

Contract Routing Form

printed on: 03/15/2023

ROUTING: Routine

Contract between: Poblocki Paving Corporation  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: 2023 Sport Court Resurfacings

Contract No.: 9269  
Enactment No.: RES-23-00203  
Dollar Amount: 206,549.92

File No.: 76232  
Enactment Date: 03/10/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3/15/23	3/15/23
Director of Civil Rights	03/16/2023	03/16/2023 JRL
Risk Manager	3/17/23	3/17/23 KLN
Finance Director	3/17/2023	3/17/2023
City Attorney	3/17/2023	3/17/23
Mayor	3/20/23	3/20/23

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

Original + 2 Copies

03/15/2023 11:14:49 enjls - Kate Kane 261-9671

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9269  
2023 SPORT COURT RESURFACINGS

POBLOCKI PAVING CORPORATION

\$ 206,549.92

Acct. No. 13432-51-200:v54250 (91265)  
Contingency 5%±  
Sub-Total

\$ 70,230.44  
3,511.56  
\$ 73,742.00

Acct. No. MUNIS#: 14505-51-130:54250 (91265)  
Contingency 5%±  
Sub-Total

\$ 136,319.48  
6,815.52  
\$ 143,135.00

GRAND TOTAL

\$ 216,877.00

## Boutelle, Alane

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**From:** Jessica Gones <jgoness@poblockipaving.com>  
**Sent:** Monday, February 27, 2023 11:33 AM  
**To:** Boutelle, Alane  
**Subject:** RE: Contract 9269 - Contract Documents

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Hi Alane,  
Below is what they responded with:

“Oh goodness, yes – they are correct. Chris’ number is 16337593. Since you already sent these over, if they could just let their office know as she stated below, that would be fine with us. I’m so sorry for the confusion!”

---

**From:** Boutelle, Alane <ABoutelle@cityofmadison.com>  
**Sent:** Monday, February 27, 2023 11:23 AM  
**To:** Jessica Gones <jgoness@poblockipaving.com>  
**Subject:** RE: Contract 9269 - Contract Documents

Hi Jessica,  
I’m finding Chris Brehmer’s NPN as 16337593.  
Any chance of his agreeing to you changing that before you send?  
If not, that is OK, I’ll let the Attorney’s Office know the correct number.

*Alane Boutelle*

City of Madison Engineering  
Phone (608) 267-1197  
[aboutelle@cityofmadison.com](mailto:aboutelle@cityofmadison.com)

---

**From:** Jessica Gones <jgoness@poblockipaving.com>  
**Sent:** Monday, February 27, 2023 11:15 AM  
**To:** Boutelle, Alane <ABoutelle@cityofmadison.com>  
**Subject:** RE: Contract 9269 - Contract Documents

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Hi Alane,  
Attached are the documents that we will be submitting. They all are stamped with the seal, I don’t know if you can see on the emailed version.

Thank you,

Jessica Gones

Poblocki Paving Corp.  
Direct: 414-290-0644  
Office: 414-476-9130  
Email: [jgoner@poblockipaving.com](mailto:jgoner@poblockipaving.com)  
525 S. 116<sup>th</sup> Street  
West Allis, WI 53214

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**From:** Boutelle, Alane <[ABoutelle@cityofmadison.com](mailto:ABoutelle@cityofmadison.com)>  
**Sent:** Monday, February 27, 2023 11:06 AM  
**To:** Jessica Gones <[jgoner@poblockipaving.com](mailto:jgoner@poblockipaving.com)>  
**Subject:** RE: Contract 9269 - Contract Documents

Hi Jessica,  
Then you would be sure there were no surprises...  
There's time to fix any issues once they arrive, so I will leave it up to you.

Regards,

*Alane Boutelle*

City of Madison Engineering  
Phone (608) 267-1197  
[aboutelle@cityofmadison.com](mailto:aboutelle@cityofmadison.com)

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**From:** Jessica Gones <[jgoner@poblockipaving.com](mailto:jgoner@poblockipaving.com)>  
**Sent:** Monday, February 27, 2023 11:03 AM  
**To:** Boutelle, Alane <[ABoutelle@cityofmadison.com](mailto:ABoutelle@cityofmadison.com)>  
**Subject:** RE: Contract 9269 - Contract Documents

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Good Morning Alane,  
I am putting these documents in the mail tomorrow. Did you want me to email you a copy first?

---

**From:** Boutelle, Alane <[ABoutelle@cityofmadison.com](mailto:ABoutelle@cityofmadison.com)>  
**Sent:** Thursday, February 23, 2023 10:34 AM  
**To:** Jessica Gones <[jgoner@poblockipaving.com](mailto:jgoner@poblockipaving.com)>  
**Subject:** Contract 9269 - Contract Documents

Attached please find the following documents:

- Award Checklist
- Agreement pages (3) for signature
- Payment and Performance Bond forms (3)
- Bonding Agent Copy

Please return the signed agreement pages, completed Payment and Performance bond, and Subcontractor list to my attention.

Please use full legal names of any subcontractors on your subcontractor list.



## Demographics

**Company Name:** Fidelity and Deposit Company of Maryland

**NAIC CoCode:** 39306

**State of Domicile:** Illinois

**Organization Type:** Stock

**Short Name:**

**Country of Domicile:** United States

**Date of Incorporation:** 03/18/1969

**SBS Company Number:** 54219634

**Domicile Type:** Foreign

**NAIC Group Number:** 212 - ZURICH INS

GRP

**Merger Flag:** No

## Address

**Business Address**

1299 Zurich Way  
Schaumburg, IL 60196  
United States

**Mailing Address**

1299 Zurich Way  
Schaumburg, IL 60196  
United States

**Statutory Home Office Address**

1299 Zurich Way  
Schaumburg, IL 60196  
United States

**Main Administrative Office**

Address  
1299 Zurich Way  
Schaumburg, IL 60196  
United States

## Phone, Email, Website

**Phone**

Type	Number

**Email**

No results found.

**Website**

No results found.

## Company Type

Business Primary Phone: (847) 605-6000

**Company Type:** Property and Casualty

**Status:** Active

**Effective Date:** 12/31/2018

**Issue Date:** 01/01/1982

**Articles of Incorporation Received:** No

**Business Activities of Members:**

**Status Reason:**

**Legacy State ID:** 111700

**Approval Date:**

**Article No:**

**Status Date:** 01/01/1982

**Expiration Date:**

**File Date:**

**COA Number:**

## Appointments

Show 10 entries

Showing 1 to 5 of 5 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CHRIS BREHMER	16337593	16337593	Intermediary (Agent) Individual	Property	06/11/2015	01/10/2023	03/15/2024

**Company Type:** Property and Casualty

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
RANDY BREHMER	285599	285599	Intermediary (Agent) Individual	Property	01/06/1984	01/10/2023	03/15/2024
RANDY BREHMER	285599	285599	Intermediary (Agent) Individual	Casualty	01/06/1984	01/10/2023	03/15/2024
CYNTHIA BREHMER	289720	289720	Intermediary (Agent) Individual	Casualty	10/06/2014	01/10/2023	03/15/2024

## Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	01/01/1982
Automobile	Automobile	01/01/1982
Credit Insurance	Credit Insurance	01/01/1982
Fidelity Insurance	Fidelity Insurance	01/01/1982
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	01/01/1982
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	01/01/1982
Miscellaneous	Miscellaneous	01/01/1982
Ocean Marine Insurance	Ocean Marine Insurance	01/01/1982
Surety Insurance	Surety Insurance	01/01/1982
Workers Compensation Insurance	Workers Compensation Insurance	01/01/1982

## Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 33 E MAIN ST STE 610 MADISON, WI United States County 53703

## Company Merger

No results found.

\$206,549.92  
ORIGINAL

BID OF POBLOCKI PAVING CORPORATION

**2023**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**2023 SPORT COURT RESURFACINGS**

**CONTRACT NO. 9269**

**MUNIS NO. 13432-51-200 & 14505-51-130**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 7, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**2023 SPORT COURT RESURFACINGS  
CONTRACT NO. 9269**

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This Proposal, and Agreement have  
been prepared by:

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

  
Eric Knepp, Parks Superintendent

EK: kk



## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	2023 SPORT COURT RESURFACINGS
CONTRACT NO.:	9269
SBE GOAL	18%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/2/2023
BID SUBMISSION (2:00 P.M.)	2/9/2023
BID OPEN (2:30 P.M.)	2/9/2023
PUBLISHED IN WSJ	1/26/2023 & 2/2/2023

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

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://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](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 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](http://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](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

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

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

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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



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

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

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

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

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

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

**SECTION D: SPECIAL PROVISIONS**  
**2023 SPORT COURT RESURFACINGS**  
**CONTRACT NO. 9269**

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

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

**SECTION 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

**SECTION 104: SCOPE OF WORK**

This project consists of resurfacing existing basketball, tennis and pickleball courts including crack sealing, seal coating, and court line painting at eight (8) City of Madison project sites including Bordner, Brittingham, Door Creek, Heritage Heights, Norman Clayton, Nakoma, Olbrich and Warner Parks.

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

**SECTION 104.4: INCREASED OR DECREASED QUANTITIES**

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

**SECTION 105.1: AUTHORITY OF THE ENGINEER**

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

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

**SECTION 105.12: COOPERATION BY CONTRACTOR**

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

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

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

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

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

**SECTION 105.13: ORDER OF COMPLETION**

Contractor is prohibited from work during times when courts are reserved. Contractor shall provide proposed schedules a minimum of one (1) week prior to beginning work so that reservations may be blocked and notification made at the courts. Proposed schedule must be pre-approved by project engineer prior to beginning work.

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

1. Nakoma Park tennis court – no work on 7/4/2023 due to existing court reservation
2. Olbrich Park tennis courts – start after 7/30/2023 due to existing group use reservation
3. Warner Park tennis courts –no work 7/27-7/29 & 8/20/2023 due to existing group reservations
4. All other court locations –complete on or before 9/30/2023.

**SECTION 109.2: PROSECUTION OF THE WORK**

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

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

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

**SECTION 109.7: TIME OF COMPLETION**

Work on the 2023 Sport Court Resurfacing Contract shall begin on or around 5/22/2023 and shall be completed by 9/29/2023.

## **SECTION 110.1: MEASUREMENT OF QUANTITIES**

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

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

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

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

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

Cracks less than 3/8" width shall be filled by hand packing with flexible, asbestos-free tennis court crack filler, level to surface. Cracks greater than 3/8" width shall be filled within 1/4" to the surface of the court with acrylic court patch binder mix and allowed to cure (including saw cut expansion joints). The remaining 1/4" or less shall then be filled with flexible crack filler, level to surface. **Contractor to note that the use of flexible crack repair systems (including but not limited to tapes, meshes, fabrics) is not permitted for crack repair use unless approved in writing by the Project Manager.**

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

- Bordner Park tennis court – 1,260 linear feet (LF)
- Brittingham Park tennis courts – 1,837 linear feet (LF)
- Door Creek Park north tennis courts – 1,198 linear feet (LF)
- Heritage Heights Park tennis courts – 768 linear feet (LF)
- Norman Clayton Park tennis courts – 375 linear feet (LF)
- Olbrich Park tennis courts – 1,340 linear feet (LF)
- Warner Park basketball courts – 570 linear feet (LF)

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

### **METHOD OF MEASUREMENT**

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

### **BASIS OF PAYMENT**

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

### **BID ITEM 90001 - PAVEMENT SEAL COAT – ACRYLIC**

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

**SURFACE PREPARATION:** Prior to beginning work, the Contractor shall remove and store tennis court nets. All surfaces shall be power washed and cleaned prior to the application of acrylic resurfacer

product. All surfaces to be coated shall be sound, smooth, and free from dust, lawn, dirt, and oily materials.

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

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

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

FINISH COATINGS: At all court locations with the exception of Nakoma Park, which shall receive pickleball and tennis striping-only, a minimum of two finish coats of Sportmaster®, Plexipave® or Laykold® textured acrylic color coating shall be applied over entire surface by rubber bladed squeegee. Each application shall contain only high grade, rounded silica sand, 100 mesh, at a rate of 7 lbs. per gallon concentrated. Textured seal coat shall be dark green.

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

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

- Bordner Park basketball court – 1,626 square yards (SY)
- Brittingham Park tennis courts – 2,700 square yards (SY)
- Door Creek Park north tennis courts – 3,109 square yards (SY)
- Heritage Heights Park tennis courts – 1,626 square yards (SY)
- Norman Clayton Park tennis courts – 1,626 square yards (SY)
- Olbrich Park tennis courts – 1,626 square yards (SY)
- Warner Park basketball courts – 1,226 square yards (SY)

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

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

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

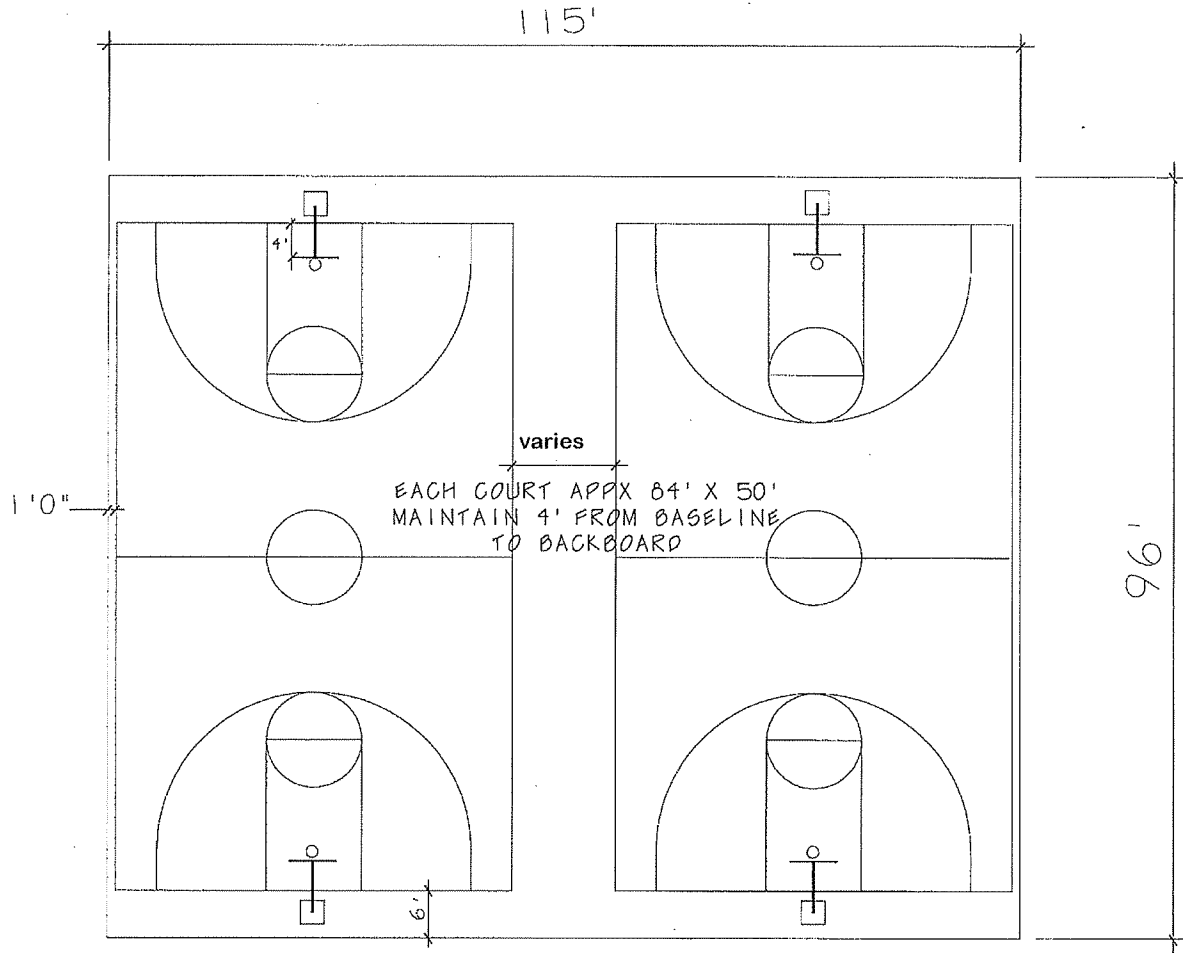
**BID ITEM 90002 - BASKETBALL COURT LINE PAINTING**

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

Contractor shall paint new basketball court lines at the following acrylic sealed basketball courts:

- Warner Park – 2 courts

Basketball court playing lines shall be marked for high school basketball court with dimensions 50'x84', with a backboard extending 4' over the baseline into the key and as shown in the below diagram.



Court lines shall include sidelines, baseline/end lines, mid court lines, three point lines, free throw lines, free throw circle, lane lines, and center circle.

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. All court lines shall be two (2) inches wide. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All lines shall be painted white.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising.

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

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

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 90003 – PICKLEBALL COURT LINE PAINTING**

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

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

- Bordner Park – 2 courts
- Brittingham Park – 4 courts
- Door Creek Park (north) – 4 courts
- Heritage Heights – 2 courts
- Nakoma Park – 1 court
- Norman Clayton Park – 2 courts
- Olbrich Park – 4 courts (note pickleball line layout at Olbrich as shown on plan sheet 7.1)
- Warner Park – 3 courts

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

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

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

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

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

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

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

## **METHOD OF MEASUREMENT**

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

## **BASIS OF PAYMENT**

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

## **BID ITEM 90004 - TENNIS COURT LINE PAINTING**

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

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

- Bordner Park – 2 courts
- Brittingham Park – 4 courts
- Door Creek Park (north) – 4 courts
- Heritage Heights – 2 courts
- Nakoma Park – 1 court
- Norman Clayton Park – 2 courts
- Olbrich Park – 2 courts

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

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

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

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

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

## **METHOD OF MEASUREMENT**

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

## **END OF SPECIAL PROVISIONS**



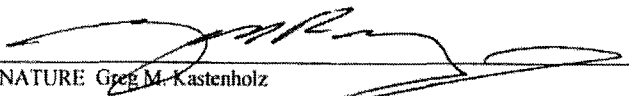
**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**CONTRACT TITLE 2023 SPROT COURT RESURFACINGS**

**CONTRACT NO. 9269**


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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of Poblocki Paving Corp (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 West Allis, State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

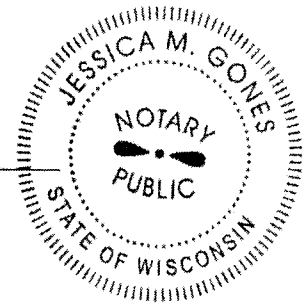
  
 SIGNATURE Greg M. Kastenholz

President  
 TITLE, IF ANY

Sworn and subscribed to before me this 6th day of February, 2023.

  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 04/08/2026

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



Contract 9269 – Poblocki Paving Corporation

**Section F: Best Value Contracting (BVC)**

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

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

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

Best Value Contracting

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

Trucking

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

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

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

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

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

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

**CONTRACT NO. 9269**

**Small Business Enterprise Compliance Report**

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

**Cover Sheet**

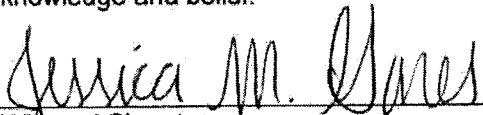
Prime Bidder Information


Company:	Poblocki Paving Corp
Address:	525 S. 116 <sup>th</sup> Street West Allis, WI 53214
Telephone Number:	414-476-9130
Fax Number:	414-476-9132
Contact Person/Title:	Bob Opie

Prime Bidder Certification

Name:	Greg M. Kastenholz
Title:	President
Company:	Poblocki Paving Corporation

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

  
\_\_\_\_\_  
Witness' Signature

  
\_\_\_\_\_  
Bidder's Signature

01-31-2023  
\_\_\_\_\_  
Date



**2023 SPORT COURT RESURFACINGS**

CONTRACT NO. 9269

DATE: 2/9/23

**Poblocki Paving Corporation**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
90000 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - BORDNER PARK TENNIS - LF	1260.00	\$4.98	\$6,274.80
90000.1 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - BRITTINGHAM PARK TENNIS - LF	1837.00	\$4.98	\$9,148.26
90000.2 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - DOOR CREEK PARK NORTH TENNIS - LF	1198.00	\$4.98	\$5,966.04
90000.3 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - HERITAGE HEIGHTS PARK TENNIS - LF	768.00	\$4.98	\$3,824.64
90000.4 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - NORMAN CLAYTON PARK TENNIS - LF	375.00	\$4.98	\$1,867.50
90000.5 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - OLBRICH PARK TENNIS - LF	1340.00	\$4.98	\$6,673.20
90000.6 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - WARNER PARK BASKETBALL - LF	570.00	\$4.98	\$2,838.60
90001 - PAVEMENT SEAL COAT - ACRYLIC - BORDNER PARK TENNIS - SY	1626.00	\$9.92	\$16,129.92
90001.1 - PAVEMENT SEAL COAT - ACRYLIC - BRITTINGHAM PARK TENNIS - SY	2700.00	\$9.92	\$26,784.00
90001.2 - PAVEMENT SEAL COAT - ACRYLIC - DOOR CREEK PARK NORTH TENNIS - SY	3109.00	\$9.92	\$30,841.28
90001.3 - PAVEMENT SEAL COAT - ACRYLIC - HERITAGE HEIGHTS PARK TENNIS - SY	1626.00	\$9.92	\$16,129.92
90001.4 - PAVEMENT SEAL COAT - ACRYLIC - NORMAN CLAYTON PARK TENNIS - SY	1626.00	\$9.92	\$16,129.92
90001.5 - PAVEMENT SEAL COAT - ACRYLIC - OLBRICH PARK TENNIS - SY	1626.00	\$9.92	\$16,129.92
90001.6 - PAVEMENT SEAL COAT - ACRYLIC - WARNER PARK BASKETBALL - SY	1226.00	\$9.92	\$12,161.92
90002 - BASKETBALL COURT LINE PAINTING - EA	2.00	\$980.00	\$1,960.00
90003 - PICKLEBALL COURT LINE PAINTING - EA	22.00	\$720.00	\$15,840.00
90004 - TENNIS COURT LINE PAINTING - EA	17.00	\$1,050.00	\$17,850.00
<b>17 Items</b>	<b>Totals</b>		<b>\$206,549.92</b>



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

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

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

**Deputy Division Manager**  
 Kathleen M. Cryan

**Principal Engineer 2**  
 John S. Fahrney, P.E.  
 Christopher J. Petykowski, P.E.  
 Janet Schmidt, P.E.

**Principal Engineer 1**  
 Christina M. Bachmann, P.E.  
 Mark D. Moder, P.E.  
 James M. Wolfe, P.E.

**Facilities & Sustainability**  
 Bryan Cooper, Principal Architect

**Land Information &  
 Official Map Manager**  
 Eric T. Pederson, P.S.

**Financial Manager**  
 Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Poblocki Paving Corporation - 525 S. 116th Street, West Allis, WI 53214  
 (a corporation of the State of Wisconsin)  
 (individual), (partnership), (hereinafter referred to as the "Principal") and  
Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196-1056

a corporation of the State of Illinois (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 31, 2022 through January 31, 2024.

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.





**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Randy L. BREHMER, Terence R. GESZVAIN, Jason A. BRAATZ, Chris BREHMER, Cynthia J. BREHMER, Linda A. PUPP and Melissa BABIAK, all of Butler, Wisconsin**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of March, A.D. 2020.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of January, 2022.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577


## **CERTIFICATE OF BIENNIAL BID BOND**

TIME PERIOD- VALID (FROM/TO)
January 31, 2022 - January 31, 2024
NAME OF SURETY
Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR
Poblocki Paving Corporation
CERTIFICATE HOLDER
City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

01-07-2022  
\_\_\_\_\_  
DATE

## SECTION H: AGREEMENT

THIS AGREEMENT made this 8<sup>th</sup> day of March in the year Two Thousand and Twenty-Three between **POBLOCKI PAVING CORPORATION** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MARCH 7, 2023**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### 2023 SPORT COURT RESURFACINGS CONTRACT NO. 9269

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **TWO HUNDRED SIX THOUSAND FIVE HUNDRED FORTY-NINE AND 92/100 (\$206,549.92)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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.





**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **POBLOCKI PAVING CORPORATION** as principal, and Fidelity and Deposit Company of Maryland Company of Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO HUNDRED SIX THOUSAND FIVE HUNDRED FORTY-NINE AND 92/100 (\$206,549.92)** 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:

**2023 SPORT COURT RESURFACINGS  
CONTRACT NO. 9269**

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

Signed and sealed this 8th day of March, 2023

Countersigned:

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

Secretary

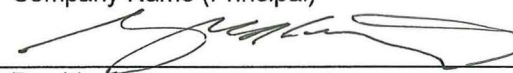
Approved as to form:

  
\_\_\_\_\_

City Attorney

**POBLOCKI PAVING CORPORATION**

Company Name (Principal)

  
\_\_\_\_\_

President, Greg M. Kastenzholz

Seal

Fidelity and Deposit Company of Maryland

Surety

1299 Zurich Way, Schaumburg, IL 60196-1056

Surety

Seal

Salary Employee  Commission

By   
\_\_\_\_\_

Attorney-in-Fact, Chris Brehmer

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8449256 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 8, 2023  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Agent Signature Chris Brehmer, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Randy L. BREHMER, Terence R. GESZVAIN, Jason A. BRAATZ, Chris BREHMER, Cynthia J. BREHMER, Linda A. PUPP and Melissa BABIAK, all of Butler, Wisconsin**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of March, A.D. 2020.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of February, 2023.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577