

Pool

Contract Routing Form

ROUTING: Urgent Rush

printed on: 03/13/2019

Contract between: RG Huston Co Inc
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Williamson Street and East Wilson Street Assessment District
- 2019

Contract No.: 8296
Enactment No.: RES-19-00174
Dollar Amount: 2,918,020.00

File No.: 54703
Enactment Date: 03/08/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-13-19	3-13-19
Director of Civil Rights	3/13/19	3/20/19 MCR
Risk Manager	3-20-19	3-20-19
Finance Director	3-20-19	3/21/19 MCR
City Attorney	098 3-25-19	3-26-19
Mayor	3-26-19	3/26/19

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

Original + 2 Copies

03/13/2019 10:59:58 enjls - Jim Wolfe 266-4099

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



Legislation Details (With Text)

File #: 54703 **Version:** 1 **Name:** Awarding Public Works Contract No. 8296, Williamson Street and East Wilson Street Assessment District - 2019.

Type: Resolution **Status:** Passed

File created: 2/13/2019 **In control:** Engineering Division

On agenda: 3/5/2019 **Final action:** 3/5/2019

Enactment date: 3/8/2019 **Enactment #:** RES-19-00174

Title: Awarding Public Works Contract No. 8296, Williamson Street and East Wilson Street Assessment District - 2019. (6th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8296 .pdf

Date	Ver.	Action By	Action	Result
3/5/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
2/20/2019	1	BOARD OF PUBLIC WORKS		
2/13/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Williamson Street and East Wilson Street reconstruction project at a total estimated cost of \$3,151,450. The adopted 2019 capital budget for Engineering-Major Streets authorizes \$21.8 million via the Reconstruction Streets capital program. Project funding is provided by GO Borrowing, special assessments, and associated utility funding as follows:

- Major Streets - \$2,116,230
- Traffic Engineering - \$169,490
- Sewer Utility - \$559,490
- Stormwater Utility - \$253,080
- Water Utility - \$53160

Awarding Public Works Contract No. 8296, Williamson Street and East Wilson Street Assessment District - 2019. (6th AD)

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

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

See attached document (Contract No. 8296) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 8296
WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT - 2019

R. G. HUSTON CO., INC.	\$2,918,020.00
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Acct. No. 11944-402-170: 54410 (91350)	\$1,788,019.13
Contingency 8%±	<u>143,040.87</u>
Sub-Total	\$1,931,060.00

Acct. No. 11944-402-174:54445 (91345)	\$104,930.00
Contingency 8%±	<u>8,390.00</u>
Sub-Total	\$113,320.00

Acct. No. 11944-84-174:54445 (91345)	\$234,334.21
Contingency 8%±	<u>18,745.79</u>
Sub-Total	\$253,080.00

Acct. No. 11944-83-173:54445 (91345)	\$518,042.09
Contingency 8%±	<u>41,447.91</u>
Sub-Total	\$559,490.00

Acct. No. 11944-86-179: 54445 (91360)	\$49,226.07
Contingency 8%±	<u>3,933.93</u>
Sub-Total	\$53,160.00

Acct. No. 11944-45-176:54430 (96882)	\$156,940.50
Contingency 8%±	<u>12,549.50</u>
Sub-Total	\$169,490.00

Acct. No. 11944-402-177:54435 (91232)	\$66,528.00
Contingency 8%±	<u>5,322.00</u>
Sub-Total	\$71,850.00

GRAND TOTAL	<u>\$3,151,450.00</u>
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Jurisdiction: Wisconsin

Demographics

Company Name: Travelers Casualty and Surety Company of America
 SBS Company Number: 54218780
 Domicile Type: Foreign
 NAIC Group Number: 3548 - Travelers Grp
 Merger Flag: Yes

NAIC CoCode: 31194
 State of Domicile: Connecticut
 Organization Type: Stock

Short Name:
 FEIN: 06-0907370
 Country of Domicile: United States
 Date of Incorporation: 07/18/1974

Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
1 TOWER SQ HARTFORD, CT 06183 United States	1 TOWER SQ HARTFORD, CT 06183 United States	1 TOWER SQ HARTFORD, CT 06183 United States	1 TOWER SQ HARTFORD, CT 06183 United States

Phone, Email, Website

Phone Type	Number	Email	Website
Business Primary Phone	(860) 277-0111	No results found.	No results found.

Company Type

Company Type: Property and Casualty
 Status: Active
 Effective Date: 07/01/1997
 Issue Date: 09/10/1975
 Articles of Incorporation Received: No

Status Reason:
 Legacy State ID: 110846
 Approval Date:
 Article No:

Status Date: 09/10/1975
 File Date:
 COA Number:

Appointments

Show 10 entries Showing 1 to 8 of 4395 entries

License Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS DIESSNER	365288	365288	Intermediary (Agent) Individual	Casualty	05/29/2013	01/24/2019	03/15/2020
DENNIS KUHNKE	283914	283914	Intermediary (Agent) Individual	Casualty	02/06/2015	01/24/2019	03/15/2020
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Casualty	06/15/1993	01/24/2019	03/15/2020
JOHN DENNIS	993414	993414	Intermediary (Agent) Individual	Casualty	11/12/2015	01/24/2019	03/15/2020
DENNIS DIESSNER	365288	365288	Intermediary (Agent) Individual	Property	05/29/2013	01/24/2019	03/15/2020
DENNIS KUHNKE	283914	283914	Intermediary (Agent) Individual	Property	02/06/2015	01/24/2019	03/15/2020
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Property	06/15/1993	01/24/2019	03/15/2020
JOHN DENNIS	993414	993414	Intermediary (Agent) Individual	Property	11/12/2015	01/24/2019	03/15/2020

First Previous 1 Next Last

Line Of Business

Show 10 entries Showing 1 to 10 of 11 entries

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Workers Compensation Insurance	Workers Compensation Insurance	06/28/1990
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

First Previous 1 2 Next Last

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
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Company Merger							
SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54221052	22535	Seaboard Surety Company	Property and Casualty	N	N	01/02/2009	
Companies Absorbed							

Name Change History		
Previous Name	New Name	Effective Date
	Aetna Casualty & Surety Company of America	09/10/1975
Aetna Casualty & Surety Company of America	Travelers Casualty and Surety Company of America	07/01/1997

\$85,230.00
CONTRACTOR'S OFFICE COPY

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

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2019 DOOR CREEK PARK TENNIS COURTS PHASE II

CONTRACT NO. 8348

MUNIS NO. 19006-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 5, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

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:	2019 DOOR CREEK TENNIS COURTS PHASE II
CONTRACT NO.:	8348
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	1/25/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	1/31/2019
BID SUBMISSION (2:00 P.M.)	2/7/2019
BID OPEN (2:30 P.M.)	2/7/2019
PUBLISHED IN WSJ	1/17/2019, 1/24/2019 & 1/31/2019

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

**2019 DOOR CREEK PARK TENNIS COURTS PHASE II
CONTRACT NO. 8348**

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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: KNK

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (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 <input type="checkbox"/> Asphalt Paving | 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units |
| 205 <input type="checkbox"/> Blasting | 270 <input type="checkbox"/> Retaining Walls, Reinforced Concrete |
| 210 <input type="checkbox"/> Boring/Pipe Jacking | 275 <input type="checkbox"/> Sanitary, Storm Sewer and Water Main Construction |
| 215 <input type="checkbox"/> Concrete Paving | 276 <input type="checkbox"/> Sawcutting |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Flat Work | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work | 285 <input type="checkbox"/> Sewer Lining |
| 222 <input type="checkbox"/> Concrete Removal | 290 <input type="checkbox"/> Sewer Pipe Bursting |
| 225 <input type="checkbox"/> Dredging | 295 <input type="checkbox"/> Soil Borings |
| 230 <input checked="" type="checkbox"/> Fencing | 300 <input type="checkbox"/> Soil Nailing |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc. |
| 240 <input type="checkbox"/> Grading and Earthwork | 310 <input type="checkbox"/> Street Construction |
| 241 <input type="checkbox"/> Horizontal Saw Cutting of Sidewalk | 315 <input type="checkbox"/> Street Lighting |
| 242 <input type="checkbox"/> Infrared Seamless Patching | 318 <input checked="" type="checkbox"/> Tennis Court Resurfacing |
| 245 <input type="checkbox"/> Landscaping, Maintenance | 320 <input type="checkbox"/> Traffic Signals |
| 246 <input type="checkbox"/> Ecological Restoration | 325 <input type="checkbox"/> Traffic Signing & Marking |
| 250 <input type="checkbox"/> Landscaping, Site and Street | 332 <input type="checkbox"/> Tree pruning/removal |
| 251 <input type="checkbox"/> Parking Ramp Maintenance | 333 <input type="checkbox"/> Tree, pesticide treatment of |
| 252 <input type="checkbox"/> Pavement Marking | 335 <input type="checkbox"/> Trucking |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing | 340 <input type="checkbox"/> Utility Transmission Lines including Natural Gas, Electrical & Communications |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 399 <input type="checkbox"/> Other _____ |
| 262 <input type="checkbox"/> Playground Installer | |

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- | | |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 437 <input type="checkbox"/> Metals |
| 402 <input type="checkbox"/> Building Automation Systems | 440 <input type="checkbox"/> Painting and Wallcovering |
| 403 <input type="checkbox"/> Concrete | 445 <input type="checkbox"/> Plumbing |
| 404 <input type="checkbox"/> Doors and Windows | 450 <input type="checkbox"/> Pump Repair |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications | 455 <input type="checkbox"/> Pump Systems |
| 410 <input type="checkbox"/> Elevator - Lifts | 460 <input type="checkbox"/> Roofing and Moisture Protection |
| 412 <input type="checkbox"/> Fire Suppression | 464 <input type="checkbox"/> Tower Crane Operator |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000 | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000 | 466 <input type="checkbox"/> Warning Sirens |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000 | 470 <input type="checkbox"/> Water Supply Elevated Tanks |
| 428 <input type="checkbox"/> Glass and/or Glazing | 475 <input type="checkbox"/> Water Supply Wells |
| 429 <input type="checkbox"/> Hazardous Material Removal | 480 <input type="checkbox"/> Wood, Plastics & Composites - Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC) | 499 <input type="checkbox"/> Other _____ |
| 433 <input type="checkbox"/> Insulation - Thermal | |
| 435 <input type="checkbox"/> Masonry/Tuck pointing | |

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

2019 DOOR CREEK PARK TENNIS COURTS PHASE II CONTRACT NO. 8348

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104.4: 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 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 2019 Door Creek Park Tennis Courts Phase II contract shall begin on or around 3/25/2019 and shall be completed by 5/31/2019.

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.

ARTICLE 104: SCOPE OF WORK

This project consists of installing fencing, gates, net posts, benches, asphalt path and sport court finishing and striping at Door Creek Park.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

The ordering of benches is excluded from the scope of this work.

BID ITEM 10911 - MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits as shown on plans. The Contractor may only enter the construction site through the construction entrance as shown on the plans. THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE CONSTRUCTION LIMITS UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.

The Contractor is responsible for restoration of any damage to the site due to construction access.

METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum.

BASIS OF PAYMENT

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

BID ITEM 40202 – HMA PAVEMENT 4 LT 58-28S

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install HMA Pavement 4 LT 58-28 S in accordance with these plans and specifications and the latest edition of the Standard Specifications.

METHOD OF MEASUREMENT

HMA Pavement 4 LT 58-28 S shall be measured by the ton as listed on the proposal page without measurement thereof.

BASIS OF PAYMENT

HMA Pavement 4 LT 58-28 S 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.

BID ITEM 90000 – FURNISH AND INSTALL 12' HEIGHT CHAIN LINK FENCE, COMPLETE

DESCRIPTION

Work under this item shall include all labor, materials, equipment and incidentals necessary to install 12' fencing around the south tennis courts according to Detail 1, Sheet 1.4, and as shown on the plans. Included in the price per linear foot price will be all materials, labor, equipment and incidentals necessary to fabricate and install. All fencing shall be constructed of schedule 40 water pipe. **Contractor to note: no concrete footings are to be used for any of the fence work.**

METHOD OF MEASUREMENT

Furnish and Install 12' Height Chain Link Fence, Complete shall be measured by the linear foot, including walk in and maintenance gates.

BASIS OF PAYMENT

Furnish and Install 12' Height Chain Link Fence, Complete shall be paid for at the linear foot contract price for work as described and measured above.

BID ITEM 90001 – FURNISH AND INSTALL 4' WIDTH CHAIN LINK GATE, COMPLETE

DESCRIPTION

Work under this item shall include all labor, materials, equipment and incidentals necessary to install 4' width gates at the south tennis courts according to Detail 2, Sheet 1.4, and as shown on the plans. Included in the price per each gate price will be all materials, labor, equipment and incidentals necessary to fabricate and install a total of four (4), 4' wide walk in gates including framework, chain link fabric, fasteners and gate latches. All gate framework shall be constructed of schedule 40 water pipe. All gates are to be installed per industry standards and/or these plans and details.

Contractor to note: no concrete footings are to be used for any of the fence work.

METHOD OF MEASUREMENT

Furnish and Install 4' Width Chain Link Gate, Complete shall be measured by the linear foot, including walk in and maintenance gates.

BASIS OF PAYMENT

Furnish and Install 4' Width Chain Link Gate, Complete shall be paid for at the linear foot contract price for work as described and measured above.

BID ITEM 90002 – FURNISH AND INSTALL 10' WIDTH CHAIN LINK MAINTENANCE GATE, COMPLETE

DESCRIPTION

Work under this item shall include all labor, materials, equipment and incidentals necessary to install 4' width gates at the south tennis courts according to Detail 3, Sheet 1.4, and as shown on the plans. Included in the price per each gate price will be all materials, labor, equipment and incidentals necessary to fabricate and install a total of one (1), 10' wide (opening) maintenance gate including framework, chain link fabric, fasteners and gate latches. All gate framework shall be constructed of schedule 40 water pipe. All gates are to be installed per industry standards and/or these plans and details.

Contractor to note: no concrete footings are to be used for any of the fence work.

METHOD OF MEASUREMENT

Furnish and Install 10' Width Chain Link Maintenance Gate, Complete shall be measured by the linear foot, including walk in and maintenance gates.

BASIS OF PAYMENT

Furnish and Install 10' Width Chain Link Maintenance Gate, Complete shall be paid for at the linear foot contract price for work as described and measured above.

BID ITEM 90003 – FURNISH AND INSTALL NET POSTS

DESCRIPTION

Work under this item shall include all labor, materials, equipment and incidentals necessary to fabricate or purchase a total of eight (8) net posts according to Detail 2, Sheet 1.5 and install the net posts on the tennis courts per Detail 1, Sheet 1.5 Included in the price per post will be the hot mix patch installed after the net posts are installed. **Contractor to note: no concrete footings are to be used for installation of the net posts.**

METHOD OF MEASUREMENT

Method of measurement for the work described above will be per each including hot mix patch.

BASIS OF PAYMENT

Furnish and Install Net Posts, as measured above, shall be paid per each for the contract unit price as described above.

BID ITEM 90004 – FURNISH AND INSTALL NET TIE DOWNS

DESCRIPTION

Work under this item shall include all labor, materials, equipment and incidentals necessary to fabricate or purchase a total of four (4) net tie downs according to Detail 3, Sheet 1.5 and install the net tie downs on the tennis courts as shown in Detail 1 and on the plans..

METHOD OF MEASUREMENT

Method of measurement for the work described above will be per each installed.

BASIS OF PAYMENT

Furnish and Install Net Tie Downs, as measured above, shall be paid per each for the completed work as described above.

BID ITEM 90005 - INSTALL BENCH

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to assemble and install KayPark (Part #6FB4RP) backless bench, surface mounted at the locations specified on the plans. All handling and installation shall be according to manufacturer's specifications. The complete installation specifications are included in the shipment of equipment from the vendor. The benches shall be purchased by the City of Madison and ordered for delivery from the bench vendor to the City of Madison Parks Division's Goodman Maintenance Facility (1402 Wingra Creek Parkway, Madison WI 53715). The Contractor may contact Andy Peters (phone: 608-220-6501) to arrange pick-up of the benches from the facility.

The KayPark bench shall be purchased by the City of Madison and ordered for delivery from the vendor to the Contractor's pre-determined receiving location. The Contractor shall provide equipment and labor for off-loading, loading, and trucking as needed. The Contractor is responsible for storing and securing all deliveries and insuring the completeness of the bench order prior to installation. Original packing slips from each shipment shall be provided to the Engineer.

New benches shall be surface mounted to a 2'x 6', 5" thick concrete slab. Contractor to note – the cross section for the tennis court asphalt surface is 3" asphalt on top of 6" of ¾" gravel on top of 6" of 3" clear. Contractor will only have to remove 2" of ¾" gravel to get to the full depth for 5" concrete. The removal and disposal of this 2" of gravel is to be included in BID ITEM # 90005. The new concrete slabs shall be paid for under BID ITEM #30301 – 5 INCH CONCRETE SIDEWALK. Saw cutting for the concrete slab shall be paid per linear foot under BID ITEM #20303 SAW CUT BITUMINOUS PAVEMENT.

METHOD OF MEASUREMENT

Install Bench shall be measured per each individual installed bench as listed in the proposal page.

BASIS OF PAYMENT

Install Bench 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.

BID ITEM 90006 - 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 site for the quantities listed below:

- Door Creek Park tennis courts – 1,286 linear feet

The above listed quantity includes 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 90007 - 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: 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 (1) 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 (2) 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 courts a total of two (2) times. The square yard quantity described in the bid tab reflects the quantity required to seal coat the 3,200 square yard area a total of two times.

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 90008 - 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.

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 90009 – POWER WASH NORTH COURTS

Work under this item shall include all costs associated with power washing the existing (north) tennis courts. 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 black stains.

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

METHOD OF MEASUREMENT

Power Wash North Courts shall be measured per each individual court as listed in the proposal page.

BASIS OF PAYMENT

Power Wash North 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, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

END OF SPECIAL PROVISIONS



Madison Parks Division

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

play
**MADISON
PARKS**

January 25, 2019

NOTICE OF ADDENDUM ADDENDUM 1

CONTRACT NO. 8348

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

SPECIAL PROVISIONS:

Remove & replace BID ITEM 90007. The revised BID ITEM 90007 is listed, below.

BID ITEM 90007 - 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: 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 the site.

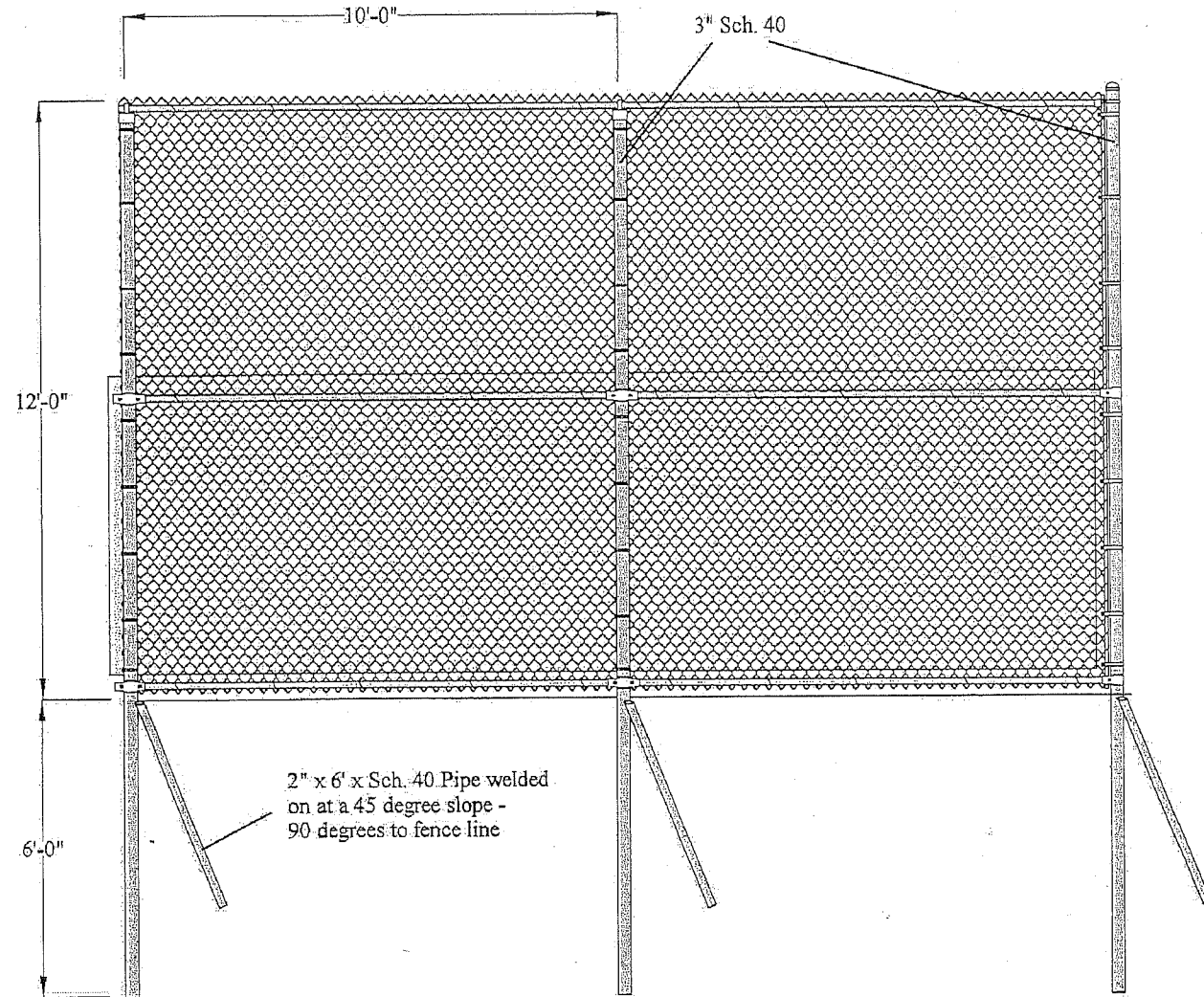
DEPRESSIONS: Prior to the application of surfacing materials, the entire surface shall be checked for minor depressions or irregularities. Contractor shall perform a flood test to identify and locate any depressions that hold more than a nickel's thickness of water. **Contractor shall contact Engineer 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, two (2) coats 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. The first coat shall be allowed to dry thoroughly prior to applying second coat. The Contractor shall submit manufacturer submittals to the Engineer for approval prior to start of work.

FINISH COATINGS: A minimum of two (2) finish coats of Sportmaster®, Plexipave® or Laykold® textured acrylic color coating shall be applied over entire surface by rubber bladed

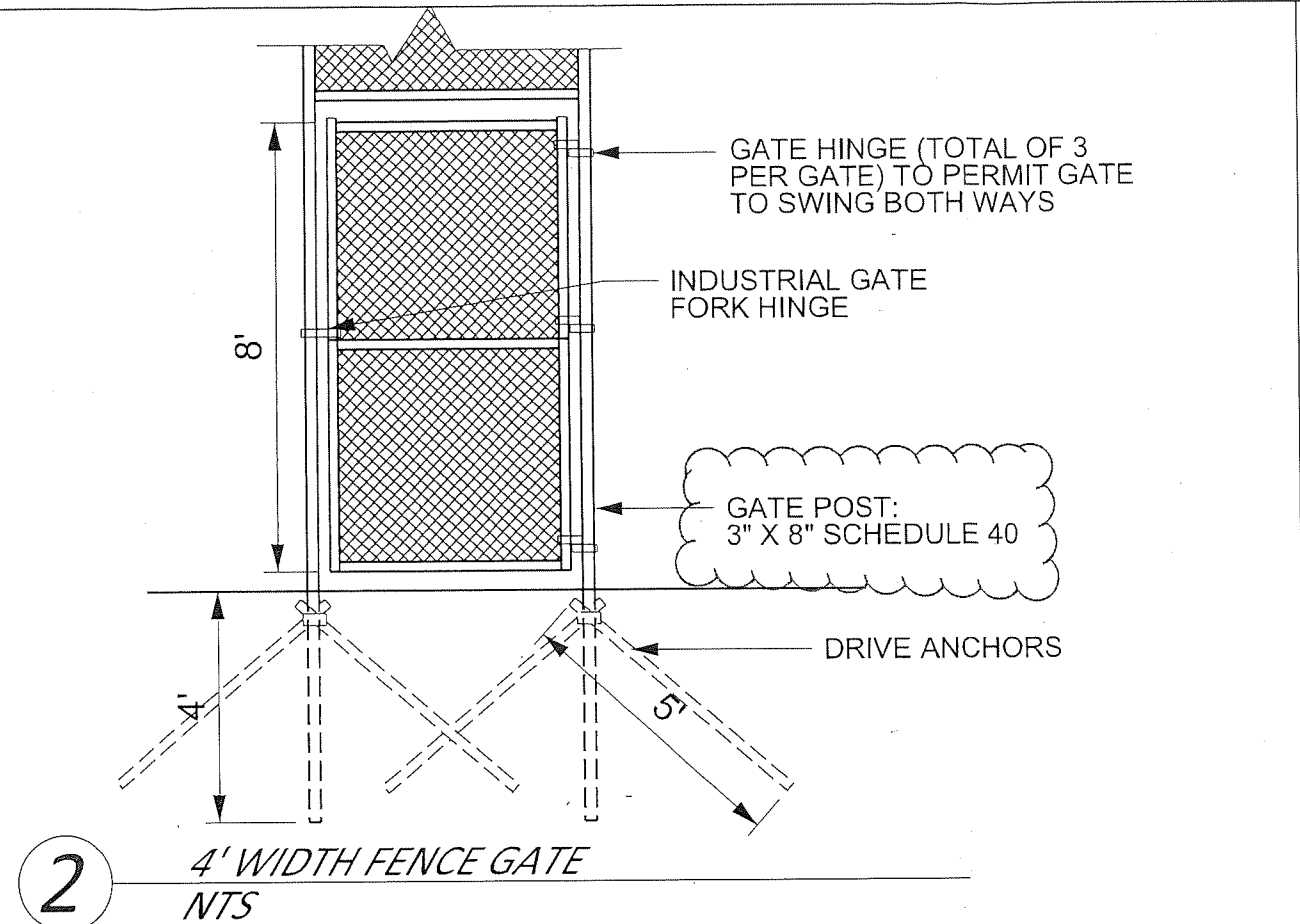
NOTES

- 1.) FABRIC, FRAME WORK AND FITTINGS FOR CHAIN LINK FENCE PER DETAILS SHOWN ON THIS SHEET AND IN SPECIFICATION SECTIONS 90000-90002
- 2.) END / CORNER POSTS SHALL BE 3" O.D. SCHEDULE 40 WATER PIPE, GALVANIZED; LINE POSTS SHALL BE 3" O.D. SCHEDULE 40 WATER PIPE; RAILS SHALL BE 1 5/8" O.D. SCHEDULE 40 WATER PIPE, GALVANIZED; DRIVE ANCHORS SHALL BE 2" GALVANIZED SCHEDULE 40 PIPE; FABRIC SHALL BE 1 3/4", 11-GAUGE MESH, ALUMINIZED.

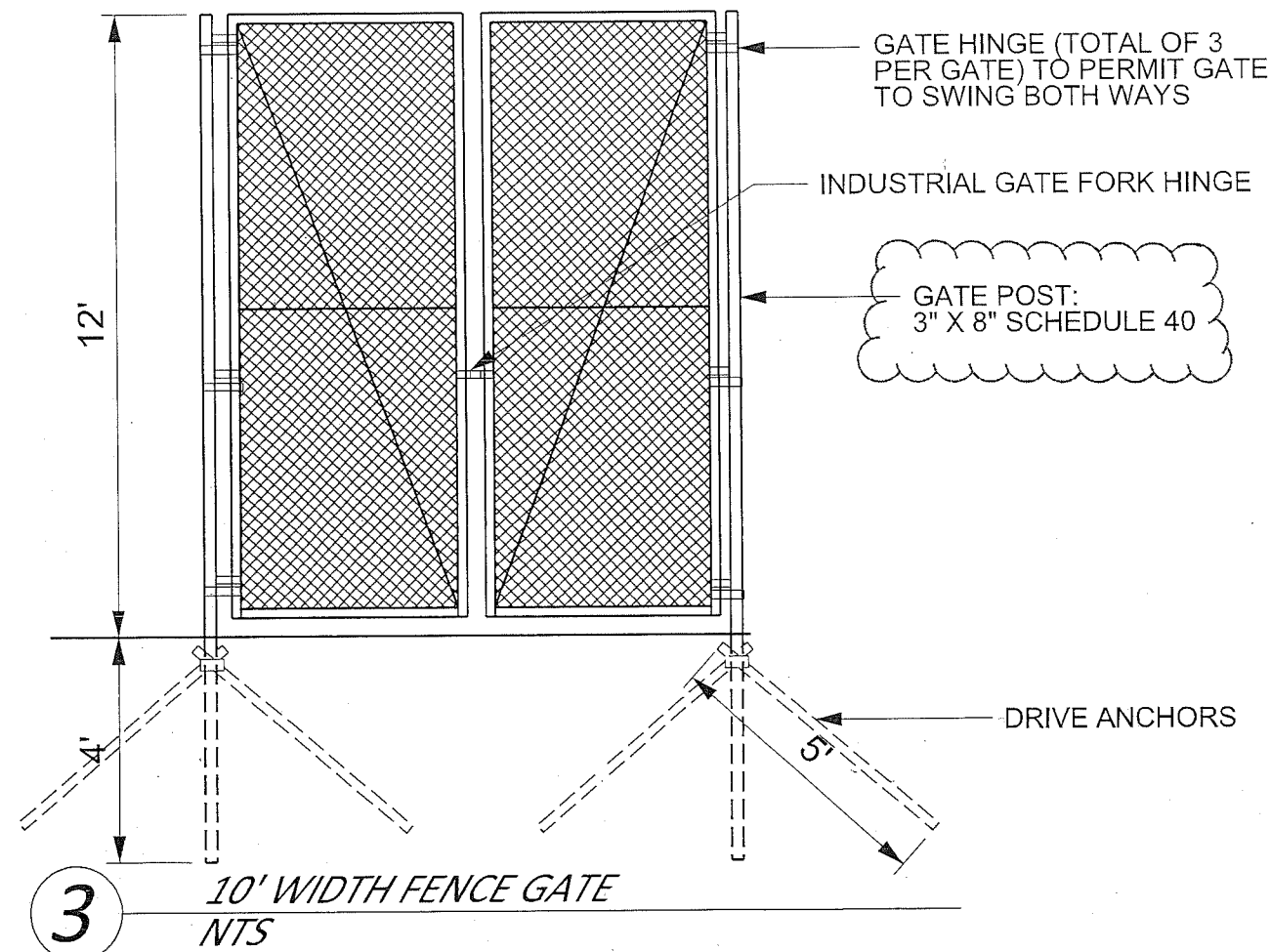


FABRIC	Height	Mesh	Gage	Selvage	Finish	TYPE
	12'	1 3/4"	11	KK	ALUM	
FRAMEWORK:	O.D.	WALL	WT PER FT	LENGTH		Schedule 40
END/CORNER POST:	3"	.203	5.79	18'		Schedule 40
LINE POST:	3"	.203	5.79	18'		Schedule 40
RAILS:	1 5/8"	.140	2.27	10' TYP.		Schedule 40

1 12' CHAIN LINK FENCE
NTS



2 4' WIDTH FENCE GATE
NTS



3 10' WIDTH FENCE GATE
NTS

City of Madison
Department of Public Works
PARKS DIVISION

City-County Building, Suite 104
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

play
**MADISON
PARKS**

PROJECT:
2019 DOOR
CREEK PARK
TENNIS COURTS
PHASE II

DOOR CREEK PARK
7035 LITTLEMORE DR
MADISON, WI 53718

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
ADDENDUM 1	1-29-2019
Advised for bid:	1-17-2019
Drawn by: KK	10-25-2018

PUBLIC WORKS PROJECT #:
8348

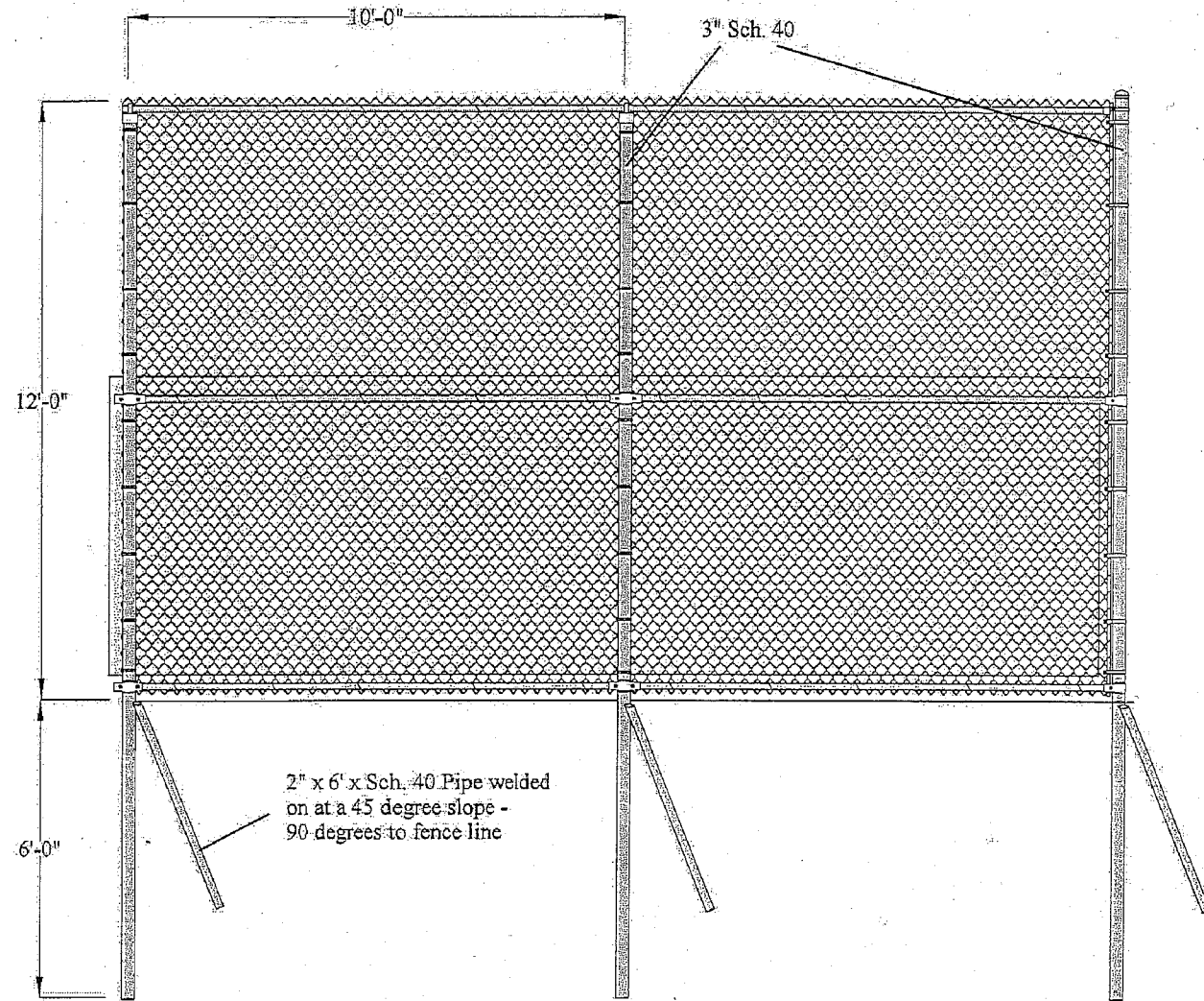
SHEET TITLE:
**FENCING AND NET
DETAILS**

SHEET NUMBER:
1.4

ADDENDUM

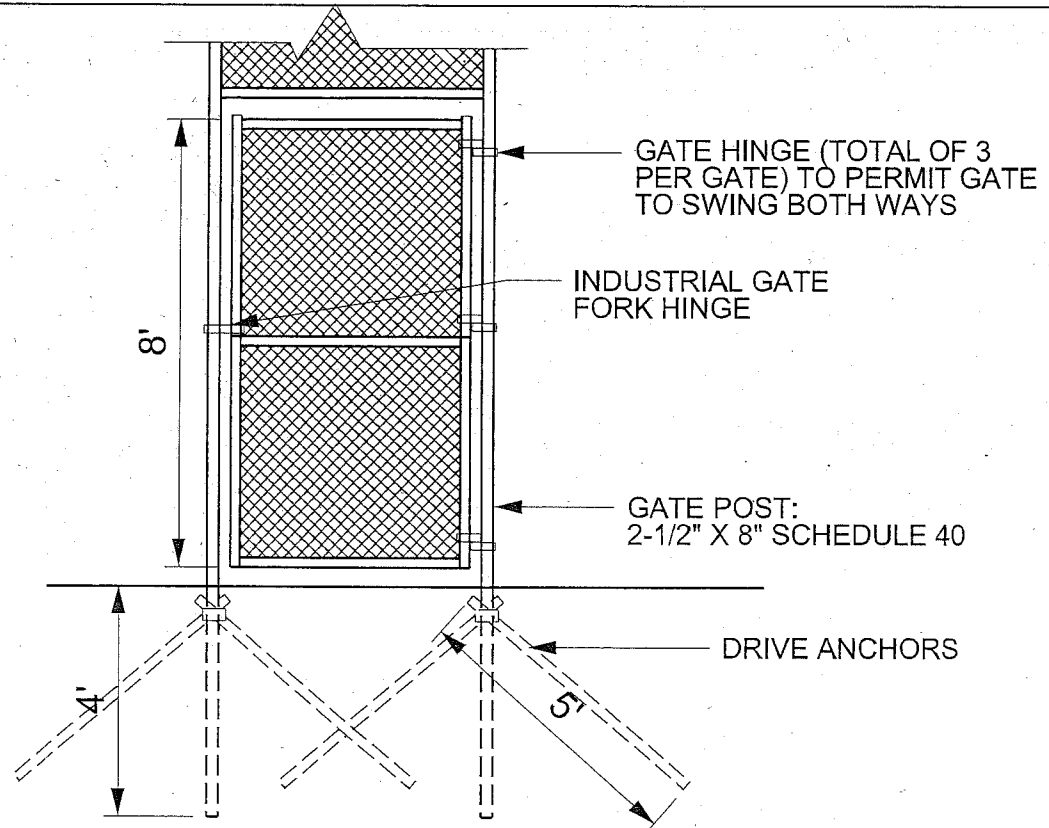
NOTES

- 1.) FABRIC, FRAME WORK AND FITTINGS FOR CHAIN LINK FENCE PER DETAILS SHOWN ON THIS SHEET AND IN SPECIFICATION SECTIONS 90000-90002
- 2.) END / CORNER POSTS SHALL BE 3" O.D. SCHEDULE 40 WATER PIPE, GALVANIZED; LINE POSTS SHALL BE 3" O.D. SCHEDULE 40 WATER PIPE; RAILS SHALL BE 1 5/8" O.D. SCHEDULE 40 WATER PIPE, GALVANIZED; DRIVE ANCHORS SHALL BE 2" GALVANIZED SCHEDULE 40 PIPE; FABRIC SHALL BE 1 3/4", 11-GAUGE MESH, ALUMINIZED.

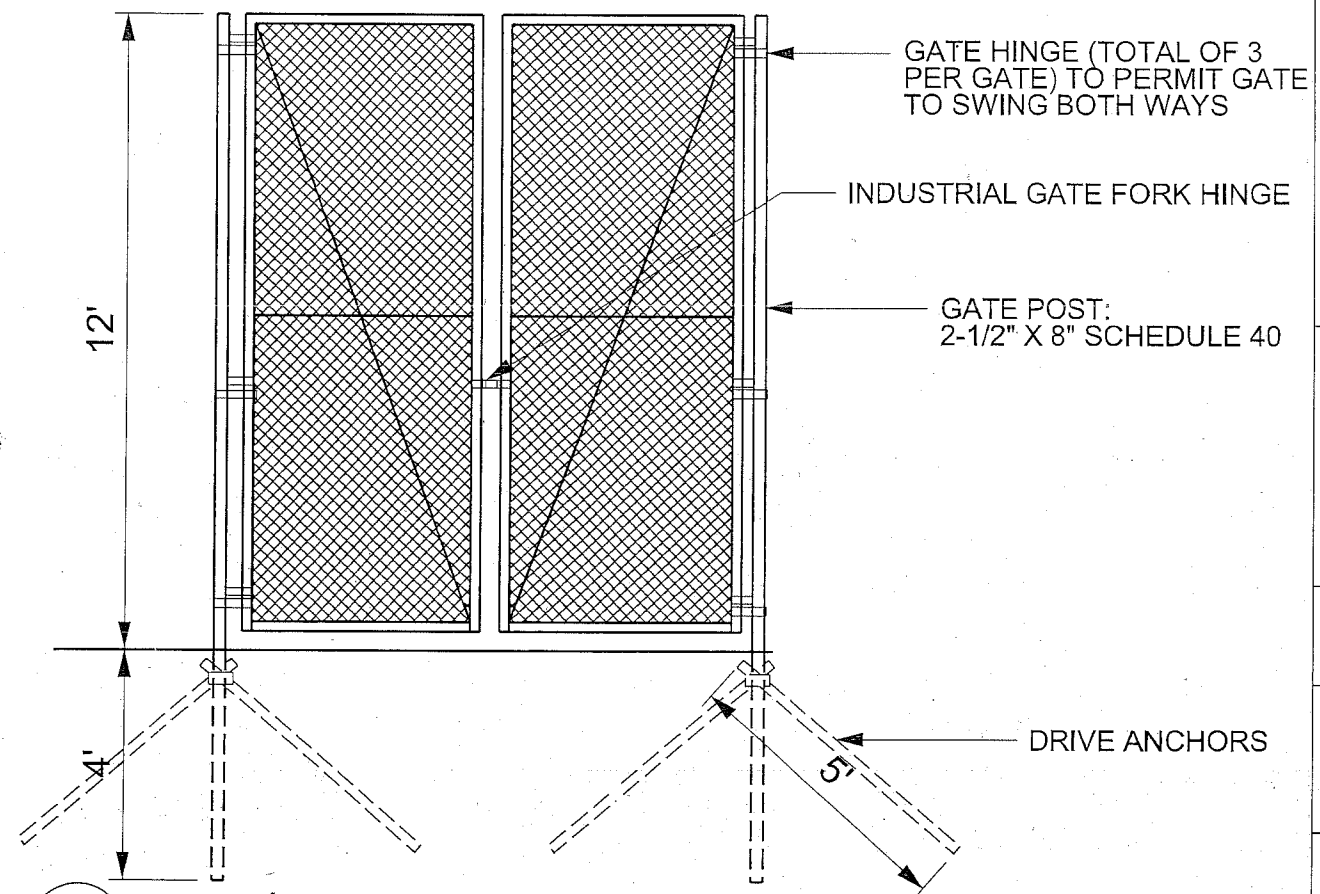


FABRIC	Height	Mesh	Gage	Selvage	Finish	TYPE
	12'	1 3/4"	11	KK	ALUM	
FRAMEWORK:	O.D.	WALL	WT PER FT	LENGTH		Schedule 40
END/CORNER POST:	3"	.203	5.79	18'		Schedule 40
LINE POST:	3"	.203	5.79	18'		Schedule 40
RAILS:	1 5/8"	.140	2.27	10' TYP.		Schedule 40

1 12' CHAIN LINK FENCE
NTS



2 4' WIDTH FENCE GATE
NTS



3 10' WIDTH FENCE GATE
NTS

City of Madison
Department of Public Works
PARKS DIVISION
City-County Building, Suite 104
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

play
**MADISON
PARKS**

PROJECT:
2019 DOOR
CREEK PARK
TENNIS COURTS
PHASE II

DOOR CREEK PARK
7035 LITTLEMORE DR
MADISON, WI 53718

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Advertised for bid:	1-17-2019
Drawn by: KK	10-25-2018

PUBLIC WORKS PROJECT #:
8348

SHEET TITLE:
FENCING AND NET
DETAILS

SHEET NUMBER:
1.4

ORIGINAL

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 install tennis court net tie downs and tennis court nets, both of which will be paid separately under Bid Item 90004.

Pavement Seal Coat - Acrylic as defined in this bid item shall be applied to the courts a total of two (2) times. The square yard quantity described in the bid tab reflects the quantity required to seal coat the 3,200 square yard area a total of two times.

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.

PROPOSAL:

Action	Bid Item	Description	Original Quantity	New Quantity
REPLACE	90007	PAVEMENT SEAL COAT - ACRYLIC	6400 SY	3200 SY

PLAN SET:

Remove & replace Sheet 1.4

CLARIFICATION:

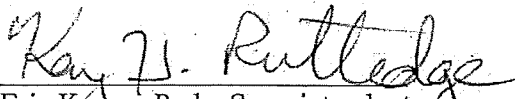
The area to receive Pavement Seal Coat – Acrylic is 3200 SY; the description in the specification requires two (2) coats of both filler coating / acrylic resurfacer and finish coating/acrylic color coating.

Per Sheet 1.4, all gate posts shall be three inch (3") outside diameter (O.D.)

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

<http://www.bidexpress.com>

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


for Eric Knopp, Parks Superintendent



Madison Parks Division

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

play
**MADISON
PARKS**

January 30, 2019

NOTICE OF ADDENDUM ADDENDUM 2

CONTRACT NO. 8348

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

SECTION A:

Remove and replace Page A-1 of Section A.

SPECIAL PROVISIONS:

Add Sections 104.4, 105.1, 109.2 and 109.7. These sections are included, below.

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 Increased 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 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 notice

to do so that was given to or mailed 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 site (lawns, pavement including paths, sidewalks and curb) due to construction access.

SECTION 109.7: TIME OF COMPLETION

Work on the 2019 Door Creek Park Tennis Courts Phase II contract shall begin on or around March 25, 2019 and shall be completed by June 14, 2019.


CLARIFICATION:

Page A-1 of Section A updates the Prequalification Application, Bid Submission, Bid Open and Published in WSJ dates. Sections 104.4, 105.1, 109.2 and 109.7 clarify the responsibilities of the Contractor. The bid opening date has been extended to February 7, 2019.

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

<http://www.bidexpress.com>

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


Eric Knapp, Parks Superintendent

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:	2019 DOOR CREEK TENNIS COURTS PHASE II
CONTRACT NO.:	8348
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	1/25/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	1/31/2019
BID SUBMISSION (2:00 P.M.)	2/7/2019
BID OPEN (2:30 P.M.)	2/7/2019
PUBLISHED IN WSJ	1/17/2019, 1/24/2019 & 1/31/2019

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

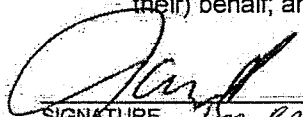
Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders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

SECTION E: BIDDERS ACKNOWLEDGEMENT

**2019 DOOR CREEK PARK TENNIS COURTS PHASE II
CONTRACT NO. 8348**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 2 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Fabier Asphalt Sealers LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.


SIGNATURE Jim Rozumalski
Vice President, Waunakee
TITLE, IF ANY

Sworn and subscribed to before me this
31st day of January, 2019

(Notary Public or other officer authorized to administer oaths)
My Commission Expires 5/15/2020
Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 8348 – Fahrner Asphalt Sealers, L.L.C.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

General labors for fencing, pavement crack sealing, seal coating and striping of courts

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

2019 DOOR CREEK PARK TENNIS COURTS PHASE II
CONTRACT NO. 8348

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

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

Prime Bidder Certification

I, Jim Rozumialski Vice President of
Name Title
Fahrner Asphalt Sealers, LLC certify that the information
Company

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

Witness' Signature

Date

Bidder's Signature

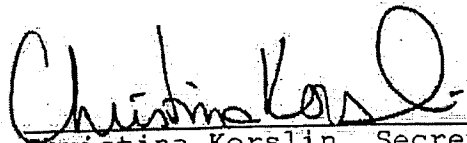
CERTIFIED RESOLUTION

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

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

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

Dated this 22nd day of May, 2014.


Christina Korslin, Secretary

CERTIFIED RESOLUTIONS

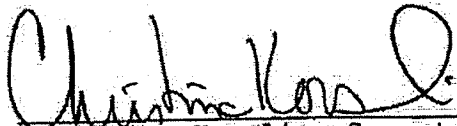
The undersigned, being the duly elected and acting Secretary of Fahrner Asphalt Sealers, L.L.C. (the "Company"), hereby certifies that the following resolutions were unanimously adopted and passed at a meeting of the directors of the Company pursuant to the provisions of Section 183.0404 of the Wisconsin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

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

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

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

Dated this 5th day of December, 2014.


Christina Korslin, Secretary

FAHRNER ASPHALT SEALERS, L.L.C.

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

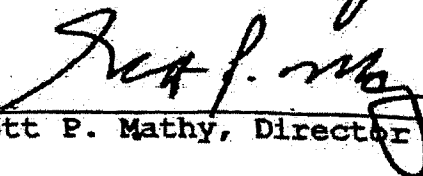
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RESOLVED, that effective December 8, 2014, Kevin Kruckow is hereby appointed as Vice President of the Company to serve in that capacity until his successor has been appointed.

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

Dated this 5th day of December, 2014.


Steven C. Mathy, Director


Scott P. Mathy, Director

CERTIFIED RESOLUTIONS

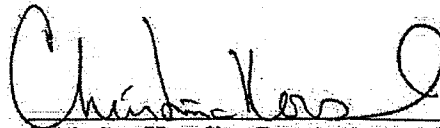
The undersigned, being the duly elected and acting Secretary of Fahner Asphalt Sealers, L.L.C. (the "Company"), hereby certifies that the following resolutions were unanimously adopted and passed at a meeting of the directors of the Company pursuant to the provisions of Section 183.0404 of the Wisconsin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

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

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

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

Dated this 24th day of May, 2017.


Christina Korslin, Secretary

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

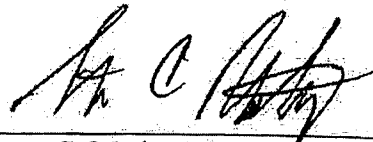
Pursuant to Section 183.0404 of the Wisconsin Statutes, the undersigned, being all of the Directors of Fahrner Asphalt Sealers, L.L.C., a Wisconsin limited liability company (the "Company"), hereby consent to the following actions in lieu of a special meeting of the Board of Directors, with the express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

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

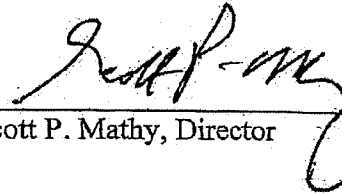
RESOLVED, that Tyler Cass is hereby appointed as Assistant Secretary of the Company to serve in that capacity until his successor has been appointed.

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Dated this 24th day of May, 2017.



Steven C. Mathy, Director



Scott P. Mathy, Director

2019 DOOR CREEK PARK TENNIS COURTS PHASE II

CONTRACT NO. 8348

DATE: 2/7/19

Fahrner Asphalt Sealers,
L.L.C.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10911.0 - MOBILIZATION - LS	1.00	\$2,300.00	\$2,300.00
20303.0 - SAWCUT ASPHALT PAVEMENT - LF	96.00	\$12.00	\$1,152.00
30301.0 - 5" CONCRETE SIDEWALK - SF	72.00	\$49.00	\$3,528.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	4.80	\$50.00	\$240.00
40202.0 - HMA PAVEMENT 4 LT-58-28 S - TON	2.40	\$675.00	\$1,620.00
90000.0 - FURNISH AND INSTALL 12' HEIGHT CHAIN LINK FENCE, COMPLETE - LF	480.00	\$58.00	\$27,840.00
90001.0 - FURNISH AND INSTALL 4' WIDTH CHAIN LINK FENCE GATE, COMPLETE - EA	4.00	\$900.00	\$3,600.00
90002.0 - FURNISH AND INSTALL 10' WIDTH CHAIN LINK FENCE GATE, COMPLETE - EA	1.00	\$1,225.00	\$1,225.00
90003.0 - FURNISH AND INSTALL NET POST - EA	8.00	\$660.00	\$5,280.00
90004.0 - FURNISH AND INSTALL NET TIE DOWNS - EA	4.00	\$325.00	\$1,300.00
90005.0 - INSTALL BENCH - EA	6.00	\$225.00	\$1,350.00
90006.0 - PAVEMENT CRACK SEALING - ACRYLIC - LF	1268.00	\$3.75	\$4,755.00
90007.0 - PAVEMENT SEAL COAT - ACRYLIC - SY	3200.00	\$7.70	\$24,640.00
90008.0 - TENNIS COURT LINE PAINTING - EA	4.00	\$750.00	\$3,000.00
90009.0 - POWER WASH NORTH COURTS - EA	4.00	\$850.00	\$3,400.00
15 Items	Totals		\$85,230.00



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

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

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

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. 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, 2019 through January 31, 2021.

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

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

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

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

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

PRINCIPAL

Fahrner Asphalt Sealers, L.L.C. "NO CORPORATE SEAL ADOPTED" November 14, 2018
COMPANY NAME AFFIX SEAL DATE

By: [Signature] President.
SIGNATURE AND TITLE Kent Kutnink

SURETY

Western Surety Company November 14, 2018
COMPANY NAME AFFIX SEAL DATE

By: [Signature]
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 * 2019-2021 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

*2019-2021

November 14, 2018
DATE

[Signature]
AGENT SIGNATURE Nicole Langer

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

Bloomington, MN 55437
CITY, STATE AND ZIP CODE

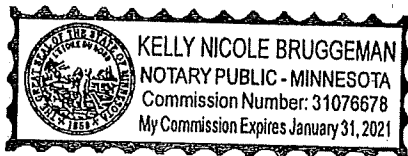
763.302.7100
TELEPHONE NUMBER

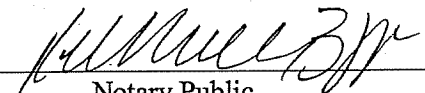
Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 14th day of November 2018, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.




Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of August, 2018.

WESTERN SURETY COMPANY



Paul T. Bruflat

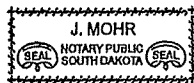
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of August, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of November, 2018.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of March in the year Two Thousand and Nineteen between FAHRNER ASPHALT SEALERS, L.L.C. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 5, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

2019 DOOR CREEK PARK TENNIS COURTS PHASE II
CONTRACT NO. 8348

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-FIVE THOUSAND TWO HUNDRED THIRTY AND NO/100 (\$85,230.00) 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, 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.


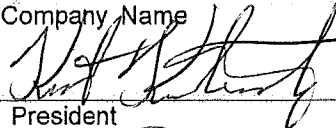
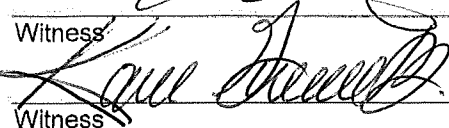

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**2019 DOOR CREEK PARK TENNIS COURTS PHASE II
CONTRACT NO. 8348**

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

Countersigned:

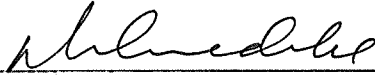
FAHRNER ASPHALT SEALERS, L.L.C.

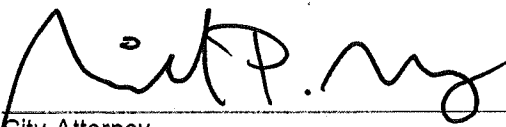
Witness		3/6/19	Date	Company Name		3/6/19	Date
Witness		3/6/19	Date	President		3/6/19	Date
				Secretary			
				Assistant Secretary			

CITY OF MADISON, WISCONSIN

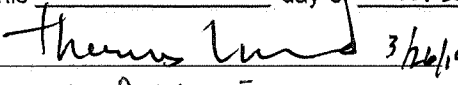
Provisions have been made to pay the liability that will accrue under this contract.

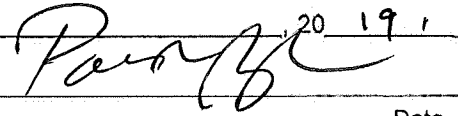
Approved as to form:

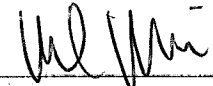

Finance Director



City Attorney

Signed this 26th day of MARCH, 2019


3/26/19


Mayor

Witness  3/13/19

 3-13-19

Witness

City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we FAHRNER ASPHALT SEALERS, L.L.C. as principal, and Western Surety Company Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of EIGHTY-FIVE THOUSAND TWO HUNDRED THIRTY AND NO/100 (\$85,230.00) 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:

2019 DOOR CREEK PARK TENNIS COURTS PHASE II
CONTRACT NO. 8348

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.

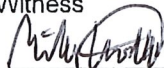
Signed and sealed this 6th day of March, 2019

Countersigned:

FAHRNER ASPHALT SEALERS, L.L.C.
Company Name (Principal)




President Kent Kutnick

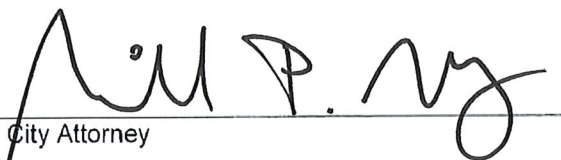
Witness




Assistant Secretary, Mike Frodl

Approved as to form:

Western Surety Company
Surety Seal
 Salary Employee Commission


City Attorney

By 
Attorney-in-Fact Nicole Langer

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8856714 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 6, 2019
Date


Agent Signature Nicole Langer

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 6th day of March 2019, 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 Bruggeman
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of August, 2018.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of August, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of March, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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