

ASH

Contract Routing Form

printed on: 07/17/2023

ROUTING: Routine

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

Project: Repairing and Sealing Pavement Cracks - Local Streets 2023

Contract No.: 8731
Enactment No.: RES-23-00483
Dollar Amount: 278,314.00

File No.: 78413
Enactment Date: 07/14/2023

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|-------------|
| City Clerk | 7.18.23 | 7.18.23 |
| Director of Civil Rights | 7-18-23 | 7-18-23 TRL |
| Risk Manager | 7-19-23 | 7-19-23 mcl |
| Finance Director | 7-19-23 | 07-19-23 |
| City Attorney | 7/20/2023 | 7/20/23 |
| Mayor | 7/20/2023 | 7.25.23 |

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

Original + 2 Copies

07/17/2023 16:26:37 enjls - Steve Sonntag 267-1997



Legislation Details (With Text)

File #: 78413 **Version:** 1 **Name:** Awarding Public Works Contract No. 8731 Repairing and Sealing Pavement Cracks - Local Streets 2023

Type: Resolution **Status:** Passed

File created: 6/14/2023 **In control:** Engineering Division

On agenda: 7/11/2023 **Final action:** 7/11/2023

Enactment date: 7/14/2023 **Enactment #:** RES-23-00483

Title: Awarding Public Works Contract No. 8731 Repairing and Sealing Pavement Cracks - Local Streets 2023 (Citywide)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8731 bidtab.pdf, 2. 8731.pdf

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|---|--------|
| 7/11/2023 | 1 | COMMON COUNCIL | Adopt | Pass |
| 6/21/2023 | 1 | BOARD OF PUBLIC WORKS | RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER | Pass |
| 6/15/2023 | 1 | Engineering Division | Refer | |

Fiscal Note

The proposed resolution authorizes awarding the contract for the Repairing and Sealing Pavement Cracks - Local Streets at a total estimated cost of \$300,580.00 including contingency. Funding for the project is available in Munis #14346. No additional appropriation is required.

Title
Awarding Public Works Contract No. 8731 Repairing and Sealing Pavement Cracks - Local Streets 2023 (Citywide)

Body
BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low 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. 8731) for itemization of bids.



Demographics

Company Name: Western Surety Company
NAIC CoCode: 13188
State of Domicile: South Dakota
Organization Type: Stock

Short Name:
Country of Domicile: United States
Date of Incorporation: 07/10/1900

SBS Company Number: 54219777
Domicile Type: Foreign
NAIC Group Number: 218 - CNA INS GRP
Merger Flag: No

Address

Business Address
 151 N FRANKLIN ST
 CHICAGO, IL 60606
 United States

Mailing Address
 151 N FRANKLIN ST
 CHICAGO, IL 60606
 United States

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

Main Administrative Office Address
 151 N FRANKLIN ST
 CHICAGO, IL 60606
 United States

Phone, Email, Website

Phone

| Type | Number |
|------|--------|
| | |

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty

Status: Active

Effective Date: 05/29/1942

Issue Date: 05/29/1942

Articles of Incorporation Received: No

Business Activities of Members:

Status Reason:

SBS Legacy Number: 111843

Approval Date:

Article No:

Status Date: 05/29/1942

Expiration Date:

File Date:

COA Number:

Appointments

Show entries

Showing 1 to 9 of 9 entries

Company Type:

| Individual | Individual | Individual | Individual | Individual | Individual | Individual | Individual |
|--------------|------------|------------|----------------------|------------|------------|------------|------------|
| KELLY SPECHT | 16192507 | 16192507 | Intermediary (Agent) | Casualty | 05/23/2019 | 01/06/2023 | 03/15/2024 |
| KELLY AYERS | 6531452 | 6531452 | Intermediary (Agent) | Casualty | 11/29/2004 | 01/06/2023 | 03/15/2024 |

| Licensee Name | License Number | NPN | License Type | Line of Authority | Appointment Date | Effective Date | Expiration Date |
|-----------------|----------------|----------|------------------------------------|-------------------|------------------|----------------|-----------------|
| KELLY ENGHAUSER | 17926981 | 17926981 | Intermediary (Agent) Individual | Casualty | 07/17/2018 | 01/06/2023 | 03/15/2024 |
| KELLY CODY | 7835807 | 7835807 | Intermediary (Agent) Individual | Casualty | 06/06/2008 | 01/06/2023 | 03/15/2024 |
| KELLY O MALLEY | 16806235 | 16806235 | Intermediary (Agent) Individual | Casualty | 03/05/2020 | 01/06/2023 | 03/15/2024 |
| KELLY LAMARCHE | 17184385 | 17184385 | Intermediary (Agent) Individual | Casualty | 03/11/2020 | 01/06/2023 | 03/15/2024 |
| KELLY BAUMANN | 16644816 | 16644816 | Intermediary (Agent) Individual | Casualty | 06/02/2021 | 01/06/2023 | 03/15/2024 |
| KELLY THOMPSON | 16895801 | 16895801 | Intermediary (Agent) Individual | Casualty | 10/28/2022 | 01/06/2023 | 03/15/2024 |

Line Of Business

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

Contact

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

Company Merger

No results found.

Name Change History

| Previous Name | New Name | Effective Date |
|---------------|------------------------|----------------|
| | Western Surety Company | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement (s).

| | | |
|--|--------------------------------------|-------------------------------|
| PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville TN 37230-5191 | CONTACT NAME: | |
| | PHONE (A/C No. Ext): 763 302 7100 | FAX (A/C No): 763 302 7200 |
| E-MAIL ADDRESS: certificates@willis.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Zurich American Insurance Company | | 16535 |
| INSURER B: American Guarantee & Liability Insurance Company | | 26247 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
Fahrner Asphalt Sealers, LLC
316 Raemisch Road
Wauwaukee, WI 53597

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

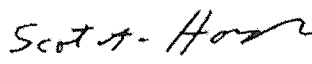
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|------------------------------|-------------------------|-------------------------|---|---------------|
| A | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | X | | GLO5944715-14 | 12/01/22 | 12/01/23 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 5,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 10,000,000 |
| | | | | | | | PRODUCTS-COMP/OP AGG | \$ 10,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED AUTOS ONLY AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED ONLY AUTOS ONLY <input type="checkbox"/> <input type="checkbox"/> | | | BAP5944714-14 | 12/01/22 | 12/01/23 | COMBINED SINGLE LIMIT (Ea accident) | \$ 5,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | SXS 0271705-04 | 12/01/22 | 12/01/23 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC5944716-14 WC5944717-14 | 12/01/22 | 12/01/23 | X E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE- POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Madison, its officers, officials, agents and employees are included as Additional Insureds as respects to General Liability when required by written contract or agreement.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Madison 210 Martin Luther King Jr. Blvd, Room 115 Madison, WI 53703-3342 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

\$278,314.00
ORIGINAL

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

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731

PROJECT NO. 14346

MUNIS NO. 14346

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 11, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

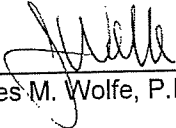
**REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023
CONTRACT NO. 8731**

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This Proposal, and Agreement have
been prepared by:

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



James M. Wolfe, P.E., City Engineer

JMW: sms

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

| | |
|--|---|
| PROJECT NAME: | REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023 |
| CONTRACT NO.: | 8731 |
| SBE GOAL | 5% |
| BID BOND | 5% |
| SBE PRE BID MEETING | See Pre Bid Meeting info below |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 5/18/2023 |
| BID SUBMISSION (2:00 P.M.) | 5/25/2023 |
| BID OPEN (2:30 P.M.) | 5/25/2023 |
| PUBLISHED IN WSJ | 5/11/2023 & 5/18/2023 |

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, tlomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 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/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023 CONTRACT NO. 8731

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

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

The Contractor shall view all sites prior to bidding to become familiar with the existing conditions

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

In the Isthmus area (aldermanic districts 2,4,5,6,13) there are 2 days during the week where there is no parking on one half the street from 8am to 12:00pm for City street sweeping. The contractor shall not post "NO PARKING SIGNS" during these times for the crack sealing operations. Where there are parking restrictions in the isthmus area, the contractor shall not post all the streets in one area at the same time. Due to the parking restrictions, the contractor shall only post parallel streets or perpendicular streets to allow for parking on the other streets, during the crack sealing operations. The Contractor will still be required to complete street sweeping as noted in these special provisions in areas where the City will also have street sweeping operations.

SECTION 104.6 DECREASED OR DELETED ITEMS

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

Access to adjacent properties shall be maintained at all times.

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

SECTION 109.2 PROSECUTION OF THE WORK

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

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

SECTION 109.7 TIME OF COMPLETION

The Contractor shall complete all work specified in this contract on or before **October 15, 2023**

ARTICLE 406 PAVEMENT CRACK SEALING

SECTION 406.1 MATERIALS FOR PAVEMENT CRACK SEALING

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

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

SECTION 406.2 PREPARATION OF THE CRACK SEALING MIXTURES

The Contractor shall deliver to the Engineer the manufacturer's literature and instructions dealing with the preparation and installation of the crack sealing material to be installed. The preparation, handling, and installation and clean-up of the crack sealing materials shall be in accordance with the manufacturer's specifications. It shall be the Contractor's responsibility to remove and dispose of all containers used to transport the crack sealing mixture.

SECTION 406.3 INSTALLATION OF CRACK SEALING

SECTION 406.3(A) GENERAL

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

SECTION 406.3(B) PERSONNEL

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

SECTION 406.3(C) EQUIPMENT

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

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

SECTION 406.3(D) PREPARATION OF THE CRACKS

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

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

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

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

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

SECTION 406.3(E) INSTALLATION OF SEALANT

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

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

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

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

ARTILCE 407 SPRAY PATCHING

SECTION 407.1 GENERAL

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

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

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

MEASUREMENT AND PAYMENT

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

Crack sealing, and spray patching will be paid for at the Contractors bid price per street segment. Which price shall be full compensation for furnishing; heating, unloading, hauling, and for applying the crack sealing material; for the routing, cleaning of the cracks, street sweeping; for the filling of any wide cracks with a closed cell fill material or infrared patching of any crack or pothole that cannot be crack sealed; and for all labor, tools, equipment, and incidental necessary to complete the work as provided in the contract.



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

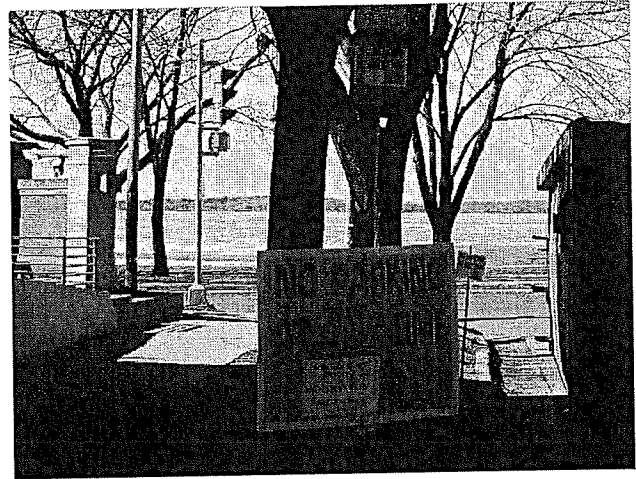


City of Madison Parking Utility
215 Martin Luther King Blvd, Suite 100
Madison, WI 53703
Phone: (608) 266-4761
www.cityofmadison.com/parking

Posting for Temporary Parking Restrictions

Instructions

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



Things to Remember

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

Who to Call for Enforcement

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





Department of Public Works

Engineering Division

James M. Wolfe, 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

Assistant City Engineer

Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1

Mark D. Moder, P.E.
Andrew J. Zwieg, P.E.

Financial Manager

Steven B. Danner-Rivers

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8731

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

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

PAGE A-1, SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS:

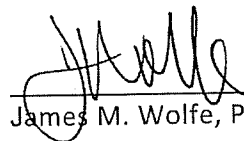
Remove and replace with attached Page A-1.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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.


James M. Wolfe, P.E., City Engineer

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

| | |
|--|---|
| PROJECT NAME: | REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023 |
| CONTRACT NO.: | 8731 |
| SBE GOAL | 5% |
| BID BOND | 5% |
| SBE PRE BID MEETING | See Pre Bid Meeting info below |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 6/1/2023 |
| BID SUBMISSION (2:00 P.M.) | 6/8/2023 |
| BID OPEN (2:30 P.M.) | 6/8/2023 |
| PUBLISHED IN WSJ | 5/11,5/18, 5/25 & 6/1/2023 |

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, tlomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 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/engineering/developers-contractors/standard-specifications.

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.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023
CONTRACT NO. 8731**

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 - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Fahrner Asphalt Sealers, LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; 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

TITLE, IF ANY

Sworn and subscribed to before me this
8th day of June, 2023.

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



CERTIFIED RESOLUTIONS

The undersigned, being the duly elected and acting Secretary of Fahrner Asphalt Sealers, L.L.C., a Wisconsin limited liability company (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:

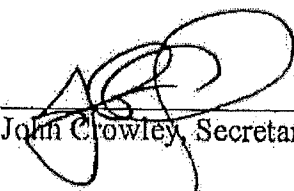
RESOLVED, that effective January 1, 2023, Kevin Kruckow and Michael S. Frodl were hereby appointed as Co-Presidents of the Company to replace Kent Kutnink to serve in that capacity until their successors have been appointed.

RESOLVED, that effective January 1, 2023, John Crowley was hereby appointed as Treasurer of the Company to replace Kent Kutnink to serve in that capacity until his successor has been appointed.

RESOLVED, that effective January 1, 2023, any one of the following named persons be and they are hereby authorized for and on behalf of the Corporation 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 Corporation or for the purchase of materials or property on behalf of the Corporation.

| <u>Name</u> | <u>Title</u> |
|-------------------|-------------------------|
| Kevin Kruckow | Co-President |
| Michael S. Frodl | Co-President |
| Jeffrey Schuh | Vice President |
| Troy Carlson | Vice President |
| Jeff Sheehan | Vice President |
| Ben Linzmeier | Vice President |
| James Rozumialski | Vice President |
| John Crowley | Secretary and Treasurer |
| Tyler Cass | Assistant Secretary |
| Jeff Salewske | Assistant Secretary |

Dated this 13th day of January, 2023.



John Crowley, Secretary

Contract 8731 – 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.

Please check the box in the Upload section if submitting the report by hand.

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. Pavement and joint sealing general laborers.

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

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

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

apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

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

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

**REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023
CONTRACT NO. 8731**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Fahrner Asphalt Sealers, LLC

Address: 316 Raemisch Road, Waunakee, WI 53597

Telephone Number: 608-849-6466 Fax Number: 608-849-6470


Contact Person/Title: Jim Rozumialski / Vice President

Prime Bidder Certification

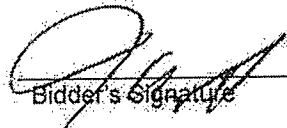
I, Jim Rozumialski of Vice President Title

Fahrner Asphalt Sealers, LLC Company certify that the information

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



Witness Signature



Bidder's Signature

June 8, 2023
Date

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731

DATE: 6/8/23

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

| Item | Quantity | Price | Extension |
|---|----------|------------|------------|
| Section B: Proposal Page | | | |
| 1 - RAMP - JUG HANDLE:MINERAL POINT RD-S JUNCTION RD - LUMP SUM | 1.00 | \$1,150.00 | \$1,150.00 |
| 2 - SUNSHINE LN:RUSTLING BIRCH RD-SHADY BIRCH TRL - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 3 - YARD DR:SILICON PRAIRIE PKWY-663 FT SE TO END - LUMP SUM | 1.00 | \$400.00 | \$400.00 |
| 4 - AGATE LN:ACEWOOD BLVD-MEADOWLARK DR - LUMP SUM | 1.00 | \$333.00 | \$333.00 |
| 5 - ALTON DR:RAGAN ST-CALDERA ST - LUMP SUM | 1.00 | \$405.00 | \$405.00 |
| 6 - ATLAS AVE:ROBERTSON RD-COTTAGE GROVE RD - LUMP SUM | 1.00 | \$5,880.00 | \$5,880.00 |
| 7 - ATLAS CT:ATLAS AVE-407 FT N OF ATLAS AVE - LUMP SUM | 1.00 | \$460.00 | \$460.00 |
| 8 - BELMONT RD:760 FT N OF PORTLAND PKWY-PORTLAND PKWY - LUMP SUM | 1.00 | \$644.00 | \$644.00 |
| 9 - BLACK STALLION DR:OASIS TRL-48 FT N OF PEGASUS PL - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 10 - BOB-O-LINK LN:ACEWOOD BLVD-SHEARWATER ST - LUMP SUM | 1.00 | \$161.00 | \$161.00 |
| 11 - BOREALIS LN:BLACK STALLION DR-WOODS FARM RD - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 12 - BRUNETTE DOWNS DR:TWISTED PINE DR-BOREALIS LN - LUMP SUM | 1.00 | \$126.00 | \$126.00 |
| 13 - CALDERA ST:MILKY WAY-NORTH STAR DR - LUMP SUM | 1.00 | \$368.00 | \$368.00 |
| 14 - CONNOR CT:RUSTIC DR-216 FT W OF RUSTIC DR - LUMP SUM | 1.00 | \$207.00 | \$207.00 |
| 15 - CORINTH TRL:SEVEN PINES AVE-VICKSBURG RD - LUMP SUM | 1.00 | \$724.00 | \$724.00 |
| 16 - DRISCOLL DR:RUSTIC DR-KATHERINE CT - LUMP SUM | 1.00 | \$373.00 | \$373.00 |
| 17 - ELLIE CIR:VERNON AVE-168 FT NW OF VERNON AVE - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 18 - GALILEO DR:SATURN DR-MCLEAN DR - LUMP SUM | 1.00 | \$644.00 | \$644.00 |
| 19 - GOLDFINCH DR:TOPAZ LN-ONYX LN - LUMP SUM | 1.00 | \$598.00 | \$598.00 |
| 20 - HUMMINGBIRD LN:AGATE LN-BOB-O-LINK LN - LUMP SUM | 1.00 | \$678.00 | \$678.00 |
| 21 - JUBILEE CIR:JUBILEE LN-155 FT W OF JUBILEE LN - LUMP SUM | 1.00 | \$414.00 | \$414.00 |
| 22 - JUBILEE LN:RUSTIC DR-DOMINION DR - LUMP SUM | 1.00 | \$437.00 | \$437.00 |
| 23 - KATHERINE CT:DRISCOLL DR-215 FT S OF DRISCOLL DR - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 24 - KINGSBRIDGE RD:MERRYTURN RD-QUEENSBRIDGE RD - LUMP SUM | 1.00 | \$1,403.00 | \$1,403.00 |
| 25 - LYDA WOODS LN:142 FT W OF ALTON DR-ALTON DR - LUMP SUM | 1.00 | \$149.00 | \$149.00 |
| 26 - MARTHA LN:VERNON AVE-ACEWOOD BLVD - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 27 - MERRYTURN RD:CAVENDISH CT-VICAR LN - LUMP SUM | 1.00 | \$1,612.00 | \$1,612.00 |
| 28 - METRO TER:MILWAUKEE ST-TOWN CENTER DR - LUMP SUM | 1.00 | \$1,069.00 | \$1,069.00 |
| 29 - MILKY WAY:CARTER MOON PASS-NORTH STAR DR - LUMP SUM | 1.00 | \$828.00 | \$828.00 |
| 30 - N WALBRIDGE AVE:ZINK ST-WITTWER RD - LUMP SUM | 1.00 | \$920.00 | \$920.00 |
| 31 - OASIS TRL:BLACK STALLION DR-BRUNETTE DOWNS DR - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 32 - ONYX LN:ACEWOOD BLVD-MEADOWLARK DR - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 33 - PLUTO ST:ARIES WAY-MCLEAN DR - LUMP SUM | 1.00 | \$310.00 | \$310.00 |
| 34 - PORTIA CT:VICKSBURG RD-138 FT N OF VICKSBURG DR - LUMP SUM | 1.00 | \$115.00 | \$115.00 |

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731

DATE: 6/8/23

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

| Item | Quantity | Price | Extension |
|--|----------|------------|------------|
| 35 - QUEENSBRIDGE RD:KINGSBRIDGE RD-WHITEHALL DR - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 36 - RETANA DR:HUMMINGBIRD LN-MEADOWLARK DR - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 37 - ROBERTSON RD:S STOUGHTON RD SERVICE RD-ATLAS AVE - LUMP SUM | 1.00 | \$920.00 | \$920.00 |
| 38 - RUSTIC DR:MILWAUKEE ST-SATURN DR - LUMP SUM | 1.00 | \$977.00 | \$977.00 |
| 39 - S WALBRIDGE AVE:MILWAUKEE ST-PORTLAND PKWY - LUMP SUM | 1.00 | \$1,334.00 | \$1,334.00 |
| 40 - SATURN DR:130 FT W OF VENUS WAY-RUSTIC DR - LUMP SUM | 1.00 | \$437.00 | \$437.00 |
| 41 - SEVEN PINES AVE:GALILEO DR-MALVERN HILL DR - LUMP SUM | 1.00 | \$1,414.00 | \$1,414.00 |
| 42 - SEVEN PINES CT:SEVEN PINES AVE-140 FT S OF SEVEN PINES AVE - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 43 - SEVERN WAY:CAVENDISH CT-S THOMPSON DR - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 44 - SHEARWATER ST:ONYX LN-HERMSMEIER LN - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 45 - STONEY OAK LN:150 FT W OF ALTON DR-185 FT W OF NORTH STAR DR - LUMP SUM | 1.00 | \$184.00 | \$184.00 |
| 46 - SUDBURY WAY:COACH HOUSE DR-MERRYTURN RD - LUMP SUM | 1.00 | \$165.00 | \$165.00 |
| 47 - TOPAZ LN:ONYX LN-MARTHA LN - LUMP SUM | 1.00 | \$1,265.00 | \$1,265.00 |
| 48 - TOWN CENTER DR:657 FT W OF METRO TER-METRO TER - LUMP SUM | 1.00 | \$1,208.00 | \$1,208.00 |
| 49 - TRAVELER LN:DOMINION DR-VICKSBURG RD - LUMP SUM | 1.00 | \$1,092.00 | \$1,092.00 |
| 50 - TRAVELER LN:CAPRICORN LN-MCLEAN DR - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 51 - VENUS WAY:124 FT N OF SATURN DR-342 FT N OF GALILEO DR - LUMP SUM | 1.00 | \$414.00 | \$414.00 |
| 52 - VERNON AVE:TOPAZ LN-COTTAGE GROVE RD - LUMP SUM | 1.00 | \$1,932.00 | \$1,932.00 |
| 53 - VICKSBURG CT:MALVERN HILL DR-206 FT SE OF MALVERN HILL DR - LUMP SUM | 1.00 | \$460.00 | \$460.00 |
| 54 - VICKSBURG RD:GALILEO DR-MALVERN HILL DR - LUMP SUM | 1.00 | \$2,070.00 | \$2,070.00 |
| 55 - WITTEW RD:MILWAUKEE ST-N WALBRIDGE AVE - LUMP SUM | 1.00 | \$1,644.00 | \$1,644.00 |
| 56 - WOODS FARM RD:BOREALIS LN-REINER RD - LUMP SUM | 1.00 | \$128.00 | \$128.00 |
| 57 - GRAND AVE:REGENT ST-UNIVERSITY AVE - LUMP SUM | 1.00 | \$678.00 | \$678.00 |
| 58 - HILLCREST CIR:HILLCREST DR-HILLCREST DR - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 59 - LATHROP ST:SUMMIT AVE-UNIVERSITY AVE - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 60 - AMBLESIDE DR:ROCKSTREAM DR-CROSS COUNTRY RD - LUMP SUM | 1.00 | \$1,276.00 | \$1,276.00 |
| 61 - APPLGLE LN:DALLAS DR-DOLPHIN DR - LUMP SUM | 1.00 | \$552.00 | \$552.00 |
| 62 - ARCTIC FOX DR:EAST PASS-388 FT W OF TURNING LEAF DR - LUMP SUM | 1.00 | \$1,024.00 | \$1,024.00 |
| 63 - ARGYLE CT:COUNTRY LN-197 FT S OF COUNTRY LN - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 64 - ARIAL CIR:DYLYN DR-470 FT NW OF DYLYN DR - LUMP SUM | 1.00 | \$713.00 | \$713.00 |
| 65 - ASHWOOD CT:TIMBERWOOD DR-214 FT S OF TIMBERWOOD DR - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 66 - AUTUMN JADE CT:EAST PASS-172 FT E OF EAST PASS - LUMP SUM | 1.00 | \$437.00 | \$437.00 |
| 67 - AUTUMNWOOD CIR:COUNTRY GROVE RD-484 FT E OF COUNTRY GROVE RD - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 68 - AVALON LN:AMBLESIDE DR-STONEBRIDGE DR - LUMP SUM | 1.00 | \$770.00 | \$770.00 |

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731
DATE: 6/8/23

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

| Item | Quantity | Price | Extension |
|--|----------|------------|------------|
| 69 - AVALON LN - COUNTRY LN ALLEY:AVALON LN-AVALON LN - COUNTRY LN ALLEY - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 70 - AVALON LN - COUNTRY LN ALLEY:AVALON LN - COUNTRY LN ALLEY-COUNTRY LN - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 71 - AVALON LN - COUNTRY LN ALLEY:AVALON LN - COUNTRY LN ALLEY-AVALON LN - COUNTRY LN ALLEY - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 72 - AVALON LN - COUNTRY LN ALLEY:AVALON LN-AVALON LN - COUNTRY LN ALLEY - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 73 - AVALON LN - COUNTRY LN ALLEY:AVALON LN - COUNTRY LN ALLEY-COUNTRY LN - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 74 - BASALT LN:WESTIN DR-MANCHESTER RD - LUMP SUM | 1.00 | \$2,875.00 | \$2,875.00 |
| 75 - BASSWOOD CT:TIMBERWOOD DR-115 FT NW OF TIMBERWOOD DR - LUMP SUM | 1.00 | \$161.00 | \$161.00 |
| 76 - BIRCHSTONE DR:TANGLEWOOD DR-TIMBERWOOD DR - LUMP SUM | 1.00 | \$1,610.00 | \$1,610.00 |
| 77 - BLUE MAPLE TRL:FIELD CREST WAY-EAST PASS - LUMP SUM | 1.00 | \$1,150.00 | \$1,150.00 |
| 78 - BRADBURY RD:DORCHESTER WAY-ROSEBERG RD - LUMP SUM | 1.00 | \$1,380.00 | \$1,380.00 |
| 79 - COSGROVE DR:TILLER TRL-DALLAS DR - LUMP SUM | 1.00 | \$4,140.00 | \$4,140.00 |
| 80 - COUNTRY GLEN CIR:COUNTRY LN-129 FT S OF COUNTRY LN - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 81 - COUNTRY LN:AMBLESIDE DR-STONEBRIDGE DR - LUMP SUM | 1.00 | \$1,552.00 | \$1,552.00 |
| 82 - COUNTRY LN - DRUMLIN LN ALLEY:COUNTRY LN-COUNTRY LN - DRUMLIN LN ALLEY - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 83 - COUNTRY LN - DRUMLIN LN ALLEY:COUNTRY LN-COUNTRY LN - DRUMLIN LN ALLEY - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 84 - COUNTRY LN - DRUMLIN LN ALLEY:COUNTRY LN - DRUMLIN LN ALLEY-DRUMLIN LN - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 85 - COUNTRYWOOD LN:WOODSTONE DR-COUNTRY GROVE DR - LUMP SUM | 1.00 | \$1,288.00 | \$1,288.00 |
| 86 - CRAWLING STONE CIR:254 FT NE OF CRAWLING STONE RD-CRAWLING STONE RD - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 87 - CRAWLING STONE RD:INTERLAKEN PASS-GLACIER CIR - LUMP SUM | 1.00 | \$2,760.00 | \$2,760.00 |
| 88 - DALLAS DR:TONKINESE TRL-FAIRHAVEN RD - LUMP SUM | 1.00 | \$805.00 | \$805.00 |
| 89 - DEWDROP DR:STONEBRIDGE DR-FROSTED LEAF DR - LUMP SUM | 1.00 | \$276.00 | \$276.00 |
| 90 - DEWDROP DR - FROSTED LEAF DR ALLEY:DEWDROP DR-FROSTED LEAF DR - LUMP SUM | 1.00 | \$368.00 | \$368.00 |
| 91 - DOLPHIN DR:MANCHESTER RD-NESBITT RD - LUMP SUM | 1.00 | \$2,840.00 | \$2,840.00 |
| 92 - DRUMLIN LN:AVALON LN-STONEBRIDGE DR - LUMP SUM | 1.00 | \$968.00 | \$968.00 |
| 93 - DYLYN DR:HARTFORD DR-KESWICK DR - LUMP SUM | 1.00 | \$2,070.00 | \$2,070.00 |
| 94 - ELMWOOD CT:TIMBERWOOD DR-148 FT W OF TIMBERWOOD DR - LUMP SUM | 1.00 | \$219.00 | \$219.00 |
| 95 - FAIRHAVEN RD:DALLAS DR-730 FT NW OF MAPLE GROVE DR - LUMP SUM | 1.00 | \$2,840.00 | \$2,840.00 |
| 96 - FIELD CREST WAY:COUNTRY GROVE DR-MAMMOTH TRL - LUMP SUM | 1.00 | \$575.00 | \$575.00 |

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731
DATE: 6/8/23

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

| Item | Quantity | Price | Extension |
|---|----------|------------|------------|
| 97 - FROSTED LEAF DR:STONEBRIDGE DR-MAMMOTH TRL - LUMP SUM | 1.00 | \$713.00 | \$713.00 |
| 98 - FROSTED LEAF - FROSTED LEAF ALLEY:FROSTED LEAF DR-FROSTED LEAF DR - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 99 - GLACIER CIR:INTERLAKEN PASS-236 FT E OF INTERLAKEN PASS - LUMP SUM | 1.00 | \$288.00 | \$288.00 |
| 100 - GROVE CIR:EAST PASS-403 FT W OF EAST PASS - LUMP SUM | 1.00 | \$701.00 | \$701.00 |
| 101 - HARTFORD DR:MANCHESTER RD-TORIBROOKE LN - LUMP SUM | 1.00 | \$1,138.00 | \$1,138.00 |
| 102 - HEATHER GLEN DR:STONEBRIDGE DR-SECRET BLUFF DR - LUMP SUM | 1.00 | \$1,725.00 | \$1,725.00 |
| 103 - HICKORY RIDGE RD:RAYMOND RD-OAK VIEW DR - LUMP SUM | 1.00 | \$644.00 | \$644.00 |
| 104 - HIGH TOWER TRL:BRADBURY RD-ROSEBERG RD - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 105 - ICE AGE DR:SNOWY PKWY-HEATHER GLEN DR - LUMP SUM | 1.00 | \$3,795.00 | \$3,795.00 |
| 106 - INTERLAKEN PASS:GLACIER CIR-STRATTON WAY - LUMP SUM | 1.00 | \$4,853.00 | \$4,853.00 |
| 107 - IRIS BLOOM CIR:TURNING LEAF DR-377 FT W OF TURNING LEAF DR - LUMP SUM | 1.00 | \$437.00 | \$437.00 |
| 108 - IRIS BLOOM DR:TURNING LEAF DR-EAST PASS - LUMP SUM | 1.00 | \$426.00 | \$426.00 |
| 109 - JEFFERS DR:BRADBURY RD-DORCHESTER WAY - LUMP SUM | 1.00 | \$2,438.00 | \$2,438.00 |
| 110 - KESWICK CT:516 FT NE OF MAPLE GROVE DR-MAPLE GROVE DR - LUMP SUM | 1.00 | \$897.00 | \$897.00 |
| 111 - KESWICK DR:TORIBROOKE LN-WESTIN DR - LUMP SUM | 1.00 | \$2,702.00 | \$2,702.00 |
| 112 - KINGMAN LN:SANDSTONE DR-MARICOPA WAY - LUMP SUM | 1.00 | \$276.00 | \$276.00 |
| 113 - KRESTELLER CIR:MANCHESTER RD-585 FT SE OF MANCHESTER RD - LUMP SUM | 1.00 | \$1,380.00 | \$1,380.00 |
| 114 - LANCASTER LN:MCKENNA BLVD-MUIR FIELD RD - LUMP SUM | 1.00 | \$805.00 | \$805.00 |
| 115 - LINDEMANN TRL:TUCSON TRL-CRAWLING STONE RD - LUMP SUM | 1.00 | \$1,150.00 | \$1,150.00 |
| 116 - MAMMOTH CIR:MAMMOTH TRL-153 FT SW OF MAMMOTH TRL - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 117 - MAMMOTH TRL:ICE AGE DR-STONEBRIDGE DR - LUMP SUM | 1.00 | \$4,002.00 | \$4,002.00 |
| 118 - MAMMOTH TRL - FROSTED LEAF DR ALLEY:MAMMOTH TRL-FROSTED LEAF DR - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 119 - MAPLE POINT DR:TANGLEWOOD DR-BIRCHSTONE DR - LUMP SUM | 1.00 | \$736.00 | \$736.00 |
| 120 - MARICOPA WAY:SANDSTONE DR-KINGMAN LN - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 121 - MERITER WAY:WELLNESS WAY-MCKEE RD - LUMP SUM | 1.00 | \$920.00 | \$920.00 |
| 122 - NORTH PASS:COUNTRY GROVE RD-SNOWY PKWY - LUMP SUM | 1.00 | \$414.00 | \$414.00 |
| 123 - OAK VIEW DR:HICKORY RIDGE RD-RAYMOND RD - LUMP SUM | 1.00 | \$356.00 | \$356.00 |
| 124 - OAKWOOD CIR:MAPLE POINT DR-164 FT SW OF MAPLE POINT DR - LUMP SUM | 1.00 | \$253.00 | \$253.00 |
| 125 - PARKER HILL DR:TIMBER RUN CT-STONEBRIDGE DR - LUMP SUM | 1.00 | \$552.00 | \$552.00 |
| 126 - PINE GROVE WAY:MAMMOTH TRL-ICE AGE DR - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 127 - ROCKSTREAM DR:SERENITY TRL-STONEBRIDGE DR - LUMP SUM | 1.00 | \$460.00 | \$460.00 |
| 128 - ROSEBERG RD:HIGH TOWER TRL-DORCHESTER WAY - LUMP SUM | 1.00 | \$1,886.00 | \$1,886.00 |

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731
DATE: 6/8/23

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

| Item | Quantity | Price | Extension |
|--|----------|------------|------------|
| 129 - RUDI CIR:WESTIN DR-292 FT SW OF WESTIN DR - LUMP SUM | 1.00 | \$898.00 | \$898.00 |
| 130 - SABERTOOTH TRL:MAMMOTH TRL-HEATHER GLEN DR - LUMP SUM | 1.00 | \$920.00 | \$920.00 |
| 131 - SANDSTONE DR:BRADBURY RD-KINGMAN LN - LUMP SUM | 1.00 | \$184.00 | \$184.00 |
| 132 - SECRET BLUFF DR:SABERTOOTH TRL-HEATHER GLEN DR - LUMP SUM | 1.00 | \$633.00 | \$633.00 |
| 133 - SERENITY TRL:TIMBER RUN CT-ROCKSTREAM DR - LUMP SUM | 1.00 | \$460.00 | \$460.00 |
| 134 - SNOWCAP TRL:STRATTON WAY-WINTER PARK PL - LUMP SUM | 1.00 | \$1,725.00 | \$1,725.00 |
| 135 - SNOWFLAKE CT:ICE AGE DR-221 FT NW OF ICE AGE DR - LUMP SUM | 1.00 | \$149.00 | \$149.00 |
| 136 - SNOWMIST TRL:S HIGH POINT RD-STRATTON WAY - LUMP SUM | 1.00 | \$690.00 | \$690.00 |
| 137 - SOUTHERN OAK PL:COUNTRYWOOD LN-COUNTRY GROVE DR - LUMP SUM | 1.00 | \$598.00 | \$598.00 |
| 138 - STONEBRIDGE DR:BLUE MAPLE TRL-CROSS COUNTRY RD - LUMP SUM | 1.00 | \$4,450.00 | \$4,450.00 |
| 139 - STRATTON WAY:S HIGH POINT RD-SNOWMIST TRL - LUMP SUM | 1.00 | \$920.00 | \$920.00 |
| 140 - TAMARRON CT:JEFFERS DR-244 FT N OF JEFFERS DR - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 141 - TANGLEWOOD DR:MCKEE RD-EAST PASS - LUMP SUM | 1.00 | \$1,840.00 | \$1,840.00 |
| 142 - THORNBURY DR:BRADBURY RD-DORCHESTER WAY - LUMP SUM | 1.00 | \$1,150.00 | \$1,150.00 |
| 143 - TILLER TRL:COGROVE DR-MANCHESTER RD - LUMP SUM | 1.00 | \$3,496.00 | \$3,496.00 |
| 144 - TIMBER RUN CT:SERENITY TRL-102 FT N OF SERENITY TRL - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 145 - TIMBERWOOD CT:TIMBERWOOD DR-141 FT S OF TIMBERWOOD DR - LUMP SUM | 1.00 | \$195.00 | \$195.00 |
| 146 - TIMBERWOOD DR:TANGLEWOOD DR-BIRCHSTONE DR - LUMP SUM | 1.00 | \$1,253.00 | \$1,253.00 |
| 147 - TONKINESE TRL:COGROVE DR-URICH TER - LUMP SUM | 1.00 | \$1,644.00 | \$1,644.00 |
| 148 - TORIBROOKE LN:DYLYN DR-KESWICK DR - LUMP SUM | 1.00 | \$1,230.00 | \$1,230.00 |
| 149 - TURNING LEAF DR:ICE AGE DR-ARCTIC FOX DR - LUMP SUM | 1.00 | \$920.00 | \$920.00 |
| 150 - URICH TER:COGROVE DR-DOLPHIN DR - LUMP SUM | 1.00 | \$2,955.00 | \$2,955.00 |
| 151 - WEIR CIR:TILLER TRL-371 FT S OF TILLER TRL - LUMP SUM | 1.00 | \$784.00 | \$784.00 |
| 152 - WENTWORTH DR:GLADSTONE DR-LINDEMANN TRL - LUMP SUM | 1.00 | \$1,495.00 | \$1,495.00 |
| 153 - WESTBOURNE ST:COUNTRYWOOD LN-ICE AGE DR - LUMP SUM | 1.00 | \$920.00 | \$920.00 |
| 154 - WILDBERRY DR:SERENITY TRL-PARKER HILL DR - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 155 - WILLOWBROOK CT:AMBLESIDE DR-147 FT W OF AMBLESIDE DR - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 156 - WINTER PARK PL:SNOWMIST TRL-306 FT E OF SNOWCAP TRL - LUMP SUM | 1.00 | \$1,449.00 | \$1,449.00 |
| 157 - WOODCROFT CIR:DOLPHIN DR-444 FT NE OF DOLPHIN DR - LUMP SUM | 1.00 | \$552.00 | \$552.00 |
| 158 - WOODSTONE DR:WESTBOURNE ST-EAST PASS - LUMP SUM | 1.00 | \$1,553.00 | \$1,553.00 |
| 159 - ASPEN GROVE LN:SWALLOWTAIL DR-BLACKHAWK RD - LUMP SUM | 1.00 | \$1,000.00 | \$1,000.00 |

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731

DATE: 6/8/23

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

| Item | Quantity | Price | Extension |
|--|----------|------------|------------|
| 160 - AUGUSTA DR:170 FT S OF ELDERERRY RD-BLACKWOLF DR - LUMP SUM | 1.00 | \$2,507.00 | \$2,507.00 |
| 161 - AUTUMN BREEZE RD:BIG STONE TRL-BURNT SIENNA DR - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 162 - BAY HILL DR:CHERRY HILL DR-BLACKWOLF DR - LUMP SUM | 1.00 | \$3,404.00 | \$3,404.00 |
| 163 - BEAR CLAW WAY:OLD SAUK RD-SETTLERS RD - LUMP SUM | 1.00 | \$3,163.00 | \$3,163.00 |
| 164 - BIG STONE TRL:149 FT S OF WHITE FOX LN-OLD SAUK RD - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 165 - BLACKWOLF DR:JUNCTION RD-MEADOW ROSE LN - LUMP SUM | 1.00 | \$8,613.00 | \$8,613.00 |
| 166 - BLUE ASTER TRL:SHADOW RIDGE TRL-RIVER BIRCH RD - LUMP SUM | 1.00 | \$1,897.00 | \$1,897.00 |
| 167 - BLUE HERON DR:BEAR CLAW WAY-SANDHILL RD - LUMP SUM | 1.00 | \$978.00 | \$978.00 |
| 168 - BOULDER CREEK CIR:TIMBER WOLF TRL-169 FT N OF TIMBER WOLF TRL - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 169 - BRONZE LEAF LN:BIG STONE TRL-STRAW HARVEST LN - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 170 - CAPE SILVER WAY:269 FT E OF BIG STONE TRL-183 FT W OF BIG STONE TRL - LUMP SUM | 1.00 | \$403.00 | \$403.00 |
| 171 - CASTLE PINES DR:OAKMONT DR-AUGUSTA DR - LUMP SUM | 1.00 | \$1,702.00 | \$1,702.00 |
| 172 - CHERRY HILL DR:HARBOUR TOWN DR-INVERNESS DR - LUMP SUM | 1.00 | \$1,759.00 | \$1,759.00 |
| 173 - CONE FLOWER ST:CRICKET LN-WINDING WAY - LUMP SUM | 1.00 | \$690.00 | \$690.00 |
| 174 - COYOTE CT:ASPEN GROVE LN-187 FT S OF ASPEN GROVE LN - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 175 - CRICKET LN:OLD SAUK RD-BEAR CLAW WAY - LUMP SUM | 1.00 | \$897.00 | \$897.00 |
| 176 - CROWN HILL:170 FT E OF BEAR CLAW WAY-BEAR CLAW WAY - LUMP SUM | 1.00 | \$322.00 | \$322.00 |
| 177 - EAGLE NEST LN:152 FT E OF FARGO TRL-WHITE FOX LN - LUMP SUM | 1.00 | \$690.00 | \$690.00 |
| 178 - FALLEN LEAF DR:MEADOW MIST RD-SILVER SAGE TRL - LUMP SUM | 1.00 | \$2,070.00 | \$2,070.00 |
| 179 - FARGO TRL:ELDERBERRY RD-BEAR CLAW WAY - LUMP SUM | 1.00 | \$1,725.00 | \$1,725.00 |
| 180 - FARMINGTON WAY:N WESTFIELD RD-OLD SAUK RD - LUMP SUM | 1.00 | \$851.00 | \$851.00 |
| 181 - FAWN RIDGE CIR:FARGO TRL-355 FT W OF FARGO TRL - LUMP SUM | 1.00 | \$644.00 | \$644.00 |
| 182 - FOXGLOVE CIR:SWALLOWTAIL DR-546 FT E OF SWALLOWTAIL DR - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 183 - GREYSTONE CIR:CONE FLOWER ST-300 FT E OF CONE FLOWER ST - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 184 - GREYSTONE LN:SHADOW RIDGE TRL-CONE FLOWER ST - LUMP SUM | 1.00 | \$518.00 | \$518.00 |
| 185 - HARBOUR TOWN DR:420 FT SW OF ELDERBERRY RD-JUNCTION RD - LUMP SUM | 1.00 | \$2,288.00 | \$2,288.00 |
| 186 - HAWK FEATHER CIR:SWALLOWTAIL DR-839 FT W OF SWALLOWTAIL DR - LUMP SUM | 1.00 | \$690.00 | \$690.00 |
| 187 - HIDDEN CAVE RD:OLD SAUK RD-SETTLERS RD - LUMP SUM | 1.00 | \$2,254.00 | \$2,254.00 |
| 188 - INVERNESS DR:CHERRY HILL DR-BAY HILL DR - LUMP SUM | 1.00 | \$943.00 | \$943.00 |

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731
DATE: 6/8/23

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

| Item | Quantity | Price | Extension |
|---|----------|------------|------------|
| 189 - ISAAC DR:JUNCTION RD-693 FT W OF JUNCTION RD - LUMP SUM | 1.00 | \$1,782.00 | \$1,782.00 |
| 190 - LITTLE BEAR CIR:LOST MEADOW RD-105 FT NW OF LOST MEADOW RD - LUMP SUM | 1.00 | \$150.00 | \$150.00 |
| 191 - LITTLE BEAR DR:ELDERBERRY RD-LITTLE BEAR CIR - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 192 - LOST MEADOW RD:152 FT E OF FARGO TRL-LITTLE BEAR CIR - LUMP SUM | 1.00 | \$391.00 | \$391.00 |
| 193 - MEADOW MIST RD:FALLEN LEAF DR-205 FT W OF SANDHILL RD - LUMP SUM | 1.00 | \$2,070.00 | \$2,070.00 |
| 194 - MEADOW ROSE LN:SAMUEL DR-BLACKWOLF DR - LUMP SUM | 1.00 | \$3,220.00 | \$3,220.00 |
| 195 - MONARCH CIR:ASPEN GROVE LN-180 FT SW OF ASPEN GROVE LN - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 196 - OAKMONT DR:CASTLE PINES DR-AUGUSTA DR - LUMP SUM | 1.00 | \$2,047.00 | \$2,047.00 |
| 197 - OXWOOD CIR:N WESTFIELD RD-740 FT E OF N WESTFIELD RD - LUMP SUM | 1.00 | \$403.00 | \$403.00 |
| 198 - PEACH LEAF LN:BIG STONE TRL-152 FT W OF BIG STONE TRL - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 199 - RED SKY DR:WINDING WAY-MEADOW MIST RD - LUMP SUM | 1.00 | \$736.00 | \$736.00 |
| 200 - RIVER BIRCH RD:TRAPPERS TRL-FALLEN LEAF DR - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 201 - RYE CIR:N WESTFIELD RD-349 FT SE OF N WESTFIELD RD - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 202 - SAMUEL DR:ELDERBERRY RD-OLD SAUK RD - LUMP SUM | 1.00 | \$6,486.00 | \$6,486.00 |
| 203 - SANDHILL RD:BLUE HERON DR-182 FT E OF RED ROCK LN - LUMP SUM | 1.00 | \$978.00 | \$978.00 |
| 204 - SANDHILL RD:184 FT W OF RED ROCK LN-MEADOW MIST RD - LUMP SUM | 1.00 | \$2,530.00 | \$2,530.00 |
| 205 - SETTLERS RD:SWALLOWTAIL DR-BEAR CLAW WAY - LUMP SUM | 1.00 | \$3,220.00 | \$3,220.00 |
| 206 - SHADE TREE CT:SETTLERS RD-405 FT SW OF SETTLERS RD - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 207 - SHADOW RIDGE TRL:CRICKET LN-157 FT W OF GREYSTONE LN - LUMP SUM | 1.00 | \$828.00 | \$828.00 |
| 208 - SHAWN TRL:BLACKWOLF DR-154 FT N OF BLACKWOLF DR - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 209 - SILVER SAGE TRL:SHADOW RIDGE TRL-BLUE ASTER TRL - LUMP SUM | 1.00 | \$2,185.00 | \$2,185.00 |
| 210 - STAGECOACH TRL:HIDDEN CAVE RD-ASPEN GROVE LN - LUMP SUM | 1.00 | \$1,265.00 | \$1,265.00 |
| 211 - STRAW HARVEST LN:ELDERBERRY RD-AUTUMN BREEZE RD - LUMP SUM | 1.00 | \$431.00 | \$431.00 |
| 212 - SWALLOWTAIL DR:HIDDEN CAVE RD-SETTLERS RD - LUMP SUM | 1.00 | \$460.00 | \$460.00 |
| 213 - THEIS TRL:MEADOW ROSE LN-N PLEASANT VIEW RD - LUMP SUM | 1.00 | \$966.00 | \$966.00 |
| 214 - WEST TOWNE WAY:323 FT E OF ZOR SHRINE PL-D'ONOFRIO DR - LUMP SUM | 1.00 | \$2,001.00 | \$2,001.00 |

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731

DATE: 6/8/23

Fahrner Asphalt Sealers,
L.L.C.

| Item | Quantity | Price | Extension |
|---|----------|------------|------------|
| 215 - WHIPPOORWILL WAY:152 FT E OF FARGO TRL-150 FT W OF LITTLE BEAR DR - LUMP SUM | 1.00 | \$759.00 | \$759.00 |
| 216 - WHITE FOX LN:157 FT E OF FARGO TRL-101 FT W OF EAGLE NEST LN - LUMP SUM | 1.00 | \$1,589.00 | \$1,589.00 |
| 217 - WHITE FOX LN:144 FT E OF BIG STONE TRL-304 FT W OF BIG STONE TRL - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 218 - WHITE FOX LN:155 FT E OF BURNT SIENNA DR-275 FT W OF BURNT SIENNA DR - LUMP SUM | 1.00 | \$253.00 | \$253.00 |
| 219 - WILD INDIGO LN:SAMUEL DR-WOOD VIOLET WAY - LUMP SUM | 1.00 | \$2,438.00 | \$2,438.00 |
| 220 - WOOD VIOLET WAY:SAMUEL DR-MEADOW VIOLET WAY - LUMP SUM | 1.00 | \$1,552.00 | \$1,552.00 |
| 221 - ZOR SHRINE PL:WEST TOWNE WAY-776 FT S OF WEST TOWNE WAY - LUMP SUM | 1.00 | \$1,518.00 | \$1,518.00 |
| 222 - CEDAR ST:S PARK ST-451 FT W OF S PARK ST - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 223 - CLARK CT:RODNEY CT-S BRITTINGHAM PL - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 224 - DELAPLAINE CT:S PARK ST-S MILLS ST - LUMP SUM | 1.00 | \$805.00 | \$805.00 |
| 225 - DRAKE ST:WEST SHORE DR-S PARK ST - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 226 - EMERALD ST:WEST SHORE DR-S PARK ST - LUMP SUM | 1.00 | \$460.00 | \$460.00 |
| 227 - FOX AVE:EDGEWOOD AVE-COMMONWEALTH AVE - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 228 - HIGH ST:DELAPLAINE CT-HAYWOOD DR - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 229 - LEONARD ST:COMMONWEALTH AVE-219 FT SE OF WEST LAWN AVE - LUMP SUM | 1.00 | \$494.00 | \$494.00 |
| 230 - MIDLAND ST:FISH HATCHERY RD-N WINGRA DR - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 231 - ROBERTS CT:STOCKTON CT-S SPOONER ST - LUMP SUM | 1.00 | \$460.00 | \$460.00 |
| 232 - RODNEY CT:CLARK CT-W BRITTINGHAM PL - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 233 - S BRITTINGHAM PL:W MAIN ST-W BRITTINGHAM PL - LUMP SUM | 1.00 | \$748.00 | \$748.00 |
| 234 - STOCKTON CT:MONROE ST-109 FT N OF ROBERTS CT - LUMP SUM | 1.00 | \$1,325.00 | \$1,325.00 |
| 235 - TERRY PL:MONROE ST-919 FT S OF MONROE ST - LUMP SUM | 1.00 | \$598.00 | \$598.00 |
| 236 - VILAS AVE:GARFIELD ST-EDGEWOOD AVE - LUMP SUM | 1.00 | \$3,840.00 | \$3,840.00 |
| 237 - W BRITTINGHAM PL:PROUDFIT ST-S BRITTINGHAM PL - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 238 - W MAIN ST:PROUDFIT ST-S BRITTINGHAM PL - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 239 - WEST LAWN AVE:LEONARD ST-MONROE ST - LUMP SUM | 1.00 | \$264.00 | \$264.00 |
| 240 - ACACIA LN:GROVELAND TER-KVAMME LN - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 241 - ALLIS AVE:TURNER AVE-MAHER AVE - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 242 - ANCHOR DR:DEMPSEY RD-BERGEN ST - LUMP SUM | 1.00 | \$874.00 | \$874.00 |
| 243 - BERGEN ST:ANCHOR DR-STEINIES DR - LUMP SUM | 1.00 | \$874.00 | \$874.00 |
| 244 - BUSSE ST:MARGARET ST-605 FT S OF OLBRICH AVE - LUMP SUM | 1.00 | \$1,012.00 | \$1,012.00 |
| 245 - CAMDEN RD:ALLIS AVE-PFLAUM RD - LUMP SUM | 1.00 | \$4,602.00 | \$4,602.00 |
| 246 - CENTER AVE:DIVISION ST-DUNNING ST - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 247 - CLOVER LN:SARGENT ST-692 FT S OF OLBRICH AVE - LUMP SUM | 1.00 | \$748.00 | \$748.00 |
| 248 - DOUGLAS TRL:GROVELAND TER-KVAMME LN - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 249 - HOB ST:CAMDEN RD-157 FT E OF CAMDEN RD - LUMP SUM | 1.00 | \$142.00 | \$142.00 |

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731

DATE: 6/8/23

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

| Item | Quantity | Price | Extension |
|--|----------|------------|------------|
| 250 - JOHNS ST:OLBRICH AVE-COTTAGE GROVE RD - LUMP SUM | 1.00 | \$759.00 | \$759.00 |
| 251 - LAMONT LN:LOUDEN LN-KVAMME LN - LUMP SUM | 1.00 | \$184.00 | \$184.00 |
| 252 - LINDA VISTA RD:CAMDEN RD-156 FT E OF CAMDEN RD - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 253 - LORI CIR:DEMPSEY RD-616 FT E OF DEMPSEY RD - LUMP SUM | 1.00 | \$816.00 | \$816.00 |
| 254 - LOUDEN LN:DOUGLAS TRL-ACACIA LN - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 255 - MILLER AVE:WILLARD AVE-LAKELAND AVE - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 256 - OAKRIDGE AVE:SCHURZ AVE-ELMSIDE BLVD - LUMP SUM | 1.00 | \$1,150.00 | \$1,150.00 |
| 257 - OHIO AVE:WILLARD AVE-OAKRIDGE AVE - LUMP SUM | 1.00 | \$184.00 | \$184.00 |
| 258 - OLBRICH AVE:ATWOOD AVE-SILAS ST - LUMP SUM | 1.00 | \$644.00 | \$644.00 |
| 259 - PINNEY ST:SILAS ST-DEMPSEY RD - LUMP SUM | 1.00 | \$518.00 | \$518.00 |
| 260 - ROCKWELL DR:DEMPSEY RD-BERGEN ST - LUMP SUM | 1.00 | \$978.00 | \$978.00 |
| 261 - ROYSTER OAKS DR:SILAS ST-COTTAGE GROVE RD - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 262 - ROYSTER OAKS - PINNEY ST ALLEY:ROYSTER OAKS DR-PINNEY ST - LUMP SUM | 1.00 | \$193.00 | \$193.00 |
| 263 - SILAS ST:ROYSTER OAKS DR-PINNEY ST - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 264 - SOMMERS AVE:DIVISION ST-DUNNING ST - LUMP SUM | 1.00 | \$115.00 | \$115.00 |
| 265 - STEINIES DR:DEMPSEY RD-BERGEN ST - LUMP SUM | 1.00 | \$633.00 | \$633.00 |
| 266 - AUTUMN LAKE PKWY:LIEN RD-SUMMER SHINE DR - LUMP SUM | 1.00 | \$322.00 | \$322.00 |
| 267 - SUMMER SHINE DR:MORNING MIST WAY-PIPERS BROOK DR - LUMP SUM | 1.00 | \$173.00 | \$173.00 |
| 268 - SUMMER SHINE DR - LEVITAN LN ALLEY:SUMMER SHINE DR-LEVITAN LN - LUMP SUM | 1.00 | \$173.00 | \$173.00 |
| 269 - SUMMER SHINE DR - LEVITAN LN ALLEY:SUMMER SHINE DR-LEVITAN LN - LUMP SUM | 1.00 | \$173.00 | \$173.00 |
| 270 - ACADIA CT:ACADIA DR-187 FT W OF ACADIA DR - LUMP SUM | 1.00 | \$518.00 | \$518.00 |
| 271 - ACADIA DR:COLONY DR-EVERGLADE DR - LUMP SUM | 1.00 | \$518.00 | \$518.00 |
| 272 - APPOMATTOX CT:GETTYSBURG DR-207 FT N OF GETTYSBURG DR - LUMP SUM | 1.00 | \$138.00 | \$138.00 |
| 273 - BRYCE CANYON CIR:N YELLOWSTONE DR-491 FT NE OF N YELLOWSTONE DR - LUMP SUM | 1.00 | \$345.00 | \$345.00 |
| 274 - DRIFTWOOD AVE:S ROSA RD-ISLAND DR - LUMP SUM | 1.00 | \$1,213.00 | \$1,213.00 |
| 275 - DUNRAVEN CT:S YELLOWSTONE DR-W END - LUMP SUM | 1.00 | \$173.00 | \$173.00 |
| 276 - ENTERPRISE LN:NORMANDY LN-S YELLOWSTONE DR - LUMP SUM | 1.00 | \$518.00 | \$518.00 |
| 277 - GETTYSBURG DR:S YELLOWSTONE DR-INNER DR - LUMP SUM | 1.00 | \$575.00 | \$575.00 |
| 278 - HODGSON CT:SAUK RIDGE TRL-174 FT E OF SAUK RIDGE TRL - LUMP SUM | 1.00 | \$322.00 | \$322.00 |
| 279 - NORMANDY LN:ENTERPRISE LN-GRAND CANYON DR - LUMP SUM | 1.00 | \$518.00 | \$518.00 |
| 280 - OLD SAUK CT:OLD SAUK RD-430 FT S OF OLD SAUK RD - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 281 - PEBBLE BEACH DR:SAUK RIDGE TRL-445 FT NW OF SAUK RIDGE TRL - LUMP SUM | 1.00 | \$518.00 | \$518.00 |
| 282 - POTOMAC LN:NORMANDY LN-ODANA RD - LUMP SUM | 1.00 | \$552.00 | \$552.00 |
| 283 - SARATOGA CIR:SHILOH DR-336 FT S OF SHILOH DR - LUMP SUM | 1.00 | \$172.00 | \$172.00 |

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023

CONTRACT NO. 8731

DATE: 6/8/23

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

| Item | Quantity | Price | Extension |
|---|----------|------------|--------------|
| 284 - SAUK RIDGE TRL:OLD SAUK RD-PEBBLE BEACH DR - LUMP SUM | 1.00 | \$1,587.00 | \$1,587.00 |
| 285 - SCHLOUGH CT:SAUK RIDGE TRL-440 FT SE OF SAUK RIDGE TRL - LUMP SUM | 1.00 | \$644.00 | \$644.00 |
| 286 - SHILOH CT:SHILOH DR-192 FT S OF SHILOH DR - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 287 - SHILOH DR:N YELLOWSTONE DR-EVERGLADE DR - LUMP SUM | 1.00 | \$795.00 | \$795.00 |
| 288 - SILVERTREE RUN:N WHITNEY WAY-UNIVERSITY ROW ROUNDAABOUT (WB) - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 289 - SILVERTREE RUN ROUNDAABOUT (EB):UNIVERSITY ROW - SILVERTREE RUN - LUMP SUM | 1.00 | \$172.00 | \$172.00 |
| 290 - SUMTER CT:GETTYSBURG DR-N END - LUMP SUM | 1.00 | \$150.00 | \$150.00 |
| 291 - UNIVERSITY ROW:UNIVERSITY ROW ROUNDAABOUT (WB)- UNIVERSITY AVE - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 292 - UNIVERSITY ROW ROUNDAABOUT (WB):SILVERTREE RUN- UNIVERSITY ROW - LUMP SUM | 1.00 | \$230.00 | \$230.00 |
| 293 - YELLOWSTONE CT:S YELLOWSTONE DR-148 FT W OF S YELLOWSTONE DR - LUMP SUM | 1.00 | \$356.00 | \$356.00 |
| 294 - YOSEMITE PL:353 FT S OF OLD SAUK RD-OLD SAUK RD - LUMP SUM | 1.00 | \$460.00 | \$460.00 |
| 40602 - PAVEMENT CRACK SEALING - LINEAR FOOT (UNDISTRIBUTED) - LINEAR FOOT | 10000.00 | \$0.75 | \$7,500.00 |
| 295 Items | Totals | | \$278,314.00 |



Department of Public Works
Engineering Division

James M. Wolfe, 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

Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris J. Petykowski, P.E.

Deputy City Engineer

Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.
Mark D. Moder, P.E.

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, 2023 through January 31, 2025.

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.

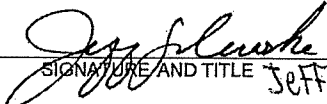
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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
COMPANY NAME AFFIX SEAL
SEAL ADOPTED" December 20, 2022
DATE

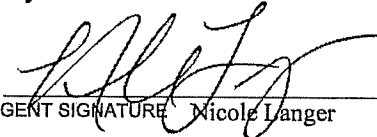
By: 
SIGNATURE AND TITLE Jeff Salewske,
SURETY Assistant Secretary

Western Surety Company December 20, 2022
COMPANY NAME AFFIX SEAL DATE

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

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 8856714 for the year * and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.
* 2023-2025

December 20, 2022
DATE


AGENT SIGNATURE Nicole Langer

Willis Towers Watson Midwest, Inc.
8400 Normandale Lake Blvd, Suite 1700
ADDRESS

Bloomington, MN 55437
CITY, STATE AND ZIP CODE

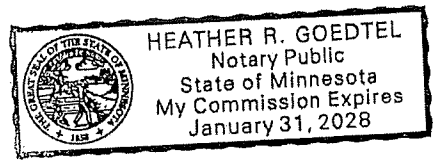
763.302.7100
TELEPHONE NUMBER

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 20th day of December 2022, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Heather R. Goedel
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedel, Kelly Nicole Enghauser, Megan Nicole Scott, 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 14th day of February, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

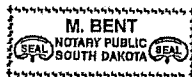
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of February, 2022, 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

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of December, 2022



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 12th day of July in the year Two Thousand and Twenty-Three 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 JULY 11, 2023, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023 CONTRACT NO. 8731

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 TWO HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FOURTEEN AND NO/100 (\$278,314.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:


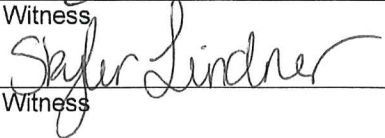
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

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


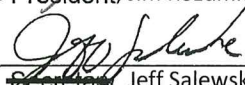
**REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023
CONTRACT NO. 8731**

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

Countersigned:



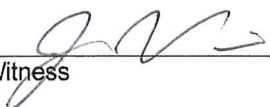
 7/12/2023
 Witness Date
 7/12/2023
 Witness Date

FAHRNER ASPHALT SEALERS, L.L.C.

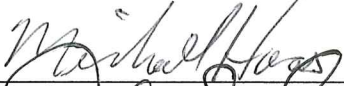
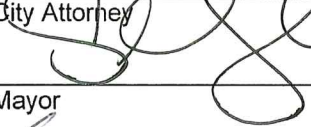

Company Name
 7/12/2023
 Vice President, Jim Rozumalski Date
 7/12/2023
~~Secretary~~ Jeff Salewske Date
 Assistant Secretary

CITY OF MADISON, WISCONSIN

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

 7/19/2023
 Finance Director Date
 7/25/23
 Witness Date
 7/18/23
 Witness Date

Approved as to form:

 7/20/23
 City Attorney Date
 7/25/23
 Mayor Date
 for 7-18-23
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

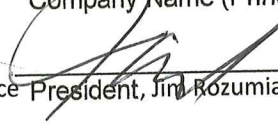
LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we Fahrner Asphalt Sealers, L.L.C., as principal, and Western Surety Company Company of 151 N Franklin Street, Chicago, IL 60606 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FOURTEEN AND NO/100 (\$278,314.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**REPAIRING AND SEALING PAVEMENT CRACKS - LOCAL STREETS 2023
CONTRACT NO. 8731**

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 12th day of July, 2023

Countersigned: Fahrner Asphalt Sealers, L.L.C.
Company Name (Principal) "NO CORPORATE SEAL ADOPTED" Seal

Vice President, Jim Rozumalski

Witness 

Assistant Secretary Jeff Salewske

Approved as to form: Western Surety Company Seal

 City Attorney
By  Attorney-in-Fact Kelly Nicole Enghausser
 Salary Employee Commission

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17926981 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 12, 2023
Date


Agent Signature Kelly Nicole Enghausser

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 12th day of July 2023, before me personally came Kelly Nicole Enghauser, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Heather R. Goedtel
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Laurie Pflug, Brian D. Carpenter, Nicole Langer, Craig Olmstead, Jessica Hoff, Heather R. Goedtel, Michelle Halter, Kelly Nicole Enghausser, Blake S. Bohlig, Trisha Kasper, Haley Pflug, 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 and Resolutions 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 Assistant Vice President and its corporate seal to be hereto affixed on this 11th day of April, 2023.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Assistant Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of April, 2023, before me personally came Larry Kasten, 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 an Assistant 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
March 2, 2026



M. Bent
M. Bent, 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 and Resolutions 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 12th day of July, 2023



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

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.

This Power of Attorney is signed by Larry Kasten, Assistant Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”