

\$1,647,177.97

BID OF Fahrner Asphalt Sealers, L.L.C.

2026

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

Chip Sealing 2026 - West

CONTRACT NO. 8835

PROJECT NO. 15929

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON Jun 9, 2026

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

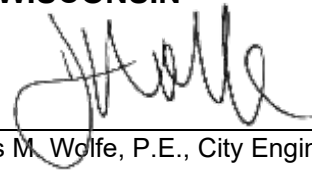
**CHIP SEALING 2026 - WEST
CONTRACT NO. 8835**

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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: BP

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	CHIP SEALING 2026 - WEST
CONTRACT NO.:	8835
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	April 30, 2026
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	April 30, 2026
BID SUBMISSION (2:00 P.M.)	May 7, 2026
BID OPEN (2:30 P.M.)	May 7, 2026
PUBLISHED IN WSJ	April 23 & 30, 2026

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may 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 Isaac Gabriel at (608) 267-1197, or Kyle Frank at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2026 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 DISCREPANCIES

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 (Certification required, See Section III & provide a minimum of 3 references)
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, \$1,500,000 to \$10,000,000
426 ☐ General Building Construction, over \$10,000,000
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

State of Wisconsin Certifications (continued)

- 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.
- 9 ☐ Pesticide application (Certification for Commercial Applicator in the category of Right-of-Way (6.0) and possess a current license issued by the DATCP)
- 10 ☐ Other:

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 <https://www.cityofmadison.com/civil-rights/contract-compliance>.

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

CHIP SEALING 2026 - WEST CONTRACT NO. 8835

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 \$79,000 for a single trade contract; or equal to or greater than \$386,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

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

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

Any street segment listed in **ARTICLE 608, SHALL** require only the skip line pavement marking removal.

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

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

SECTION 104.6 DECREASED AND DELETED ITEMS

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

There may be street art painted on some of the scheduled chip sealed streets. DO NOT SEAL over any street art. The contractor shall inform the Engineer of street art within the project limits that is encountered and has not been identified in the contract documents. The Engineer will be responsible for marking area(s) that are prohibited from chip sealing. Contractor shall submit a plan to the Engineer to mitigate material tracking into prohibited areas at least 5 working days prior to commencement of chip seal placement.

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 by City Traffic Engineering. The City will supply the contractor with the no parking signs. Please see the "Posting Temporary Parking Restrictions" instructions contained in these special provisions for further information regarding placement, inspection, contact information, and other instructions regarding the posting of temporary parking restrictions.

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.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public and bikes of the start of construction. Message boards are to be placed at the project limits, 2 per street, one for each direction of traffic for the following streets: OLD SAUK ROAD.

Message boards shall read:

"CHIPSEAL
WORK
BEGINS

Day of Week
Month/Date"

Peak hour restrictions shall apply for the streets highlighted in the Chip2026West_MetroBus.pdf. Peak hours shall be defined as Monday through Friday between the hours of 7 A.M. and 9 A.M. and 3 P.M. to 6 P.M. Peak

The Contractor shall **only** chip seal one half of the street at a time and use arrow boards to direct traffic when Chip sealing due to bus traffic and traffic volume. The Contractor shall also have several flaggers available and on site when sealing the following streets to assist in the traffic control for the streets shown in the CHIP2026West_MetroBus.pdf plan.

The Contractor shall furnish, install, maintain, and remove warning sign assemblies for "LOOSE GRAVEL" on ALL streets. Sign assemblies shall be in place after aggregate has been placed. The Contractor shall remove sign assemblies after performing the secondary street sweeping on the completed Chip Sealed Street.

The "LOOSE GRAVEL" warning sign assembly shall consist of an orange W8-7 diamond warning sign (36" x 36") and mounting. Contractor shall display signs so as to be easily viewed by all users. Contractor shall mount signs on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Engineer. Contractor shall inspect signs daily to ensure they remain in place during the project.

SECTION 109.2 PROSECUTION OF WORK

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

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

SECTION 109.7 TIME OF COMPLETION

The Contractor shall complete all work specified in this contract on or before **AUGUST 1, 2026.**

SECTION 109.9 LIQUIDATED DAMAGES

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

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

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

BID ITEM 21041 INLET PROTECTION, TYPE D – COMPLETE

DESCRIPTION

This item will be required as described below. It is intended for use at low points and enclosed depressions of the road when the chip sealing may occur with rain in the forecast. If there are any questions regarding the inlet protection locations listed please contact the Engineer.

ALL THE INLETS IN THE LOCATIONS SHOWN ON THE CHIP SEAL MAP (ALL INLETS HAVE A MAROON CIRCLE AROUND THEM) ARE REQUIRED TO HAVE BASKET INLETS INSTALLED.

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

The Contractor shall be responsible at a minimum to inspect weekly and within 24 hours after every precipitation event that produces 0.5 inches of rain or more during a 24-hour period. The Contractor shall remove sediment deposits, dispose of sediment, and restore device to its original dimension after accumulation of sediment is between one-third (1/3) to one-half (1/2) the design depth of the device. The contractor shall replace a non-operating device with a new device that will be considered incidental. The

Contractor shall take care to ensure sediment does not fall within the inlet. If sediment does fall within the inlet, the Contractor shall be responsible for removing and disposing of the sediment.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

SECTION 408.1 MATERIALS FOR PAVEMENT CHIP SEALING

The aggregate for the Chip Seal shall be Class A, Granite, and shall be grey in color or an approved equivalent. Aggregate shall be clean, uniform in quality, and free of deleterious materials. The gradation for the material shall conform to the following requirements:

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

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

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

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

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

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

SECTION 408.2 PERSONNEL

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

SECTION 408.3 EQUIPMENT

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

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

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

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

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

The Contractor shall perform a secondary sweeping of the completed Chip Sealed streets between 7 calendar days and 14 calendar days after the primary sweeping.

SECTION 408.4 PREPARATION OF THE SURFACE AND PROTECTION

Immediately before applying the Asphaltic Emulsion, the Contractor shall be responsible for removing all loose material, silt, clay, vegetation in the street and edge of gutter and other objectionable materials from the street with a power broom, street sweeper, edger or other approved method. **The Contractor shall install Temporary Raised Pavement Markers – Type II (reflective tabs) on the streets that have pavement marking prior to sealing streets. The tabs shall be installed on the existing pavement marking to notify the traffic of the lane delineations after the street has been sealed. Refer to WISDOT standard detail drawing (SDD) 15C34-06 for material dimension, color, and installation instructions. Spacing of markers shall be reduced along curves to ensure alignment is visible.**

General Note 3 of WISDOT SDD 15C34-06 is amended as follows: PLACEMENT OF TEMPORARY RAISED PAVEMENT MARKERS IS MANDATORY ON EXISTING BIKE LANES. CONTRACTOR SHALL PLACE MARKERS ONLY FOR THE LINE BETWEEN THE VEHICLE LANE AND THE BIKE LANE. MAXIMUM SPACING SHALL BE 30 FEET.

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

It shall be the Contractors responsibility to locate and protect all utility castings including but not limited to sewer access structures, gas valves, monument casings, traffic rated pull boxes, electrical vaults, water valves, inlets, and catch basins within the street or streets to be chip sealed prior to starting work and protect these castings by a suitable method such that **ABSOLUTELY NO ASPHALTIC EMULSION** will be applied. If castings are covered by chip sealing the Contractor will be responsible to clean and or replace the castings at their own expense, as required by the City Engineer. No work shall begin until all utility castings are protected.

No work shall begin until all Traffic Control is in place as required in Section 107.7.

All inlet protection shall remain in place until the streets are swept to the satisfaction of the Engineer. Please note that **BID ITEM 21041 INLET PROTECTION, TYPE D - COMPLETE** is required as described under **BID ITEM 21041**. All other inlet protection is considered incidental to lump sum bid of chip sealing.

SECTION 408.5

METHOD OF MEASUREMENT

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

SECTION 408.6

BASIS OF PAYMENT

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

ARTICLE 608 PAVEMENT MARKINGS

The following streets shall require REMOVAL OF ONLY THE SKIP LINES: OLD SAUK RD. Removal of the lines shall be measured by the linear foot removed.

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

Posting Temporary Parking Restrictions

Instructions

Partial Block Postings: Signs every 30 to 40 feet, which is approximately 2 to 3 car lengths.

Signs MUST be inspected 48 hours, or more, in advance of date(s) of use by Parking Enforcement to become valid.

After posting:

- Mon - Fri, 8 am - 4 pm, call (608) 266 - 4622
- Mon - Fri, after hours, 4 pm - 8 pm, call (608) 266 - 4275
- Sat & Sun, 8 am - 8 pm, call (608) 266 - 4275

Full Block Postings: Signs every 40 to 50 feet, which is approximately 3 to 4 car lengths.

Signs MUST be inspected, 48 hours or more, in advance of date(s) of use to become valid.

After posting:

- Mon - Fri, 8am - 4pm, call (608) 266 - 4622

For Approval, ALL signs MUST follow these guidelines:

- 3 to 4 feet off the ground - allowing for visibility to vehicles
- presented on a sturdy stake, lathe or approved sign pole (cannot be attached to trees or electrical poles)
- facing on-coming traffic
- perpendicular to the street

Not Approvable Posting Methods:

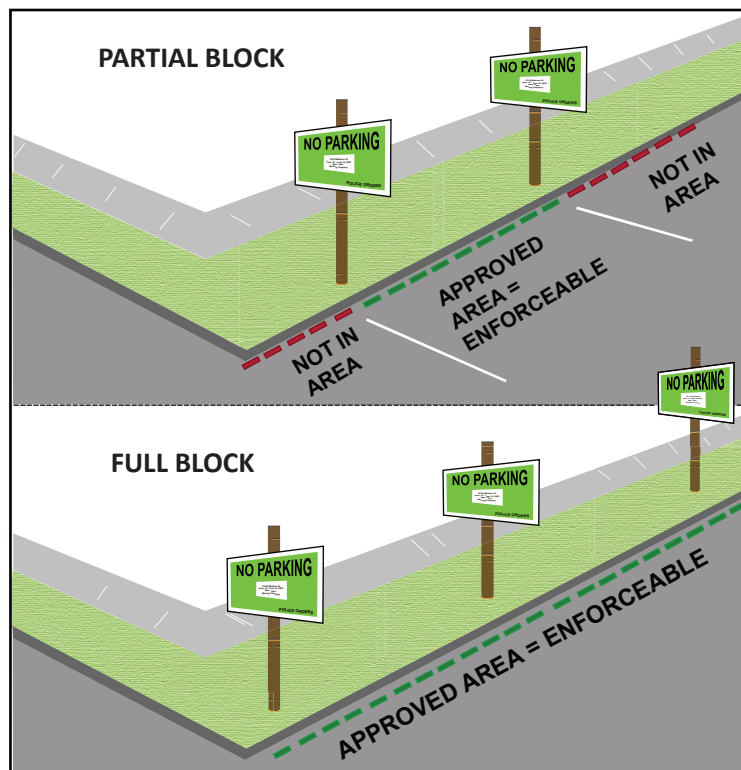
Buckets with sand, flexible posts (ex. garden stakes, hangers, garage sale signs), & moveable items like A-frames.

Things to Remember

- Original sign requests, and any changes (dates, times, locations, etc.), must be made through the Parking Division, and the signs will need to be (re)checked.
- It is your responsibility to call Parking Enforcement for checks and approvals of your signs.
- Signs must be securely fashioned to the stake & secured in the ground.
- Do not use tape to adhere signs to pole, use zip-ties.
- Do not post in a space where Temporary Postings already appear. Find a new space in that area.
- It is your responsibility to check on, and maintain, your sign postings. If they are damaged, fall, or need to be replaced, they will need to be re-checked by Parking Enforcement.
- You are responsible for removing the signs and zip-ties after the posting expires, or use is no longer needed.

Who to Call for Enforcement

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



City of Madison Parking Division

215 Martin Luther King Jr Blvd, Suite 109

Office Hours: 8:00 am - 4:30 pm

Phone: (608) 266 - 4761

parking@cityofmadison.com



www.cityofmadison.com/parking

Parking Enforcement

Office Hours: 8:00 am - 4:00 pm

Phone: (608) 266 - 4622

Dispatch: (608) 266 - 4275

ParkingEnforcement@cityofmadison.com

SECTION E: BIDDERS ACKNOWLEDGEMENT

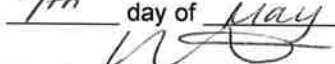
CHIP SEALING 2026 - WEST CONTRACT NO. 8835

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 - 2026 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 ; an individual trading as ; of the City of State of ; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

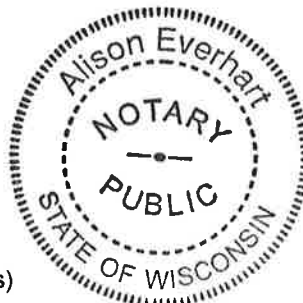

SIGNATURE

Ben Linzmeier, Vice President
TITLE, IF ANY

Sworn and subscribed to before me this
7th day of May, 2026.


(Notary Public or other officer authorized to administer oaths)
My Commission Expires 5/15/2028

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



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

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

RESOLVED, that effective January 1, 2024, Jeffrey Schuh is hereby removed as a Vice President of Fahrner Asphalt Sealers, L.L.C.

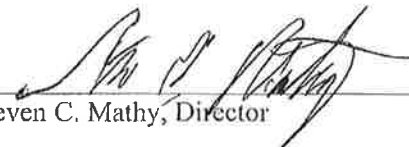
RESOLVED, that effective June 1, 2024, James Rozumalski is hereby removed as a Vice President of Fahrner Asphalt Sealers, L.L.C.

RESOLVED, that effective January 1, 2024, Brent Berg is hereby appointed as a Vice President of Fahrner Asphalt Sealers, L.L.C.

RESOLVED, that effective January 1, 2024, any one of the following named persons 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 M. Kruckow	Co-President
Michael S. Frodl	Co-President
Troy Carlson	Vice President
Jeff Sheehan	Vice President
Ben Linzmeier	Vice President
James Rozumalski	Vice President (until June 1, 2024)
Brent Berg	Vice President
John Crowley	Secretary and Treasurer
Tyler Cass	Assistant Secretary
Jeff Salewske	Assistant Secretary

Dated this 1st day of January, 2024.

By: 
Steven C. Mathy, Director

By: 
Scott P. Mathy, Director

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

Best Value Contracting

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

Pavement chip sealing general laborers

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

☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

☐ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

☐ First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

☐ Contractor has been in business less than one year.

☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

☐ An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

☐ **BRICKLAYER**

☐ **CARPENTER**

☐ **CEMENT MASON / CONCRETE FINISHER**

☐ **CEMENT MASON (HEAVY HIGHWAY)**

☐ **CONSTRUCTION CRAFT LABORER**

☐ **DATA COMMUNICATION INSTALLER**

☐ **ELECTRICIAN**

☐ **ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE**

☐ **GLAZIER**

☐ **HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER**

☐ **INSULATION WORKER (HEAT and FROST)**

☐ **IRON WORKER**

☐ **IRON WORKER (ASSEMBLER, METAL BLDGS)**

☐ PAINTER and DECORATOR

☐ PLASTERER

☐ PLUMBER

☐ RESIDENTIAL ELECTRICIAN

☐ ROOFER and WATER PROOFER

☐ SHEET METAL WORKER

☐ SPRINKLER FITTER

☐ STEAMFITTER

☐ STEAMFITTER (REFRIGERATION)

☐ STEAMFITTER (SERVICE)

☐ TAPER and FINISHER

☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

☐ TILE SETTER

**CHIP SEALING 2026 - WEST
CONTRACT NO. 8835**

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

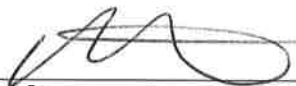
Contact Person/Title: Ben Linzmeier, Vice President

Prime Bidder Certification

I, Ben Linzmeier, Vice President of
Name Title

Fahrner Asphalt Sealers, LLC certify that the information
Company

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


Witness Signature


Bidder's Signature Ben Linzmeier, Vice President

May 7, 2026
Date

**CHIP SEALING 2026 - WEST
CONTRACT NO. 8835**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Stratton Trucking Inc	Trucking	1 %
Schlaboehn Trucking	Trucking	2 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		3 %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:		0 %
		0 % x 0.6 = 0 % (discounted to 60%)
Total Percentage of SBE Utilization:		3 %

Chip Sealing 2026 - West

CONTRACT NO. 8835

DATE: 5/7/2026

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

Item	Quantity	Price	Extension
Section B: Proposal Page			
1 - ACADIA CT:ACADIA DR-187 FT W OF ACADIA DR - LUMP SUM	1.00	\$929.28	\$929.28
2 - ACADIA DR:COLONY DR-EVERGLADE DR - LUMP SUM	1.00	\$8,219.20	\$8,219.20
3 - ANDOVER CIR:SAWMILL RD-250 FT S OF SAWMILL RD - LUMP SUM	1.00	\$2,245.76	\$2,245.76
4 - APPALACHIAN WAY:229 FT E OF BLUE RIDGE PKWY-432 FT W OF BLUE RIDGE PKWY - LUMP SUM	1.00	\$4,407.04	\$4,407.04
5 - APPLE HILL CIR:N WESTFIELD RD-543 FT SW OF N WESTFIELD RD - LUMP SUM	1.00	\$3,859.68	\$3,859.68
6 - APPOMATTOX CT:GETTYSBURG DR-207 FT N OF GETTYSBURG DR - LUMP SUM	1.00	\$1,659.68	\$1,659.68
7 - ARBOR VITAE PL:BORDNER DR-174 FT NW OF BORDNER DR - LUMP SUM	1.00	\$1,223.20	\$1,223.20
8 - BACKBAY CIR:MIDDLETON ST-340 FT S OF MIDDLETON ST - LUMP SUM	1.00	\$2,640.00	\$2,640.00
9 - BEACH ST:ANCHORAGE AVE-77 FT S OF CABLE AVE - LUMP SUM	1.00	\$5,037.12	\$5,037.12
10 - BISHOPS HILL CIR:TRAMORE TRAIL-730 FT N OF TRAMORE TRL - LUMP SUM	1.00	\$5,037.12	\$5,037.12
11 - BITTERSWEET PL:BORDNER DR-722 FT W OF BORDNER DR - LUMP SUM	1.00	\$2,349.60	\$2,349.60
12 - BLUE RIDGE CT:BLUE RIDGE PKWY-281 FT SE OF BLUE RIDGE PKWY - LUMP SUM	1.00	\$2,557.28	\$2,557.28
13 - BLUE RIDGE PKWY:N YELLOWSTONE DR-191 FT N OR APPALACHIAN WAY - LUMP SUM	1.00	\$17,600.00	\$17,600.00
14 - BOOTHBAY CIR:N HIGH POINT RD-306 FT E OF N HIGH POINT RD - LUMP SUM	1.00	\$2,557.28	\$2,557.28
15 - BORDNER DR:303 FT SE OF FORSYTHIA PL-N ROSA RD - LUMP SUM	1.00	\$11,151.36	\$11,151.36
16 - BRANFORD LN E:N WESTFIELD RD-436 FT E OF N WESTFIELD RD - LUMP SUM	1.00	\$3,351.04	\$3,351.04
17 - BRANFORD LN W:N WESTFIELD RD-688 FT W OF N WESTFIELD RD - LUMP SUM	1.00	\$4,697.44	\$4,697.44
18 - BRODY DR:CRAIG AVE-TEMKIN AVE - LUMP SUM	1.00	\$8,185.76	\$8,185.76
19 - BRYCE CANYON CIR:N YELLOWSTONE DR-491 FT NE OF N YELLOWSTONE DR - LUMP SUM	1.00	\$3,220.80	\$3,220.80
20 - CABLE AVE:BEACH ST-SOUTH HILL DR - LUMP SUM	1.00	\$4,144.80	\$4,144.80
21 - CAMELOT DR:182 FT W OF CAMELOT DR-BAKER AVE - LUMP SUM	1.00	\$8,264.96	\$8,264.96
22 - CAMELOT DR:180 FT N OF CAMELOT DR-S END - LUMP SUM	1.00	\$3,639.68	\$3,639.68
23 - CAPITAL AVE:OLD MIDDLETON RD-UNIVERSITY AVE - LUMP SUM	1.00	\$9,768.00	\$9,768.00
24 - CARLSBAD DR:126 FT E OF SAN JUAN TRL-SAN JUAN TRL - LUMP SUM	1.00	\$1,202.08	\$1,202.08
25 - CASTLEBAR CT:LONGMEADOW RD-186 FT SW OF LONGMEADOW RD - LUMP SUM	1.00	\$1,708.96	\$1,708.96
26 - CEDAR PL:BORDNER DR-531 FT W OF BORDNER DR - LUMP SUM	1.00	\$3,048.32	\$3,048.32
27 - CHARMANY DR:S ROSA RD-RESEARCH PARK BLVD - LUMP SUM	1.00	\$11,897.60	\$11,897.60
28 - CHESTERTON CIR:TRAMORE TRL-388 FT S OF TRAMORE TRL - LUMP SUM	1.00	\$3,120.48	\$3,120.48
29 - COLONY DR:HORSESHOE BND-N GAMMON RD - LUMP SUM	1.00	\$9,329.76	\$9,329.76

Chip Sealing 2026 - West

CONTRACT NO. 8835

DATE: 5/7/2026

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

Item	Quantity	Price	Extension
30 - CORONADO CT:MINERAL POINT RD-379 FT N OF MESA VERDE CT - LUMP SUM	1.00	\$3,780.48	\$3,780.48
31 - CRESTWOOD PL:N ROSA RD-457 FT W OF N ROSA RD - LUMP SUM	1.00	\$3,296.48	\$3,296.48
32 - DAHLEN DR:LORRAINE DR-N END - LUMP SUM	1.00	\$5,968.16	\$5,968.16
33 - DARIEN CIR:TRAMORE TRL-258 FT N OF TRAMORE TRL - LUMP SUM	1.00	\$2,409.44	\$2,409.44
34 - DARIEN DR:SAWMILL RD-TRAMORE TRL - LUMP SUM	1.00	\$4,136.00	\$4,136.00
35 - DOGWOOD PL:BORDNER DR-600 FT W OF BORDNER DR - LUMP SUM	1.00	\$3,333.44	\$3,333.44
36 - DRIFTWOOD AVE:S ROSA RD-ISLAND DR - LUMP SUM	1.00	\$10,896.16	\$10,896.16
37 - DRUMHILL CIR:MIDDLETON ST-372 FT E OF MIDDLETON ST - LUMP SUM	1.00	\$2,833.60	\$2,833.60
38 - DUNRAVEN CT:S YELLOWSTONE DR-177 FT W OF S YELLOWSTONE DR - LUMP SUM	1.00	\$1,281.28	\$1,281.28
39 - E NEWHAVEN CIR:TRAMORE TRL-464 FT E OF TRAMORE TRL - LUMP SUM	1.00	\$3,285.92	\$3,285.92
40 - E SPYGLASS CT:PEBBLE BEACH DR-407 FT E OF PEBBLE BEACH DR - LUMP SUM	1.00	\$2,680.48	\$2,680.48
41 - EASTBOURNE CIR:SAWMILL RD-536 FT S OF SAWMILL CIR - LUMP SUM	1.00	\$3,995.20	\$3,995.20
42 - EDDY ST:SOUTH HILL DR-DRIFTWOOD AVE - LUMP SUM	1.00	\$2,464.00	\$2,464.00
43 - ELDER PL:N ROSA RD-674 FT W OF BORDNER DR - LUMP SUM	1.00	\$5,280.00	\$5,280.00
44 - ELLIS POTTER CT:SCHROEDER RD-483 FT N OF SCHROEDER RD - LUMP SUM	1.00	\$3,578.08	\$3,578.08
45 - ENTERPRISE LN:NORMANDY LN-S YELLOWSTONE DR - LUMP SUM	1.00	\$6,226.88	\$6,226.88
46 - FIRESTONE CT:HARVEST HILL RD-331 FT SW OF HARVEST HILL RD - LUMP SUM	1.00	\$2,374.24	\$2,374.24
47 - FISKDALE CIR:N GAMMON RD-S END - LUMP SUM	1.00	\$3,685.44	\$3,685.44
48 - FLAMBEAU RD:UNIVERSITY AVE-TOMAHAWK TRL - LUMP SUM	1.00	\$1,584.00	\$1,584.00
49 - FORSYTHIA PL:BORDNER DR-867 FT W OF BORDNER DR - LUMP SUM	1.00	\$3,872.00	\$3,872.00
50 - FORWARD DR:2056 FT N OF SCHROEDER RD-SCHROEDER RD - LUMP SUM	1.00	\$15,319.04	\$15,319.04
51 - FOX POINT CIR:TRAMORE TRL-577 FT W OF TRAMORE TRL - LUMP SUM	1.00	\$3,872.00	\$3,872.00
52 - FRIGATE DR:SOUTH HILL DR-DRIFTWOOD AVE - LUMP SUM	1.00	\$7,884.80	\$7,884.80
53 - GALLEY CT:FRIGATE DR-302 FT E OF FRIGATE DR - LUMP SUM	1.00	\$2,009.92	\$2,009.92
54 - GAMMON PL:MINERAL POINT RD-S GAMMON RD - LUMP SUM	1.00	\$7,744.00	\$7,744.00
55 - GETTYSBURG DR:S YELLOWSTONE DR-INNER DR - LUMP SUM	1.00	\$7,824.96	\$7,824.96
56 - GLACIER CT:GLACIER DR-203 FT N OF GLACIER DR - LUMP SUM	1.00	\$1,828.64	\$1,828.64
57 - GLACIER DR:N YELLOWSTONE DR-BLUE RIDGE PKWY - LUMP SUM	1.00	\$5,677.76	\$5,677.76
58 - GLENSIDE CIR:HARVEST HILL RD-502 FT SE OF HARVEST HILL RD - LUMP SUM	1.00	\$3,854.40	\$3,854.40
59 - GRAND CANYON CT:OFFSHORE DR-W PLATTE DR - LUMP SUM	1.00	\$33,580.80	\$33,580.80

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Item	Quantity	Price	Extension
60 - GRAND TETON PLZ:S YELLOWSTONE DR-GRAND CANYON DR - LUMP SUM	1.00	\$7,814.40	\$7,814.40
61 - HARBOR CT:564 FT E OF LAKE MENDOTA DR-LAKE MENDOTA DR - LUMP SUM	1.00	\$2,675.20	\$2,675.20
62 - HARVEST HILL RD:SAUK RIDGE TRL-396 FT W OF N WESTFIELD RD - LUMP SUM	1.00	\$25,405.60	\$25,405.60
63 - HAVERHILL CIR:HARVEST HILL RD-575 FT N OF HARVEST HILL RD - LUMP SUM	1.00	\$4,259.20	\$4,259.20
64 - HAWSER RD:SOUTH HILL DR-ISLAND DR - LUMP SUM	1.00	\$3,514.72	\$3,514.72
65 - HEIM AVE:QUETICO DR-UNIVERSITY AV - LUMP SUM	1.00	\$2,464.00	\$2,464.00
66 - HIGHGATE CIR:TRAMORE TRL-348 ST SE OF TRAMORE TRL - LUMP SUM	1.00	\$2,738.56	\$2,738.56
67 - HODGSON CT:SAUK RIDGE TRL-174 FT E OF SAUK RIDGE TRL - LUMP SUM	1.00	\$1,369.28	\$1,369.28
68 - HORSESHOE BND:INNER DR-193 FT N OF COLONY DR - LUMP SUM	1.00	\$3,602.72	\$3,602.72
69 - INNER DR:SOUTH HILL DR-COLONY DR - LUMP SUM	1.00	\$30,914.40	\$30,914.40
70 - INVERRARY CT:HARVEST HILL RD-179 FT SW OF HARVEST HILL RD - LUMP SUM	1.00	\$1,312.96	\$1,312.96
71 - ISLAND DR:SOUTH HILL DR-MINERAL POINT RD - LUMP SUM	1.00	\$14,199.68	\$14,199.68
72 - ISLE ROYAL DR:N YELLOWSTONE DR-CARLSBAD DR - LUMP SUM	1.00	\$2,956.80	\$2,956.80
73 - KEELSON DR:INNER DR-QUARTERDECK DR - LUMP SUM	1.00	\$7,726.40	\$7,726.40
74 - KESSEL CT:SCHROEDER RD-628 FT N OF SCHROEDER RD - LUMP SUM	1.00	\$4,512.64	\$4,512.64
75 - LANDFALL DR:NAUTILUS DR-QUARTERDECK DR - LUMP SUM	1.00	\$8,426.88	\$8,426.88
76 - LARCH CIR:S HIGHLANDS AVE-402 FT SW OF S HIGHLANDS AVE - LUMP SUM	1.00	\$2,844.16	\$2,844.16
77 - LONGMEADOW CIR:LONGMEADOW RD-291 FT SW OF LONGMEADOW RD - LUMP SUM	1.00	\$2,513.28	\$2,513.28
78 - LONGMEADOW RD:N GAMMON RD-165 FT NW OF CASTLEBAR CT - LUMP SUM	1.00	\$22,985.60	\$22,985.60
79 - LORRAINE DR:DAHLEN DR-PAULINE AVE - LUMP SUM	1.00	\$7,620.80	\$7,620.80
80 - MANOR HILL CIR:HARVEST HILL RD-363 FT N OF HARVEST HILL RD - LUMP SUM	1.00	\$3,120.48	\$3,120.48
81 - MARSHA DR:PAULINE AVE-TEMKIN AVE - LUMP SUM	1.00	\$5,227.20	\$5,227.20
82 - MASTHEAD DR:ISLAND DR-QUARTERDECK DR - LUMP SUM	1.00	\$8,919.68	\$8,919.68
83 - MESA VERDE CT:CORONADO CT-E END - LUMP SUM	1.00	\$2,844.16	\$2,844.16
84 - MIDDLETON ST:N GAMMON RD-377 FT NW OF BACKBAY CIR - LUMP SUM	1.00	\$7,972.80	\$7,972.80
85 - MINOCQUA CRES:MINOCQUA SPUR-LAKE MENDOTA DR - LUMP SUM	1.00	\$2,189.44	\$2,189.44
86 - MINOCQUA SPUR:TOMAHAWK TRL-MINOCQUA CRES - LUMP SUM	1.00	\$1,077.12	\$1,077.12
87 - MONDALE CT:ENGLEWOOD DR-369 FT SE OF ENGLEWOOD DR - LUMP SUM	1.00	\$2,191.20	\$2,191.20
88 - MORNINGDALE CIR:HARVEST HILL RD-510 FT S OF HARVEST HILL RD - LUMP SUM	1.00	\$3,921.28	\$3,921.28
89 - MT RAINIER LN:190 FT W OF BLUE RIDGE PKWY-248 FT E OF BLUE RIDGE PKWY - LUMP SUM	1.00	\$3,641.44	\$3,641.44

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Item	Quantity	Price	Extension
90 - N GAMMON RD:OLD SAUK RD-547 FT N OF MIDDLETON ST - LUMP SUM	1.00	\$28,332.48	\$28,332.48
91 - N HIGH POINT RD:TRAMORE TRL-147 FT N OF NORWALK CIR - LUMP SUM	1.00	\$7,946.40	\$7,946.40
92 - N STRATHFIELD CIR:HARVEST HILL RD-396 FT N OF HARVEST HILL RD - LUMP SUM	1.00	\$3,247.20	\$3,247.20
93 - N WESTFIELD RD:OLD SAUK RD-TRAMORE TRL - LUMP SUM	1.00	\$24,763.20	\$24,763.20
94 - N WHITNEY WAY:OLD MIDDLETON RD-UNIVERSITY AVE - LUMP SUM	1.00	\$11,440.00	\$11,440.00
95 - N WOODMONT CIR:SAWMILL RD-550 FT N OF SAWMILL RD - LUMP SUM	1.00	\$3,778.72	\$3,778.72
96 - N YELLOWSTONE DR:INNER DR-EVERGLADE DR - LUMP SUM	1.00	\$15,577.76	\$15,577.76
97 - NAUTILUS DR:ISLAND DR-MINERAL POINT RD - LUMP SUM	1.00	\$15,840.00	\$15,840.00
98 - NORMANDY LN:ENTERPRISE LN-GRAND CANYON DR - LUMP SUM	1.00	\$9,504.00	\$9,504.00
99 - NORWALK CIR:N HIGH POINT RD-361 FT E OF N HIGH POINT RD - LUMP SUM	1.00	\$2,288.00	\$2,288.00
100 - ODANA CT:ODANA RD-369 FT NE OF ODANA RD - LUMP SUM	1.00	\$3,326.40	\$3,326.40
101 - OFFSHORE DR:NAUTILUS DR-GRAND CANYON DR - LUMP SUM	1.00	\$12,284.80	\$12,284.80
102 - OLD MIDDLETON RD:CAPITAL AVE-COUNTRYSIDE LN - LUMP SUM	1.00	\$19,008.00	\$19,008.00
103 - OLD SAUK CT:OLD SAUK RD-430 FT S OF OLD SAUK RD - LUMP SUM	1.00	\$2,886.40	\$2,886.40
104 - OLD SAUK RD:OLD MIDDLETON RD-N GAMMON RD - LUMP SUM	1.00	\$47,900.16	\$47,900.16
105 - OLYMPIC DR:OZARK TRL-448 FT W OF BLUE RIDGE PKWY - LUMP SUM	1.00	\$4,051.52	\$4,051.52
106 - PAULINE AVE:BRODY DR-LORRAINE DR - LUMP SUM	1.00	\$5,456.00	\$5,456.00
107 - PEBBLE BEACH CIR:PEBBLE BEACH DR-686 FT SE OF PEBBLE BEACH DR - LUMP SUM	1.00	\$3,968.80	\$3,968.80
108 - PEBBLE BEACH DR:OLD SAUK RD-445 FT NW OF SAUK RIDGE TRL - LUMP SUM	1.00	\$17,600.00	\$17,600.00
109 - PINEHURST CIR:PEBBLE BEACH DR-336 FT W OF PEBBLE BEACH DR - LUMP SUM	1.00	\$3,000.80	\$3,000.80
110 - PONWOOD CIR:N GAMMON RD-E END - LUMP SUM	1.00	\$3,611.52	\$3,611.52
111 - POTOMAC LN:NORMANDY LN-ODANA RD - LUMP SUM	1.00	\$3,280.64	\$3,280.64
112 - QUARTERDECK DR:INNER DR-OFFSHORE DR - LUMP SUM	1.00	\$8,349.44	\$8,349.44
113 - QUETICO DR:HEIM AVE-N END - LUMP SUM	1.00	\$2,069.76	\$2,069.76
114 - RAMSGATE CIR:SAWMILL RD-260 FT S OF SAWMILL RD - LUMP SUM	1.00	\$2,124.32	\$2,124.32
115 - RAYOVAC DR:WATTS RD-SCHROEDER RD - LUMP SUM	1.00	\$10,192.16	\$10,192.16
116 - REDMOUND CIR:SAWMILL RD-199 FT E OF SAWMILL RD - LUMP SUM	1.00	\$1,916.64	\$1,916.64
117 - RESEARCH PARK BLVD:CHARMANY DR-ODANA RD - LUMP SUM	1.00	\$29,145.60	\$29,145.60
118 - ROUGH LEE CT:OLD MIDDLETON RD-686 FT SW OF OLD MIDDLETON RD - LUMP SUM	1.00	\$4,848.80	\$4,848.80
119 - S GAMMON RD:WATTS RD-SCHROEDER RD - LUMP SUM	1.00	\$17,022.72	\$17,022.72
120 - S ROSA RD:MINERAL POINT RD-RESEARCH PARK BLVD - LUMP SUM	1.00	\$14,361.60	\$14,361.60

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121 - S STRATHFIELD CIR:HARVEST HILL RD-458 FT S OF HARVEST HILL RD - LUMP SUM	1.00	\$3,592.16	\$3,592.16
122 - S WHITNEY WAY:MINERAL POINT RD-WEST BELTLINE HWY RAMPS (WB) - LUMP SUM	1.00	\$70,505.60	\$70,505.60
123 - S WOODMONT CIR:SAWMILL RD-584 FT S OF SAWMILL RD - LUMP SUM	1.00	\$3,711.84	\$3,711.84
124 - S YELLOWSTONE DR:INNER DR-ODANA RD - LUMP SUM	1.00	\$30,474.40	\$30,474.40
125 - SAN JUAN TRL:N YELLOWSTONE DR-OLD SAUK RD - LUMP SUM	1.00	\$5,016.00	\$5,016.00
126 - SARATOGA CIR:SHILOH DR-336 FT S OF SHILOH DR - LUMP SUM	1.00	\$2,464.00	\$2,464.00
127 - SAUK RIDGE TRL:OLD SAUK RD-PEBBLE BEACH DR - LUMP SUM	1.00	\$19,455.04	\$19,455.04
128 - SAWMILL RD:N GAMMON RD-REDMOUND CIR - LUMP SUM	1.00	\$34,284.80	\$34,284.80
129 - SCHLOUGH CT:SAUK RIDGE TRL-440 FT SE OF SAUK RIDGE TRL - LUMP SUM	1.00	\$2,627.68	\$2,627.68
130 - SCHROEDER CT:SCHROEDER RD-441 FT N OF SCHROEDER RD - LUMP SUM	1.00	\$2,627.68	\$2,627.68
131 - SCHROEDER RD:W BELTLINE HWY OFF RAMP (EB)-S GAMMON RD - LUMP SUM	1.00	\$58,118.72	\$58,118.72
132 - SHEA CT:HARVEST HILL RD-464 FT N OF HARVEST HILL RD - LUMP SUM	1.00	\$2,752.64	\$2,752.64
133 - SHILOH CT:SHILOH DR-192 FT S OF SHILOH DR - LUMP SUM	1.00	\$2,192.96	\$2,192.96
134 - SHILOH DR:N YELLOWSTONE DR-EVERGLADE DR - LUMP SUM	1.00	\$9,856.00	\$9,856.00
135 - SILVERTREE RUN:N WHITNEY WAY-UNIVERSITY ROW ROUNDABOUT (WB) - LUMP SUM	1.00	\$3,294.72	\$3,294.72
136 - SILVERTREE RUN ROUNDABOUT (EB):UNIVERSITY ROW - SILVERTREE RUN - LUMP SUM	1.00	\$1,056.00	\$1,056.00
137 - SOUTH HILL DR:S ROSA RD-ISLAND DR - LUMP SUM	1.00	\$15,238.08	\$15,238.08
138 - SPRING CT:889 FT NE OF LAKE MENDOTA DR-LAKE MENDOTA DR - LUMP SUM	1.00	\$4,928.00	\$4,928.00
139 - SPRING HARBOR DR:LAKE MENDOTA DR-UNIVERSITY AVE - LUMP SUM	1.00	\$4,012.80	\$4,012.80
140 - ST ANDREWS CIR:HARVEST HILL RD-439 FT S OF HARVEST HILL RD - LUMP SUM	1.00	\$3,115.20	\$3,115.20
141 - STRUCK ST:SEYBOLD RD-SCHROEDER RD - LUMP SUM	1.00	\$14,213.76	\$14,213.76
142 - STURBRIDGE CIR:SAWMILL RD-358 FT S OF THORNHILL CIR - LUMP SUM	1.00	\$4,276.80	\$4,276.80
143 - SUE PL:BRODY DR-341 FT NE OF BRODY DR - LUMP SUM	1.00	\$2,011.68	\$2,011.68
144 - SUMTER CT:GETTYSBURG DR-191 FT N OF GETTYSBURG DR - LUMP SUM	1.00	\$1,532.96	\$1,532.96
145 - TEMKIN AVE:DAHLEN DR-NORMAN WAY - LUMP SUM	1.00	\$3,864.96	\$3,864.96
146 - THORNHILL CIR:STURBRIDGE CIR-210 FT E OF STURBRIDGE CIR - LUMP SUM	1.00	\$2,069.76	\$2,069.76
147 - TOKAY BLVD:S WHITNEY WAY-ODANA RD - LUMP SUM	1.00	\$21,243.20	\$21,243.20
148 - TOMAHAWK TRL:MINOCQUA SPUR-FLAMBEAU RD - LUMP SUM	1.00	\$2,611.84	\$2,611.84
149 - TORREY PINES CT:HARVEST HILL RD-342 FT S OF HARVEST HILL RD - LUMP SUM	1.00	\$2,215.84	\$2,215.84
150 - TRAMORE TRL:SAWMILL RD-FOX POINT CIR - LUMP SUM	1.00	\$12,422.08	\$12,422.08
151 - UNIVERSITY ROW:UNIVERSITY ROW ROUNDABOUT (WB)-UNIVERSITY AVE - LUMP SUM	1.00	\$4,435.20	\$4,435.20

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152 - UNIVERSITY ROW ROUNDABOUT (WB):SILVERTREE RUN- UNIVERSITY ROW - LUMP SUM	1.00	\$1,056.00	\$1,056.00
153 - VEBLEN PL:OLD MIDDLETON RD-482 FT SW OF OLD MIDDLETON RD - LUMP SUM	1.00	\$3,292.96	\$3,292.96
154 - W NEWHAVEN CIR:TRAMORE TRL-410 FT W OF TRAMORE TRL - LUMP SUM	1.00	\$3,340.48	\$3,340.48
155 - W PLATTE DR:ODANA RD-GRAND CANYON DR - LUMP SUM	1.00	\$6,336.00	\$6,336.00
156 - W SPYGLASS CT:PEBBLE BEACH DR-141 FT NW OF PEBBLE BEACH DR - LUMP SUM	1.00	\$1,094.72	\$1,094.72
157 - WALLINGFORD CIR:SAWMILL RD-335 FT N OF SAWMILL RD - LUMP SUM	1.00	\$2,796.64	\$2,796.64
158 - WATTS RD:RAYOVAC DR-S GAMMON RD - LUMP SUM	1.00	\$26,665.76	\$26,665.76
159 - WINDHAVEN CIR:SAWMILL RD-238 FT S OF SAWMILL RD - LUMP SUM	1.00	\$2,147.20	\$2,147.20
160 - WOOD CREST CT:OLD MIDDLETON RD-236 FT W OF OLD MIDDLETON RD - LUMP SUM	1.00	\$1,858.56	\$1,858.56
161 - YELLOWSTONE CT:S YELLOWSTONE DR-148 FT W OF S YELLOWSTONE DR - LUMP SUM	1.00	\$1,254.88	\$1,254.88
162 - YOSEMITE PL:353 FT S OF OLD SAUK RD-OLD SAUK RD - LUMP SUM	1.00	\$2,025.76	\$2,025.76
163 - YOSEMITE TRL:N YELLOWSTONE DR-OLYMPIC DR - LUMP SUM	1.00	\$5,272.96	\$5,272.96
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$100.00	\$1,400.00
21041 - INLET PROTECTION, TYPE D - COMPLETE - EACH	233.00	\$65.00	\$15,145.00
60800 - PAVEMENT MARKING EPOXY, 4-INCH SOLID YELLOW - L.F.	14720.00	\$0.55	\$8,096.00
60800 - PAVEMENT MARKING EPOXY, 4-INCH SOLID WHITE - L.F.	7220.00	\$0.55	\$3,971.00
60801 - PAVEMENT MARKING EPOXY, 4-INCH DOUBLE LINE YELLOW - L.F.	21237.00	\$1.10	\$23,360.70
60802 - PAVEMENT MARKING EPOXY, 6-INCH SOLID WHITE - L.F.	82924.00	\$1.10	\$91,216.40
60802 - PAVEMENT MARKING EPOXY, 6-INCH WHITE SKIPS, (2' LINE, 6' GAP) - L.F.	1037.00	\$1.10	\$1,140.70
60802 - PAVEMENT MARKING EPOXY, 6-INCH WHITE SKIPS, (5' LINE 5' GAP) - L.F.	438.00	\$1.10	\$481.80
60802 - PAVEMENT MARKING EPOXY, 6-INCH WHITE SKIPS, (10' LINE 30' GAP) - L.F.	5289.00	\$1.10	\$5,817.90
60802 - PAVEMENT MARKING EPOXY, 6-INCH YELLOW SKIPS, (10' LINE 30' GAP) - L.F.	5822.00	\$1.10	\$6,404.20
60803 - PAVEMENT MARKING EPOXY, 8-INCH SOLID WHITE - L.F.	6361.00	\$1.15	\$7,315.15
60808 - PAVEMENT MARKING EPOXY, DIAGONAL, 4-INCH - L.F.	370.00	\$3.25	\$1,202.50
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	10386.00	\$8.25	\$85,684.50
60816 - PAVEMENT MARKING EPOXY, CROSSWALK, 18-INCH, CONTINENTAL CROSSWALK - L.F.	3492.00	\$13.50	\$47,142.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	1951.00	\$15.50	\$30,240.50
60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	5.00	\$295.00	\$1,475.00
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE DETECTOR - EACH	1.00	\$215.00	\$215.00

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60826 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE WITH ARROW - EACH	1.00	\$300.00	\$300.00
60828 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE GUIDE (MAN) - EACH	96.00	\$200.00	\$19,200.00
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	100.00	\$150.00	\$15,000.00
60830 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	9.00	\$150.00	\$1,350.00
60831 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT ARROW - EACH	1.00	\$150.00	\$150.00
60833 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT & RIGHT/LEFT ARROW - EACH	3.00	\$245.00	\$735.00
60834 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	23.00	\$245.00	\$5,635.00
60835 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING - EACH	2.00	\$975.00	\$1,950.00
90010 - PAVEMENT MARKING EPOXY, SYMBOL, YIELD LINE - EACH	3.00	\$25.00	\$75.00
60802 - PAVEMENT MARKING EPOXY REMOVAL, 6-INCH WHITE SKIPS, (2' LINE, 6' GAP) - L.F.	1023.00	\$0.50	\$511.50
60802 - PAVEMENT MARKING EPOXY REMOVAL, 6-INCH W/Y SKIPS, (5' LINE 5' GAP) - L.F.	660.00	\$0.50	\$330.00
60802 - PAVEMENT MARKING EPOXY REMOVAL, 6-INCH WHITE SKIPS, (10' LINE 30' GAP) - L.F.	8516.00	\$0.50	\$4,258.00
60802 - PAVEMENT MARKING EPOXY REMOVAL, 6-INCH YELLOW SKIPS, (10' LINE 30' GAP) - L.F.	12188.00	\$0.50	\$6,094.00
60806 - PAVEMENT MARKING EPOXY REMOVAL, RADIUS LINE, 6-INCH (5' LINE, 5' GAP) - L.F.	440.00	\$0.50	\$220.00
194 Items	Totals		\$1,647,177.97



Department of Public Works
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Deputy City Engineer
Kathleen M. Cryan

Principal Engineer 2
Janet Schmidt, P.E.

Principal Engineer 1
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.
Andrew J. Zwieg, 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, 2025 through January 31, 2027.

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 December 5, 2024
SEAL ADOPTED" DATE

By: 
SIGNATURE AND TITLE
Jeff Salewske, Assistant Secretary
SURETY

Western Surety Company December 5, 2024
COMPANY NAME AFFIX SEAL DATE

By: 
SIGNATURE AND TITLE
Kelly Nicole Enghauser, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 17926981 for the year * and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

* 2025-2027

December 5, 2024
DATE


AGENT SIGNATURE Kelly Nicole Enghauser

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

Bloomington, MN 55437
CITY, STATE AND ZIP CODE

763-302-7197
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 5th day of December 2024, 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.

Michelle Diane Halter
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, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Haley Pflug, Katie Rooney, Trisha Kasper, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 20th day of November, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of November, 2024, 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 a 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, Notary Public

CERTIFICATE

I, Paula Kolsrud, 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 below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of December, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, 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, 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.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION H: AGREEMENT

THIS AGREEMENT made this 17th day of June in the year Two Thousand and Twenty Six between **Fahrner Asphalt Sealers, L.L.C.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **Jun 9, 2026** and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; perform all items of work covered or stipulated in the Proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

Chip Sealing 2026 - West CONTRACT NO. 8835

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 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 **ONE MILLION SIX HUNDRED FORTY SEVEN THOUSAND ONE HUNDRED SEVENTY SEVEN AND 97/100 (\$1,647,177.97)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.

B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the 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 ensure 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 affirmation 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 or 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

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

Article VIII

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

Article IX

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

5. **Substance Abuse Prevention Program Required.** Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503
6. **Contractor Hiring Practices.**
Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

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

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

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

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

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

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

- c. **Exemptions:** This section shall not apply when:

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the

venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

8. **Counterparts, Electronic Signature, and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wisc. Stat. ch 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

Chip Sealing 2026 - West

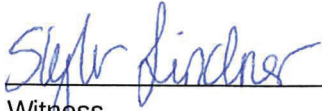
CONTRACT NO. 8835

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

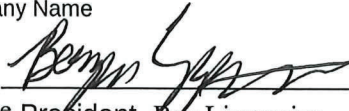
Countersigned:

Fahrner Asphalt Sealers, L.L.C.

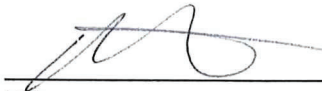
Company Name


Witness

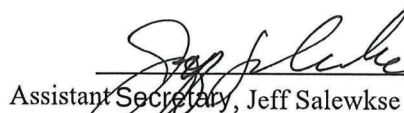
5/21/2026
Date


Vice President, Ben Linzmeier

5/21/2026
Date

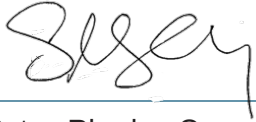

Witness

5/21/2026
Date


Assistant Secretary, Jeff Salewkse

5/21/2026
Date

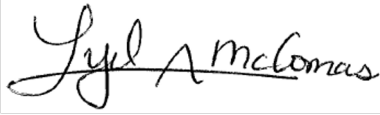
CITY OF MADISON



Satya Rhodes-Conway, Mayor

06/17/2026

Date

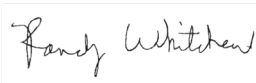


Lydia A. McComas, City Clerk

06/12/2026

Date

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

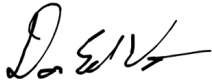


06/15/2026

for David P. Schmiedicke, Finance Director

Date

Approved as to form:



for Michael Haas, City Attorney

06/17/2026

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES-26-00316, ID No. 93201, adopted by the Common Council of the City of Madison on June 9, 2026.

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
SD as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION SIX HUNDRED FORTY SEVEN THOUSAND ONE HUNDRED SEVENTY SEVEN AND 97/100 (\$1,647,177.97)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**Chip Sealing 2026 - West
CONTRACT NO. 8835**

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 effort.

Signed and sealed this 10th day of June, 2026

Countersigned:

Fahrner Asphalt Sealers, L.L.C.

Company Name (Principal)

Witness

Vice President, Ben Linzmeier

"NO CORPORATE
SEAL ADOPTED"

Assistant Secretary Jeff Salewske

Western Surety Company

Surety

Seal

☐ Salary Employee ☒ Commission

By

Attorney-in-Fact, Haley Pflug



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 20571529 for the year 2026, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

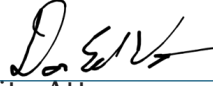
June 10, 2026
Date

Agent Signature, Haley Pflug

The foregoing Bond has been approved as to form:

06/17/2026

Date



for City Attorney

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

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

RESOLVED, that effective January 1, 2024, Jeffrey Schuh is hereby removed as a Vice President of Fahrner Asphalt Sealers, L.L.C.

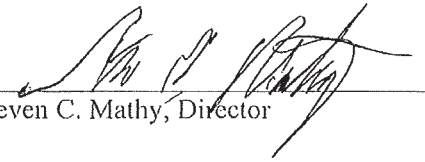
RESOLVED, that effective June 1, 2024, James Rozumialski is hereby removed as a Vice President of Fahrner Asphalt Sealers, L.L.C.

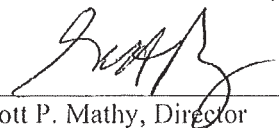
RESOLVED, that effective January 1, 2024, Brent Berg is hereby appointed as a Vice President of Fahrner Asphalt Sealers, L.L.C.

RESOLVED, that effective January 1, 2024, any one of the following named persons 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 M. Kruckow	Co-President
Michael S. Frodl	Co-President
Troy Carlson	Vice President
Jeff Sheehan	Vice President
Ben Linzmeier	Vice President
James Rozumialski	Vice President (until June 1, 2024)
Brent Berg	Vice President
John Crowley	Secretary and Treasurer
Tyler Cass	Assistant Secretary
Jeff Salewske	Assistant Secretary

Dated this 1st day of January, 2024.

By: 
Steven C. Mathy, Director

By: 
Scott P. Mathy, Director

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, Craig Olmstead, Jessica Hecker, Heather R. Goedtel, Michelle Halter, Kelly Nicole Enghauser, Blake S. Bohlig, Trisha Kasper, Kathryn E. Kade, Katie Rooney, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 24th day of February, 2026.



WESTERN SURETY COMPANY

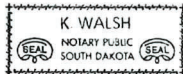
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this, 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 a 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

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of June, 2026



WESTERN SURETY COMPANY

Paula Kolsrud, 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, 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."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.