

Contract Routing Form

ROUTING: Routine

printed on: 04/14/2021

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

Project: 2021 Tennis and Basketball Court Resurfacings

Contract No.: 9446
Enactment No.: RES-21-00229
Dollar Amount: 55,927.30

File No.: 64571
Enactment Date: 04/01/2021

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4/14/21	4/14/21
Director of Civil Rights	4/16/21	4/16/21
Risk Manager	4/19/21	4/19/21 REV
Finance Director	4/19/21	
City Attorney	4/19/2021	4/20/2021
Mayor	4/22/2021	4/22/2021

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

Original + 2 Copies

04/14/2021 12:56:26 enjls - Kate Kane 261-9671

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



Legislation Details (With Text)

File #: 64571 **Version:** 1 **Name:** Awarding Public Works Contract No. 9446, 2021 Tennis and Basketball Court Resurfacings.

Type: Resolution **Status:** Passed

File created: 3/8/2021 **In control:** Engineering Division

On agenda: 3/30/2021 **Final action:** 3/30/2021

Enactment date: 4/1/2021 **Enactment #:** RES-21-00229

Title: Awarding Public Works Contract No. 9446, 2021 Tennis and Basketball Court Resurfacings. (3rd, 11th, 14th, and 16th ADs)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 9446BidOpeningTab.pdf, 2. 9446 contract.pdf

Date	Ver.	Action By	Action	Result
3/30/2021	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
3/17/2021	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
3/8/2021	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for 2021 Tennis and Basketball Court Resurfacings at a total estimated cost of \$60,401 including contingency. Funding for the project is available in Munis 13431-51-200 and 13432-51-200. No additional appropriation is required.

Awarding Public Works Contract No. 9446, 2021 Tennis and Basketball Court Resurfacings. (3rd, 11th, 14th, and 16th ADs)

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. 9446) for itemization of bids.

EN- Steve Danner-Rivers

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 9446
2021 TENNIS AND BASKETBALL COURT RESURFACINGS

FAHRNER ASPHALT SEALERS, L.L.C.

\$ 55,927.30

Acct. No. 13431-51-200:54250(91265)	\$ 20,398.50
Contingency 8%±	<u>1,631.50</u>
Sub-Total	\$ 22,030.00

Acct. No. 13432-51-200:54250(91265)	\$ 35,528.80
Contingency 8%±	<u>2,842.20</u>
Sub-Total	\$ 38,371.00

GRAND TOTAL \$ 60,401.00

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9446
2021 TENNIS AND BASKETBALL COURT RESURFACINGS

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Contingency 8%±	<u>2,842.20</u>
Sub-Total	\$ 38,371.00

GRAND TOTAL	<u>\$ 60,401.00</u>
-------------	---------------------



Demographics

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

Address

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

Phone, Email, Website

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

Company Type

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

Appointments

Show entries Showing 1 to 1 of 2578 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Casualty	07/29/2010	02/12/2021	03/15/2022

Line Of Business

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

Contact

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

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Western Surety Company	

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\$55,927.30
ORIGINAL

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

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2021 TENNIS AND BASKETBALL COURT RESURFACINGS

CONTRACT NO. 9446

MUNIS NO. 13431-51-200 & 13432-51-200

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 30, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

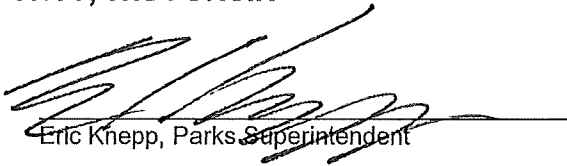
**2021 TENNIS AND BASKETBALL COURT RESURFACINGS
CONTRACT NO. 9446**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

EK: kk

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	2021 TENNIS AND BASKETBALL COURT RESURFACINGS
CONTRACT NO.:	9446
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/25/2021
BID SUBMISSION (2:00 P.M.)	3/4/2021
BID OPEN (2:30 P.M.)	3/4/2021
PUBLISHED IN WSJ	2/18/2021 & 2/25/2021

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

BIDS TO BE SUBMITTED: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. Please note that in support of social distancing during COVID-19, 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 on the door and staff will come to the door to receive 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 responsibly to COVID-19 impacts to services. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (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.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

2021 TENNIS AND BASKETBALL COURT RESURFACINGS CONTRACT NO. 9446

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).

SECTION 104: SCOPE OF WORK

This project consists of resurfacing and/or power-washing existing tennis and pickleball courts including crack sealing, seal coating, and court line painting at four (4) City of Madison project sites including Garner, Kennedy, Richmond Hill and Waunona Parks.

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

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

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

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

SECTION 105.12: COOPERATION BY CONTRACTOR

The Contractor shall be required to contact the City of Madison Athletic Fields & Courts scheduler Mark Crosby at (608) 266-4713 at least 3 business days in advance of starting construction to avoid scheduling conflicts at the court sites.

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor shall attend a pre-construction meeting prior to the start of construction.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the sites not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and is considered incidental to this contract.

SECTION 105.13: ORDER OF COMPLETION

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

Several of the sport court facilities have existing reservations during which work under the contract will not be allowed. The Contractor shall complete the work under the contract with respect to the following start dates:

1. Garner Park pickleball courts – start following receipt of “Start to Work” letter and complete on or before 6/14/2021
2. All other court locations – start following completion of Garner Park pickleball courts and complete on or before 8/16/2021.

SECTION 109.2: PROSECUTION OF THE WORK

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

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

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

SECTION 109.7: TIME OF COMPLETION

Work on the 2021 Tennis and Basketball Court Resurfacing Contract shall begin on or around 5/17/2021 and shall be completed by 8/16/2021.

SECTION 110.1: MEASUREMENT OF QUANTITIES

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

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

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

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

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

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

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

- Garner Park pickleball courts – 1,770 linear feet (LF)
- Kennedy Park tennis courts – 600 linear feet (LF)
- Waunona Park tennis courts – 1,480 linear feet (LF)

The above listed quantities include combined quantities for both cracks greater and less than 3/8" width.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90001 - PAVEMENT SEAL COAT – 3 COLOR – ACRYLIC

Work under this bid item shall include all costs associated with seal coating existing 3-color acrylic sport courts as specified in these special provisions.

SURFACE PREPARATION: Prior to beginning work, the Contractor shall remove and store pickleball court nets (total of six (6) nets). All surfaces shall be power washed and cleaned prior to the application of acrylic resurfacer product. All surfaces to be coated shall be sound, smooth, and free from dust, tree leaves and/or seeds, lawn, dirt, and oily materials.

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

DEPRESSIONS: Prior to the application of surfacing materials, the entire surface shall be checked for minor depressions or irregularities. Contractor shall perform a flood test to identify and locate any depressions that hold more than a nickel's thickness of water. **Contractor shall contact Engineer a minimum of 24 hours prior to performing the flood test to coordinate a site inspection by the City.**

After the court has been flooded and allowed to drain, any depressions meeting the depth requirements described above shall be corrected by applying a tack coat of diluted court patch binder. The binder shall be allowed to thoroughly dry prior to filling depression with court patch binder high strength acrylic latex bonding liquid.

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

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

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

Pavement Seal Coat – 3 Color - Acrylic as defined in this bid item shall be applied to the following courts:

- Garner Park pickleball courts – 1,626 square yards

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

METHOD OF MEASUREMENT

Pavement Seal Coat – -3 Color - Acrylic shall be paid per square yard.

BASIS OF PAYMENT

Pavement Seal Coat – 3 Color - Acrylic shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 - PAVEMENT SEAL COAT – ACRYLIC

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

SURFACE PREPARATION: Prior to beginning work, the Contractor shall remove and store tennis court nets (total of four (4) nets). All surfaces shall be power washed and cleaned prior to the application of acrylic resurfacer product. All surfaces to be coated shall be sound, smooth, and free from dust, lawn, dirt, and oily materials.

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

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

be allowed to thoroughly dry prior to filling depression with court patch binder high strength acrylic latex bonding liquid.

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

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

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

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

- Kennedy Park tennis courts – 1,626 square yards
- Waunona Park tennis courts – 1,626 square yards

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90003 - TENNIS COURT LINE PAINTING

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

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

- Kennedy Park – 2 courts
- Waunona Park – 2 courts

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

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

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is

imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all gates until completion, and shall leave the site in a clean condition.

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

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

METHOD OF MEASUREMENT

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

BID ITEM 90004 – YOUTH TENNIS COURT LINE PAINTING – KENNEDY PARK

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

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

- Kennedy Park – 2 courts

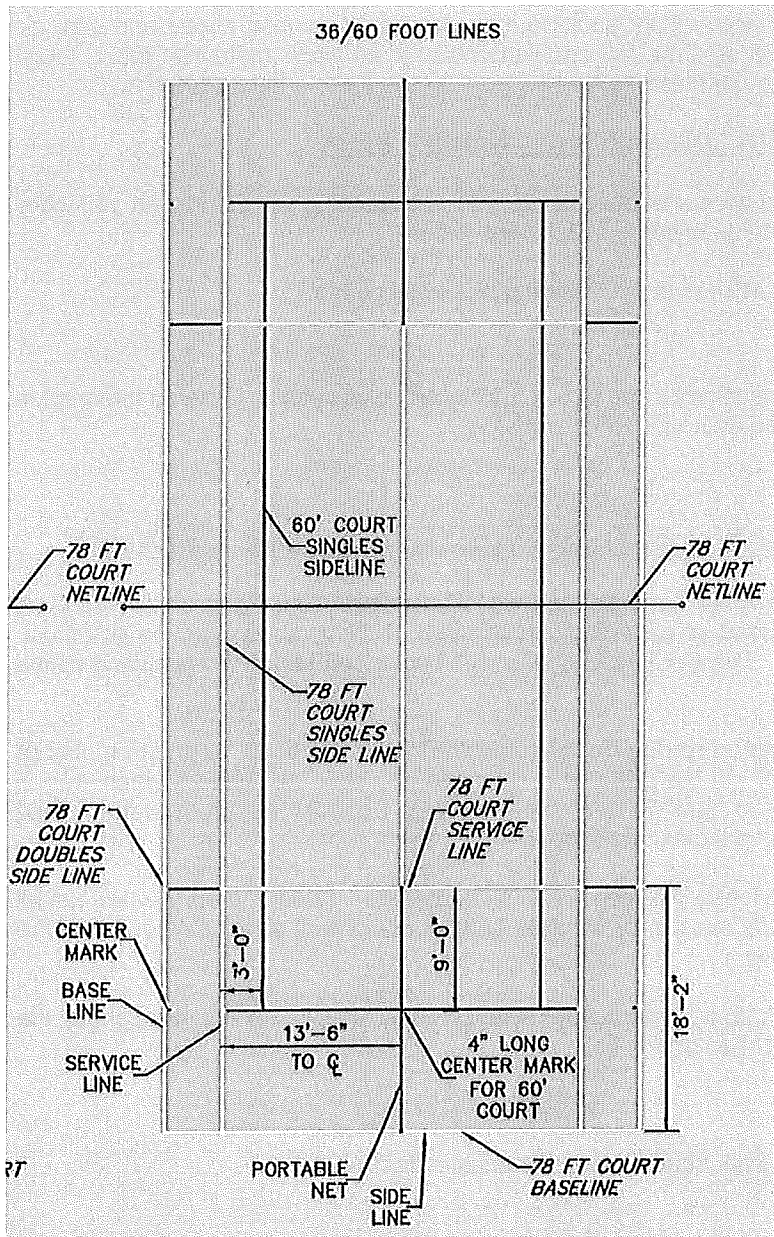
All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All tennis court lines shall be painted light green. The Contractor shall submit color samples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

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

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

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

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



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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90005 – PICKLEBALL COURT LINE PAINTING – GARNER PARK

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

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

- Garner Park – 6 courts

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

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

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90006 – PICKLEBALL COURT LINE PAINTING – WAUNONA PARK

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

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

- Waunona Park – 2 courts

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

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

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90007 – POWER WASH COURTS – RICHMOND HILL PARK

Work under this item shall include all costs associated with power washing the existing tennis courts at Richmond Hill Park. Prior to beginning work, the Contractor shall remove and temporarily store tennis court nets. All surfaces shall then be power washed and cleaned to remove existing dirt and stains.

The Contractor shall note that water is not available at the site.

METHOD OF MEASUREMENT

Power Wash Courts – Richmond Hill Park shall be measured per each individual court as listed in the proposal page.

BASIS OF PAYMENT

Power Wash Courts – Richmond Hill Park shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT

2021 TENNIS AND BASKETBALL COURT RESURFACINGS
CONTRACT NO. 9446

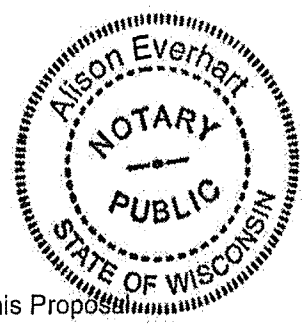
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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.

- 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 Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- 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.
- 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.
- 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).
- I hereby certify that all statements herein are made on behalf of Fahrner Asphalt Sealers, LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Jim Rzymialski
 SIGNATURE Jim Rzymialski
Vice President
 TITLE, IF ANY

Sworn and subscribed to before me this
24th day of February, 2021

(Notary Public or other officer authorized to administer oaths)
 My Commission Expires 5/15/2024
 Bidders shall not add any conditions or qualifying statements to this Proposal



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

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

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

<u>Name</u>	<u>Title</u>
Kent Kutnink	President and Treasurer
Jeffrey Schuh	Vice President
Thomas D. Johndro	Vice President
Kevin Kruckow	Vice President
Troy Carlson	Vice President
Michael S. Frodl	Vice President
Jacob Gale	Secretary
Tyler Cass	Assistant Secretary
Jeff Salewske	Assistant Secretary
James Rozumialski	

Dated this 3rd day of April, 2019.



Steven C. Mathy, Director



Scott P. Mathy, Director

Contract 9446 – Fahrner Asphalt Sealers, L.L.C.

Section F: Best Value Contracting (BVC) Form

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

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

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

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.
Pavement crack sealing, pavement seal coating, tennis court and pickleball court line painting.

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

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

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

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

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

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

2021 TENNIS AND BASKETBALL COURT RESURFACINGS

CONTRACT NO. 9446
 DATE: 3/4/2021

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

Item	Quantity	Price	Extension
Section B: Proposal Page			
90000 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS -GARNER PARK - LF	1770.00	\$3.00	\$5,310.00
90000.1 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - KENNEDY PARK - LF	600.00	\$3.00	\$1,800.00
90000.2 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - WAUNONA PARK - LF	1480.00	\$3.00	\$4,440.00
90001 - PAVEMENT SEAL COAT - 3 COLOR - ACRYLIC - GARNER PARK - SY	1626.00	\$7.25	\$11,788.50
90002 - PAVEMENT SEAL COAT - ACRYLIC - KENNEDY PARK - SY	1626.00	\$6.80	\$11,056.80
90002.1 - PAVEMENT SEAL COAT - ACRYLIC - WAUNONA PARK - SY	1626.00	\$7.00	\$11,382.00
90003 - TENNIS COURT LINE PAINTING - EA	4.00	\$750.00	\$3,000.00
90004 - YOUTH TENNIS COURT LINE PAINTING - KENNEDY PARK - EA	2.00	\$425.00	\$850.00
90005 - PICKLEBALL COURT LINE PAINTING - GARNER PARK - EA	6.00	\$550.00	\$3,300.00
90006 - PICKLEBALL COURT LINE PAINTING - WAUNONA PARK - EA	2.00	\$550.00	\$1,100.00
90007 - POWER WASH COURTS - RICHMOND HILL PARK - EA	2.00	\$950.00	\$1,900.00
11 Items	Totals		\$55,927.30



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

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

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
Christopher J. Pelykowski, P.E.
John S. Fahrney, P.E.

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

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

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

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of January 1, 2021 through January 31, 2023.

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

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

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

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

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


PRINCIPAL

Fahrner Asphalt Sealers, L.L.C. December 4, 2020
COMPANY NAME AFFIX SEAL ^{"NO CORPORATE SEAL ADOPTED"} DATE

By: 
SIGNATURE AND TITLE Kent Kutnink, President


SURETY

Western Surety Company December 4, 2020
COMPANY NAME AFFIX SEAL DATE

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

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 8856714 for the year * and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.
*2021-2023

December 4, 2020
DATE


AGENT SIGNATURE Nicole Langer

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

Bloomington, MN 55437
CITY, STATE AND ZIP CODE

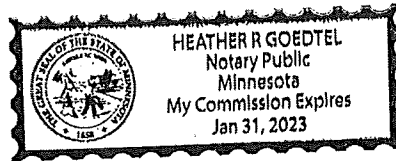
763.302.7100
TELEPHONE NUMBER

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

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 4th day of December 2020, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Heather R. Goedel
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of December, 2019.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of December, 2019, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of December, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 31st day of March in the year Two Thousand and Twenty-One between **FAHRNER ASPHALT SEALERS, L.L.C.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MARCH 30, 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:

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2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **FIFTY-FIVE THOUSAND NINE HUNDRED TWENTY-SEVEN AND 30/100 (\$55,927.30)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

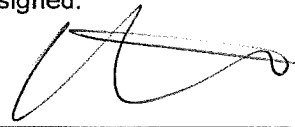
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

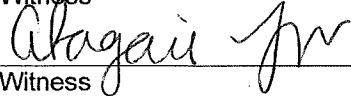
**2021 TENNIS AND BASKETBALL COURT RESURFACINGS
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IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

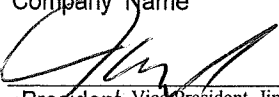
FAHRNER ASPHALT SEALERS, L.L.C.

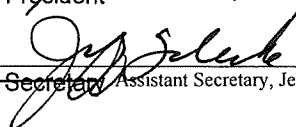


 Witness Date
 3/31/21


 Witness Date
 3/31/21

Company Name



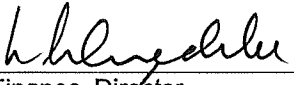
 President Vice President, Jim Rozumalski Date
 3/31/21


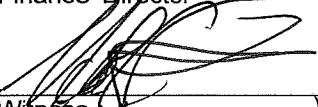
 Secretary Assistant Secretary, Jeff Salewske Date
 3/31/21

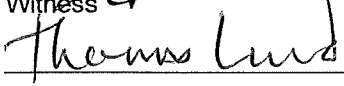
CITY OF MADISON, WISCONSIN

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

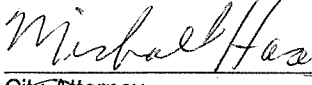
Approved as to form:

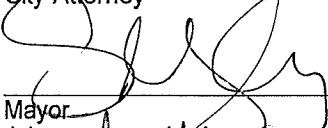


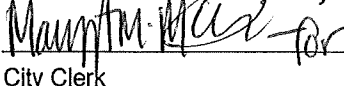
 Finance Director Date
 4/19/21


 Witness Date
 4/22/21


 Witness Date
 4/14/21



 City Attorney Date
 4/20/21


 Mayor Date
 4/22/21


 City Clerk Date
 4/14/21

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **FAHRNER ASPHALT SEALERS, L.L.C.** as principal, and Western Surety Company Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FIFTY-FIVE THOUSAND NINE HUNDRED TWENTY-SEVEN AND 30/100 (\$55,927.30)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

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

Signed and sealed this 31st day of March, 2021

Countersigned:

[Signature]

Witness

[Signature]
Secretary Assistant Secretary, Jeff Salewske

FAHRNER ASPHALT SEALERS, L.L.C.
Company Name (Principal)
[Signature]
President Vice President, Jim Rozumalski



Approved as to form:

Michael Herz
City Attorney

Western Surety Company
Surety Seal
 Salary Employee Commission

By [Signature]
Attorney-In-Fact Nicole Langer

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8856714 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 31, 2021
Date

[Signature]
Agent Signature Nicole Langer

Surety Acknowledgment

State of Minnesota }
 } ss.
County of Hennepin }

On this 31st day of March 2021, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Kelly Nicole Enghauser
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of December, 2019.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of December, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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