\$100.00	\$100.00
40 - CHAMBERLAIN AVE:FOREST ST-N ALLEN ST - LUMP SUM	1.00	\$110.00	\$110.00
41 - COLOR PEAK RD:SNOWBERRY LN-PINE HOLLOW PL - LUMP SUM	1.00	\$390.00	\$390.00
42 - COLOR PEAK RD (E):SILKWOOD TRL-SNOWBERRY LN - LUMP SUM	1.00	\$540.00	\$540.00
43 - COLOR PEAK RD (W):SILKWOOD TRL-SNOWBERRY LN - LUMP SUM	1.00	\$575.00	\$575.00
44 - CRESCENT OAKS CT:CRESCENT OAKS DR-115 FT SE OF CRESCENT OAKS DR - LUMP SUM	1.00	\$100.00	\$100.00
45 - CRESCENT OAKS DR:N THOMPSON DR-ESKER DR - LUMP SUM	1.00	\$435.00	\$435.00
46 - CREST LINE DR:155 FT S OF MELODY LN-DAVID RD - LUMP SUM	1.00	\$100.00	\$100.00

REPAIRING & SEALING PAVEMENT CRACK - LOCAL STREETS 2021

CONTRACT NO. 8579

DATE: 4/8/2021

Thunder  
Road LLC

Item	Quantity	Price	Extension
47 - CROSS OAK DR:FORTUNATE PL-SILICON PRAIRIE PKWY - LUMP SUM	1.00	\$100.00	\$100.00
48 - CROSS ST:BALTZELL ST-CHAPMAN ST - LUMP SUM	1.00	\$1.00	\$1.00
49 - DAWES ST:WALTER ST-147 FT E OF BUCKINGHAM LN - LUMP SUM	1.00	\$260.00	\$260.00
50 - DAYFLOWER DR:VELVET LEAF DR-130 FT S OF TWINFLOWER DR - LUMP SUM	1.00	\$2,815.00	\$2,815.00
51 - DEMILO WAY:VENUS WAY-RUSTIC DR - LUMP SUM	1.00	\$180.00	\$180.00
52 - DEREK RD:CREST LINE DR-239 FT E OF CREST LINE DR - LUMP SUM	1.00	\$100.00	\$100.00
53 - DEWBERRY DR:RITZ DR-MID TOWN RD - LUMP SUM	1.00	\$1,460.00	\$1,460.00
54 - DI LORETO AVE:VIDON DR-1015 FT E OF PORTAGE RD - LUMP SUM	1.00	\$1,080.00	\$1,080.00
55 - DOLOMITE LN:MICA RD-TALC TRL - LUMP SUM	1.00	\$730.00	\$730.00
56 - DOWNER CIR:MENDOTA ST-172 FT SW OF MENDOTA ST - LUMP SUM	1.00	\$100.00	\$100.00
57 - DREGERS WAY:198 FT N OF SILVERSTONE LN-SILVERSTONE LN - LUMP SUM	1.00	\$975.00	\$975.00
58 - DRISCOLL DR:MILKY WAY-131 FT E OF ALTON DR - LUMP SUM	1.00	\$100.00	\$100.00
59 - EAGLE CREST DR:COMMERCIAL AVE-GOLDEN LEAF TRL - LUMP SUM	1.00	\$720.00	\$720.00
60 - EASLEY LN:MILO LN-SWANTON RD - LUMP SUM	1.00	\$100.00	\$100.00
61 - ESKER DR:N THOMPSON DR-GLACIER HILL DR - LUMP SUM	1.00	\$1,085.00	\$1,085.00
62 - ETHAN CIR:FLAGSTONE DR-300 FT N OF FLAGSTONE DR - LUMP SUM	1.00	\$180.00	\$180.00
63 - FAIRWAY OAKS DR:WATERBEND DR-PINEVIEW DR - LUMP SUM	1.00	\$245.00	\$245.00
64 - FLAGSTONE DR:TREVOR WAY-S PLEASANT VIEW RD - LUMP SUM	1.00	\$1,780.00	\$1,780.00
65 - FOREST ST:KENDALL AVE-UNIVERSITY AVE - LUMP SUM	1.00	\$110.00	\$110.00
66 - FORTUNATE PL:REDAN DR-CROSS OAK DR - LUMP SUM	1.00	\$505.00	\$505.00
67 - GALILEO DR:ARIES WAY-VENUS WAY - LUMP SUM	1.00	\$215.00	\$215.00
68 - GERALD ST:DONALD DR-TOMSCOT TRL - LUMP SUM	1.00	\$130.00	\$130.00
69 - GLACIER HILL DR:GOLDEN LEAF TRL-LIEN RD - LUMP SUM	1.00	\$2,170.00	\$2,170.00
70 - GLADSTONE DR:MUIR FIELD RD-SCENIC RIDGE DR - LUMP SUM	1.00	\$580.00	\$580.00
71 - GLENSIDE CIR:HARVEST HILL RD-S END - LUMP SUM	1.00	\$100.00	\$100.00
72 - GLENWAY ST:REGENT ST-MINERAL POINT RD - LUMP SUM	1.00	\$500.00	\$500.00
73 - GOLDEN HUE BLVD (NORTH):687 FT E OF PINE LAWN PKWY-PINE LAWN PKWY - LUMP SUM	1.00	\$435.00	\$435.00
74 - GOLDEN HUE BLVD (SOUTH):725 FT E OF PINE LAWN PKWY-PINE LAWN PKWY - LUMP SUM	1.00	\$540.00	\$540.00
75 - GOLDEN LEAF TRL:N THOMPSON DR-HAZELCREST DR - LUMP SUM	1.00	\$1,990.00	\$1,990.00
76 - GRAYHAWK TRL:145 FT N OF DI LORETO AVE-BELLSGROVE LN - LUMP SUM	1.00	\$115.00	\$115.00
77 - HAMLET CIR:320 FT W OF MILO LN-MILO LN - LUMP SUM	1.00	\$275.00	\$275.00
78 - HAMLET PL:MILO LN-SWANTON RD - LUMP SUM	1.00	\$115.00	\$115.00
79 - HARGROVE ST:STARKWEATHER DR-WALTER ST - LUMP SUM	1.00	\$255.00	\$255.00
80 - HARMONY HILL DR:SPICEBUSH LN-QUEENSBRIDGE RD - LUMP SUM	1.00	\$470.00	\$470.00
81 - HARRISON ST:S PROSPECT AVE-ROWLEY AVE - LUMP SUM	1.00	\$110.00	\$110.00
82 - HARVEST HILL RD:N GAMMON RD-W END - LUMP SUM	1.00	\$145.00	\$145.00
83 - HARVEST MOON LN:147 FT E OF STONE ARBOR TRL-FEATHER SOUND DR - LUMP SUM	1.00	\$145.00	\$145.00
84 - HAVERHILL CIR:HARVEST HILL RD-N END - LUMP SUM	1.00	\$100.00	\$100.00
85 - HAWKS LANDING CIR:MID TOWN RD-1041 FT N OF MID TOWN RD - LUMP SUM	1.00	\$975.00	\$975.00
86 - HAWKS RIDGE DR:MID TOWN RD-ASHWORTH DR - LUMP SUM	1.00	\$725.00	\$725.00
87 - HAWKSTONE WAY:DREGERS WAY-162 FT S OF SILVERSTONE LN - LUMP SUM	1.00	\$195.00	\$195.00
88 - HAZELCREST DR:N THOMPSON DR-TONY DR - LUMP SUM	1.00	\$435.00	\$435.00
89 - HIDDEN HILL DR:HILL CREEK DR-SHADOW WOOD DR - LUMP SUM	1.00	\$540.00	\$540.00
90 - HOB ST:CAMDEN RD-157 FT E OF CAMDEN RD - LUMP SUM	1.00	\$145.00	\$145.00
91 - HOLLYBUSH LN:COLOR PEAK RD (E)-COLOR PEAK RD (W) - LUMP SUM	1.00	\$110.00	\$110.00
92 - HOLY CROSS WAY:FAIRVIEW DR-COMMERCIAL AVE - LUMP SUM	1.00	\$360.00	\$360.00
93 - JACKSON QUARRY LN:534 FT W OF MILKY WAY-MILKY WAY - LUMP SUM	1.00	\$180.00	\$180.00
94 - JUDD ST:RICHARD ST-HARGROVE ST - LUMP SUM	1.00	\$180.00	\$180.00
95 - KATIE LN:TONY DR-GOLDEN LEAF TRL - LUMP SUM	1.00	\$175.00	\$175.00
96 - KENDALL AVE:LATHROP ST-N ALLEN ST - LUMP SUM	1.00	\$125.00	\$125.00

REPAIRING & SEALING PAVEMENT CRACK - LOCAL STREETS 2021

CONTRACT NO. 8579

DATE: 4/8/2021

Thunder  
Road LLC

Item	Quantity	Price	Extension
97 - KENDALL AVE:GRAND AVE-N FRANKLIN AVE - LUMP SUM	1.00	\$540.00	\$540.00
98 - KNIGHTSBRIDGE RD:MERRYTURN RD-HARMONY HILL DR - LUMP SUM	1.00	\$250.00	\$250.00
99 - LARKIN ST:REGENT ST-MINERAL POINT RD - LUMP SUM	1.00	\$540.00	\$540.00
100 - LEGACY LN:SHUMARD DR-MID TOWN RD - LUMP SUM	1.00	\$188.00	\$188.00
101 - LIEN RD FRONTAGE RD:LIEN RD-412 FT SE OF LIEN RD - LUMP SUM	1.00	\$215.00	\$215.00
102 - LONGMEADOW CIR:LONGMEADOW RD-291 FT SW OF LONGMEADOW RD - LUMP SUM	1.00	\$100.00	\$100.00
103 - LOOMIS CIR:GLACIER HILL DR-309 FT E OF GLACIER HILL DR - LUMP SUM	1.00	\$175.00	\$175.00
104 - LOTHEVILLE RD:TOMSCOT TRL-PORTAGE RD - LUMP SUM	1.00	\$100.00	\$100.00
105 - MANOR HILL CIR:HARVEST HILL RD-N END - LUMP SUM	1.00	\$100.00	\$100.00
106 - MAPLECREST DR:ROYAL OAKS DR-PINEVIEW DR - LUMP SUM	1.00	\$615.00	\$615.00
107 - MARBLE CIR:RED GRANITE RD-346 FT S OF RED GRANITE RD - LUMP SUM	1.00	\$345.00	\$345.00
108 - MEANDERING WAY:RUSTLING BIRCH RD-BLOOMING LEAF WAY - LUMP SUM	1.00	\$130.00	\$130.00
109 - MENDOTA ST:E WASHINGTON AVE-LIEN RD - LUMP SUM	1.00	\$325.00	\$325.00
110 - MERRICK CT:GLACIER HILL DR-193 FT E OF GLACIER HILL DR - LUMP SUM	1.00	\$430.00	\$430.00
111 - MESTA LN:COMMERCIAL AVE-N THOMPSON DR - LUMP SUM	1.00	\$520.00	\$520.00
112 - MICA RD:MID TOWN RD-FLAGSTONE DR - LUMP SUM	1.00	\$1,165.00	\$1,165.00
113 - MILO LN:MILWAUKEE ST-EASLEY LN - LUMP SUM	1.00	\$325.00	\$325.00
114 - MINOCQUA CRES:MINOCQUA SPUR-LAKE MENDOTA DR - LUMP SUM	1.00	\$100.00	\$100.00
115 - MINOCQUA SPUR:TOMAHAWK TRL-MINOCQUA CRES - LUMP SUM	1.00	\$105.00	\$105.00
116 - MORNINGDALE CIR:HARVEST HILL RD-S END - LUMP SUM	1.00	\$170.00	\$170.00
117 - MOUND ST:S BROOKS ST-ADAMS ST - LUMP SUM	1.00	\$110.00	\$110.00
118 - N PROSPECT AVE:N SPOONER ST-UNIVERSITY AVE - LUMP SUM	1.00	\$100.00	\$100.00
119 - N STRATHFIELD CIR:HARVEST HILL RD-N END - LUMP SUM	1.00	\$130.00	\$130.00
120 - N WICKHAM CT:TOTTENHAM RD-N END - LUMP SUM	1.00	\$130.00	\$130.00
121 - NELSON CROSSING:WATERBEND DR-629 FT W OF AUTUMN HILL DR - LUMP SUM	1.00	\$430.00	\$430.00
122 - OAK VALLEY DR:N THOMPSON DR-GLACIER HILL DR - LUMP SUM	1.00	\$650.00	\$650.00
123 - OAKLAND AVE:MONROE ST-MADISON ST - LUMP SUM	1.00	\$100.00	\$100.00
124 - PARAGON ST:BEAR CLAW WAY-375 FT W OF BEAR CLAW WAY - LUMP SUM	1.00	\$180.00	\$180.00
125 - PARK MEADOW DR:GLACIER HILL DR-GOLDEN LEAF TRL - LUMP SUM	1.00	\$430.00	\$430.00
126 - PAUNACK PL:UNIVERSITY AVE-N END - LUMP SUM	1.00	\$100.00	\$100.00
127 - PEACH LEAF LN:BIG STONE TRL-152 FT W OF BIG STONE TRL - LUMP SUM	1.00	\$100.00	\$100.00
128 - PICCADILLY DR:KURT DR-ANDREW WAY - LUMP SUM	1.00	\$100.00	\$100.00
129 - PINE HOLLOW PL:SUNDANCE DR-LONE OAK LN - LUMP SUM	1.00	\$175.00	\$175.00
130 - PINEVIEW DR:ROYAL OAKS DR-FAIRWAY OAKS DR - LUMP SUM	1.00	\$430.00	\$430.00
131 - PLYMOUTH CIR:LARKIN ST-LARKIN ST - LUMP SUM	1.00	\$215.00	\$215.00
132 - PRAIRIE ROSE RD:MESTA LN-EAGLE CREST DR - LUMP SUM	1.00	\$345.00	\$345.00
133 - PRISCILLA LN:LARKIN ST-PLYMOUTH CIR - LUMP SUM	1.00	\$100.00	\$100.00
134 - QUARTZ LN:RED GRANITE RD-FLAGSTONE DR - LUMP SUM	1.00	\$620.00	\$620.00
135 - QUEENSBRIDGE RD:MERRYTURN RD-KINGSBRIDGE RD - LUMP SUM	1.00	\$145.00	\$145.00
136 - RAGAN ST:MILKY WAY-ALTON DR - LUMP SUM	1.00	\$100.00	\$100.00
137 - RAPTOR DR:MID TOWN RD-162 FT S OF ASHWORTH DR - LUMP SUM	1.00	\$245.00	\$245.00
138 - RED GRANITE RD:149 FT E OF MICA RD-TALC TRL - LUMP SUM	1.00	\$570.00	\$570.00
139 - REGENT ST:S FRANKLIN AVE-GLENWAY ST - LUMP SUM	1.00	\$145.00	\$145.00
140 - RESTON HEIGHTS DR:BREEZY GRASS WAY-FIELD FLOWER WAY - LUMP SUM	1.00	\$100.00	\$100.00
141 - RIDGE OAK DR:BULTMAN RD-GLACIER HILL DR - LUMP SUM	1.00	\$440.00	\$440.00
142 - RITZ DR:225 FT E OF DEWBERRY DR-DEWBERRY DR - LUMP SUM	1.00	\$100.00	\$100.00
143 - ROMAN MIST WAY:VISTA MEADOW DR-HARVEST MOON LN - LUMP SUM	1.00	\$110.00	\$110.00
144 - ROSS ST:S FRANKLIN AVE-GLENWAY ST - LUMP SUM	1.00	\$110.00	\$110.00
145 - ROYAL OAKS DR:WATERBEND DR-MAPLECREST DR - LUMP SUM	1.00	\$505.00	\$505.00
146 - RUSTLING BIRCH CT:MEANDERING WAY-260 FT E OF MEANDERING WAY - LUMP SUM	1.00	\$180.00	\$180.00

REPAIRING & SEALING PAVEMENT CRACK - LOCAL STREETS 2021

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Thunder  
Road LLC

Item	Quantity	Price	Extension
147 - RUSTLING BIRCH RD:MEANDERING WAY-177 FT E OF SUNSHINE LN - LUMP SUM	1.00	\$210.00	\$210.00
148 - S PROSPECT AVE:REGENT ST-COMMONWEALTH AVE - LUMP SUM	1.00	\$100.00	\$100.00
149 - S ROBY RD:ROWLEY AVE-REGENT ST - LUMP SUM	1.00	\$505.00	\$505.00
150 - S WICKHAM CT:TOTTENHAM RD-S END - LUMP SUM	1.00	\$100.00	\$100.00
151 - SAMUEL DR:ELDERBERRY RD-WILD INDIGO LN - LUMP SUM	1.00	\$145.00	\$145.00
152 - SAWTOOTH LN:SHUMARD DR-LEGACY LN - LUMP SUM	1.00	\$600.00	\$600.00
153 - SCENIC RIDGE DR:BERKLEY DR-GLADSTONE DR - LUMP SUM	1.00	\$760.00	\$760.00
154 - SEVEN PINES AVE:GALILEO DR-SEVEN PINES CT - LUMP SUM	1.00	\$100.00	\$100.00
155 - SHADOW RIDGE TRL:157 FT W OF GREYSTONE LN-163 FT W OF BLUE ASTER TRL - LUMP SUM	1.00	\$605.00	\$605.00
156 - SHALE DR:150 FT E OF MICA RD-S PLEASANT VIEW RD - LUMP SUM	1.00	\$880.00	\$880.00
157 - SHUMARD DR:SAWTOOTH LN-SOUTHERN RIDGE TRL - LUMP SUM	1.00	\$510.00	\$510.00
158 - SILVERSTONE LN:450 FT E OF HAWKS RIDGE DR-WOODS RD - LUMP SUM	1.00	\$1,770.00	\$1,770.00
159 - SOUTHERN RIDGE TRL:SHUMARD DR-MID TOWN RD - LUMP SUM	1.00	\$825.00	\$825.00
160 - SOUTHRIDGE DR:ESKER DR-GLACIER HILL DR - LUMP SUM	1.00	\$430.00	\$430.00
161 - SPICEBUSH LN:MERRYTURN RD-WHITEHALL DR - LUMP SUM	1.00	\$360.00	\$360.00
162 - SPIRIT ST:510 FT E OF FARGO TRL-167 FT W OF LITTLE BEAR DR - LUMP SUM	1.00	\$1.00	\$1.00
163 - STONE ARBOR TRL:HARVEST MOON LN-269 FT S OF HARVEST MOON LN - LUMP SUM	1.00	\$195.00	\$195.00
164 - STONE CORNER CIR:SUMMER RIDGE DR-268 FT S OF SUMMER RIDGE DR - LUMP SUM	1.00	\$100.00	\$100.00
165 - STONEYWOOD BLVD:FARGO TRL-LITTLE BEAR DR - LUMP SUM	1.00	\$145.00	\$145.00
166 - STRAW HARVEST LN:ELDERBERRY RD-AUTUMN BREEZE RD - LUMP SUM	1.00	\$325.00	\$325.00
167 - SUMMER RIDGE DR:BUTTERFIELD DR-GLACIER HILL DR - LUMP SUM	1.00	\$110.00	\$110.00
168 - SUNBROOK RD:TOMSCOT TRL-SURREY CIR - LUMP SUM	1.00	\$100.00	\$100.00
169 - SUNDANCE DR:VALLEY VIEW RD-PINE HOLLOW PL - LUMP SUM	1.00	\$830.00	\$830.00
170 - SUTTERIDGE TRL:WESTERFIELD LN-BELLSGROVE LN - LUMP SUM	1.00	\$185.00	\$185.00
171 - SWAINSON DR:TIERCEL DR-ASHWORTH DR - LUMP SUM	1.00	\$135.00	\$135.00
172 - TALC TRL:SHALE DR-FLAGSTONE DR - LUMP SUM	1.00	\$810.00	\$810.00
173 - TIERCEL DR:SWAINSON DR-151 FT W OF RAPTOR DR - LUMP SUM	1.00	\$100.00	\$100.00
174 - TOMSCOT TRL:PORTAGE RD-SUNBROOK RD - LUMP SUM	1.00	\$130.00	\$130.00
175 - TONY DR:228 FT S OF HAZELCREST DR-PARK MEADOW DR - LUMP SUM	1.00	\$325.00	\$325.00
176 - TOTTENHAM RD:N WICKHAM CT-CANTERBURY RD - LUMP SUM	1.00	\$390.00	\$390.00
177 - TRADITION AVE:SOUTHERN RIDGE TRL-DEWBERRY DR - LUMP SUM	1.00	\$185.00	\$185.00
178 - TRAFALGER PL:KURT DR-254 FT E OF ANDREW WAY - LUMP SUM	1.00	\$145.00	\$145.00
179 - TRAVELER LN:MC CLELLAN DR-CALLISTO DR (NB) - LUMP SUM	1.00	\$100.00	\$100.00
180 - TRAVELER LN:CALLISTO DR (NB)-CALLISTO DR (SB) - LUMP SUM	1.00	\$100.00	\$100.00
181 - TREVOR WAY:726 FT N OF FLAGSTONE DR-792 FT S OF FLAGSTONE DR - LUMP SUM	1.00	\$540.00	\$540.00
182 - TURNER AVE:BUCKEYE RD-PFLAUM RD - LUMP SUM	1.00	\$1,885.00	\$1,885.00
183 - TWIN PINES DR:PRAIRIE ROSE RD-HAZELCREST DR - LUMP SUM	1.00	\$215.00	\$215.00
184 - VALLEY EDGE DR:GLACIER HILL DR-PARK MEADOW DR - LUMP SUM	1.00	\$170.00	\$170.00
185 - VENUS WAY:RUSTIC DR-487 FT N OF SATURN DR - LUMP SUM	1.00	\$360.00	\$360.00
186 - VENUS WAY:342 FT N OF GALILEO DR-GALILEO DR - LUMP SUM	1.00	\$180.00	\$180.00
187 - VERNON RD:855 FT N OF FAIRVIEW DR-1207 FT N OF FAIRVIEW DR - LUMP SUM	1.00	\$130.00	\$130.00
188 - VERNON RD:306 FT S OF HAZELCREST DR-HAZELCREST DR - LUMP SUM	1.00	\$100.00	\$100.00
189 - VICAR LN:WHITEHALL DR-161 FT E OF WHITEHALL DR - LUMP SUM	1.00	\$100.00	\$100.00
190 - VIDON DR:SUTTERIDGE TRL-143 FT N OF DI LORETO AVE - LUMP SUM	1.00	\$500.00	\$500.00
191 - WALNUT ST:KENDALL AVE-UNIVERSITY AVE - LUMP SUM	1.00	\$100.00	\$100.00
192 - WATERBEND DR:S PLEASANT VIEW RD-MID TOWN RD - LUMP SUM	1.00	\$975.00	\$975.00
193 - WESTERFIELD LN:SUTTERIDGE TRL-VIDON DR - LUMP SUM	1.00	\$225.00	\$225.00
194 - WESTRIDGE CIR:WAYRIDGE DR-113 FT SW OF WAYRIDGE DR - LUMP SUM	1.00	\$135.00	\$135.00

REPAIRING & SEALING PAVEMENT CRACK - LOCAL STREETS 2021

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Thunder  
Road LLC

Item	Quantity	Price	Extension
195 - WHITE FOX LN:144 FT E OF BIG STONE TRL-304 FT W OF BIG STONE TRL - LUMP SUM	1.00	\$145.00	\$145.00
196 - WHITEHALL DR:RETANA DR-QUEENSBRIDGE RD - LUMP SUM	1.00	\$110.00	\$110.00
197 - WILRICH ST:494 FT E OF FARGO TRL-FARGO TRL - LUMP SUM	1.00	\$180.00	\$180.00
198 - WILRICH ST:BEAR CLAW WAY-CHASKA DR - LUMP SUM	1.00	\$180.00	\$180.00
199 - WIND STONE DR:MILWAUKEE ST-LITTLEMORE DR - LUMP SUM	1.00	\$520.00	\$520.00
200 - WINDY PEAK RD:ARBOR MIST PASS-400 FT N OF SHADY BIRCH TRL - LUMP SUM	1.00	\$215.00	\$215.00
201 - WINTERGREEN DR:MESTA LN-PRAIRIE ROSE RD - LUMP SUM	1.00	\$430.00	\$430.00
202 - WOODRIDGE CT:SYCAMORE AVE-175 FT N OF SYCAMORE AVE - LUMP SUM	1.00	\$170.00	\$170.00
203 - ZWERG DR:S FRANKLIN AVE-GLENWAY ST - LUMP SUM	1.00	\$105.00	\$105.00
204 - ADAMS ST - VILAS AVE ALLEY:VAN BUREN ST-LINCOLN ST - LUMP SUM	1.00	\$195.00	\$195.00
205 - GOLDEN HUE - VISTA MEADOW ALLEY:GOLDEN HUE BLVD-VISTA MEADOW DR - LUMP SUM	1.00	\$215.00	\$215.00
206 - MILWAUKEE ST - RESTON HTS DR ALLEY:WIND STONE DR-MILWAUKEE ST - LUMP SUM	1.00	\$360.00	\$360.00
207 - MONROE ST - MADISON ST ALLEY:GARFIELD ST-HARRISON ST - LUMP SUM	1.00	\$105.00	\$105.00
208 - MOUND ST - CHANDLER ST ALLEY:S CHARTER ST-S RANDALL AVE - LUMP SUM	1.00	\$215.00	\$215.00
209 - ROMAN MIST - PINE LAWN ALLEY:VISTA MEADOW - ROMAN MIST ALLEY-VISTA MEADOW - PINE LAWN ALLEY - LUMP SUM	1.00	\$100.00	\$100.00
210 - SPIRIT ST - STONEYWOOD BLVD ALLEY:FARGO TRL-LITTLE BEAR DR - LUMP SUM	1.00	\$250.00	\$250.00
211 - VISTA MEADOW - PINE LAWN ALLEY:VISTA MEADOW DR-PINE LAWN PKWY - LUMP SUM	1.00	\$280.00	\$280.00
212 - VISTA MEADOW - PINE LAWN ALLEY:VISTA MEADOW - PINE LAWN ALLEY-VISTA MEADOW - PINE LAWN ALLEY - LUMP SUM	1.00	\$100.00	\$100.00
213 - VISTA MEADOW - ROMAN MIST ALLEY:ROMAN MIST WAY-VISTA MEADOW - PINE LAWN ALLEY - LUMP SUM	1.00	\$100.00	\$100.00
214 - VISTA MEADOW ALLEY:GOLDEN HUE - VISTA MEADOW ALLEY-VISTA MEADOW DR - LUMP SUM	1.00	\$100.00	\$100.00
40602 - PAVEMENT CRACK SEALING - LINEAR FOOT (UNDISTRIBUTED) - LINEAR FOOT	10000.00	\$0.60	\$6,000.00
<b>215 Items</b>	<b>Totals</b>		<b>\$81,575.00</b>

## SECTION G: BID BOND

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

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

### **REPAIRING AND SEALING PAVEMENT CRACKS – LOCAL STREETS 2021 CONTRACT NO. 8579**

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

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

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

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

Seal PRINCIPAL

Thunder Road, LLC.  
Name of Principal

*Michelle Frowel*  
By

4/16/2021  
Date

Michelle Frowel, member  
Name and Title

Seal SURETY

Merchants National Bonding, Inc.  
Name of Surety

*Dawn M. Baker*  
By

April 16, 2021  
Date

Dawn M Baker, Attorney-in-Fact  
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6488285 for the year 2021, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

April 16, 2021  
Date

*Dawn M. Baker*  
Agent Signature

N14 W23900 Stone Ridge Drive  
Address

Waukesha WI 53188  
City, State and Zip Code

262.338.7879  
Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Annette Dillon; Dawn Baker; Jenny L Hirth; Julia Liebelt

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

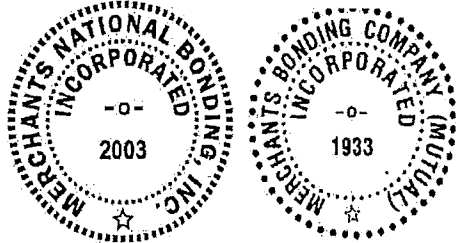
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of February, 2021



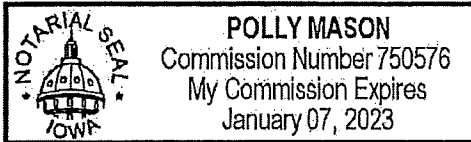
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 12th day of February, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



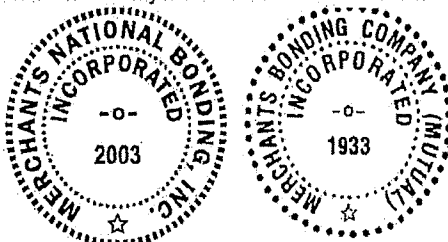
*Polly Mason*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April, 2021



*William Warner Jr.*

Secretary

## SECTION H: AGREEMENT

THIS AGREEMENT made this 5th day of May in the year Two Thousand and Twenty-One between THUNDER ROAD LLC hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 4, 2021, 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:

### REPAIRING AND SEALING PAVEMENT CRACKS – LOCAL STREETS 2021 CONTRACT NO. 8579

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 EIGHTY-ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND NO/100 (\$81,575.00) 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)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- 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.

**REPAIRING AND SEALING PAVEMENT CRACKS – LOCAL STREETS 2021  
CONTRACT NO. 8579**

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

Countersigned:

<u>[Signature]</u>	<u>5/18/21</u>
Witness	Date
<u>[Signature]</u>	<u>5/18/21</u>
Witness	Date

**THUNDER ROAD LLC**

<u>[Signature]</u>	<u>5/18/21</u>
Company Name	Date
<u>[Signature]</u>	<u>5/18/21</u>
President	Date
<u>N/A</u>	
Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u>[Signature]</u>	<u>6/9/21</u>
Finance Director	Date
<u>[Signature]</u>	<u>6/15/21</u>
Witness	Date
<u>[Signature]</u>	<u>5/28/21</u>
Witness	Date

<u>[Signature]</u>	<u>6/10/21</u>
City Attorney	Date
<u>[Signature]</u>	<u>6/15/21</u>
Mayor	Date
<u>[Signature]</u>	<u>5/28/21</u>
City Clerk	Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **THUNDER ROAD LLC** as principal, and Merchants National Bonding, Inc. Company of West Des Moines, Iowa as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **EIGHTY-ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND NO/100 (\$81,575.00)** 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:

**REPAIRING AND SEALING PAVEMENT CRACKS – LOCAL STREETS 2021  
CONTRACT NO. 8579**

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 5th day of May

Countersigned:

[Signature]  
Witness

THUNDER ROAD LLC  
Company Name (Principal)  
[Signature]  
President Seal

Secretary

Approved as to form:

[Signature]  
City Attorney

Merchants National Bonding, Inc.  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6523593 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 5, 2021  
Date

[Signature]  
Jenny L. Hirth  
Agent Signature

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Annette Dillon; Dawn Baker; Jenny L Hirth; Julia Liebelt

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

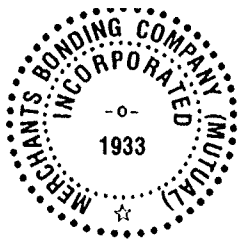
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of February, 2021.

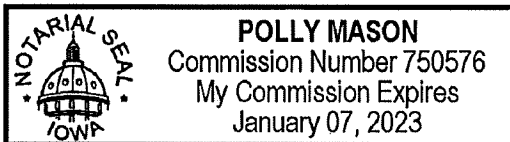


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 12th day of February, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of May, 2021.



*William Warner Jr.*  
Secretary