

\$144,505.00  
FILE COPY

BID OF BRICKLINE, INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2023 SEMI-PERMANENT EPOXY PAVEMENT MARKING

CONTRACT NO. 9299

MUNIS NO. 45300

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 18, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



**2023 SEMI-PERMANENT EPOXY PAVEMENT MARKING  
CONTRACT NO. 9299**

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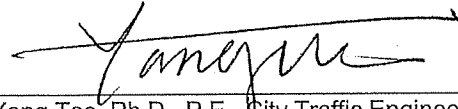
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This Proposal, and Agreement have  
been prepared by:

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



\_\_\_\_\_  
Yang Tao, Ph.D., P.E., City Traffic Engineering

YT: TM

## 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 SEMI-PERMANENT EPOXY PAVEMENT MARKING
CONTRACT NO.:	9299
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 2, 2023
BID SUBMISSION (2:00 P.M.)	MARCH 9, 2023
BID OPEN (2:30 P.M.)	MARCH 9, 2023
PUBLISHED IN WSJ	FEBRUARY 16, 23, & MARCH 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 - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](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 D: SPECIAL PROVISIONS

### 2023 SEMI-PERMANENT EPOXY PAVEMENT MARKING CONTRACT NO. 9299

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

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

#### SECTION 102.11 BEST VALUE CONTRACTING

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

#### ARTICLE 104 SCOPE OF WORK

This work consists of the furnishing and application or removal of epoxy pavement markings at locations throughout the City of Madison and per City of Madison Standard Pavement Marking Details or as shown on the plans provided by the City Of Madison.

The scheduling of each year's remarking work, with a few exceptions, will be flexible and can be at the contractor's discretion. However, markings on new road surfaces shall be installed within fifteen (15) days of notification to install, which will be scheduled as soon after completion of final paving as practical.

#### 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.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

#### SECTION 105.5 INSPECTION OF WORK

Acceptable performance of pavement markings will be evaluated during the proving period in sections. Each edge line, lane line, center line, or barrier line, measured through 600 foot length will be considered



a section. Miscellaneous markings including channelizing lines, groupings of diagonal lines, stop lines, crosswalks, median nose, symbols and words and parking stalls will be evaluated separately as a section.

**SECTION 107.7            MAINTENANCE OF TRAFFIC**

No work shall be done on this contract between the weekday hours of 7:00 a.m. and 8:30 a.m. and between the hours of 4:00 p.m. and 5:30 p.m. unless authorized in writing by the City Traffic Engineer.

**SECTION 109.5            METHODS AND EQUIPMENT**

The work shall conform to all aspects of the current edition of Wisconsin Department of Transportation Standard Specifications, Part 6 Section 646 & Section 647 that relate to epoxy pavement markings except for the measurement and payment items described in the following section.

**ARTICLE 110            MEASUREMENT AND PAYMENT**

Measurement and payment shall be per the current edition of Wisconsin Department of Transportation Standard Specifications, Part 6 Sections 646 & Sections 647 as it relates to the items in this contract except for the measurement and payment items described below.

Measurement and payment of MEDIAN NOSE shall be by the square foot of material applied/removed.

Measurement and payment of 4-INCH DOUBLE YELLOW shall be per linear foot of two(2) 4" lines of material applied/removed.

Measurement and payment of BIKE LANE SYMBOL WITH ARROW shall be per set.

Measurement and payment of PAVEMENT MARKING REMOVAL shall be by **linear foot** and **width** of line or by **each** ARROW, WORD OR SYMBOL.

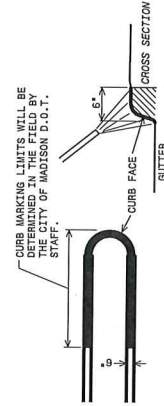
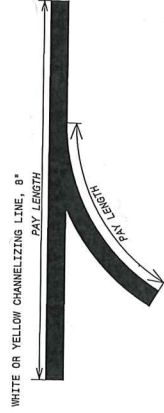
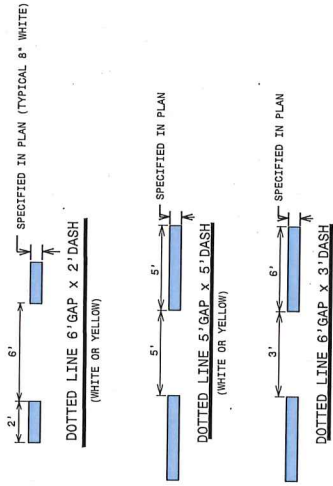
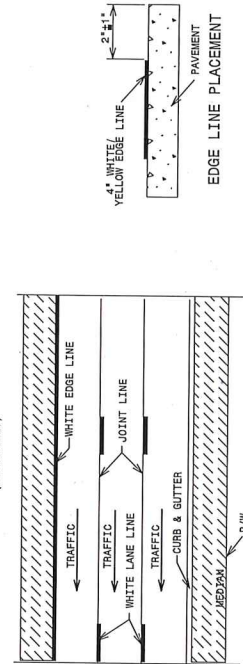
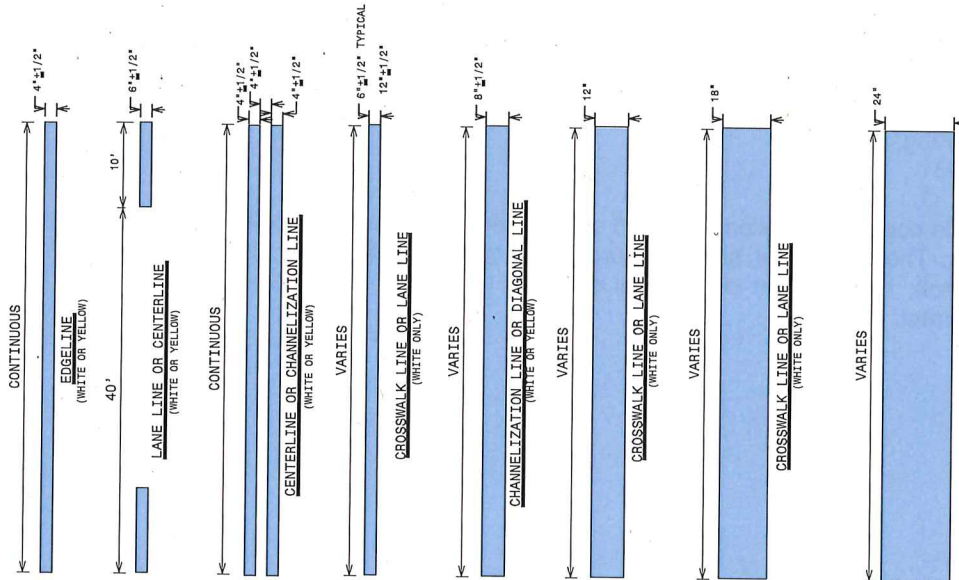
**SECTION 107.4(H):    CERTIFICATES OF INSURANCE**

**Proof of Insurance, Approval.** The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison  
ATTN: Risk Management, Room 406  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

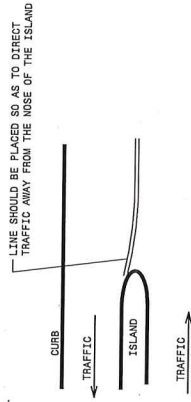
PERMANENT PAVEMENT MARKINGS



GENERAL NOTES FOR EPOXY PAVEMENT MARKINGS

THE CONTRACTOR SHALL APPLY ALL MARKINGS IN ACCORDANCE WITH THE STATE OF WISCONSIN MANUAL ON TRAFFIC CONTROL DEVICES.  
AT STREET INTERSECTIONS, MARKINGS START OR END AT THE MARKED CROSSWALK. THE PROPERTY LINE EXTENDED, IF THERE IS NO MARKED CROSSWALK.  
CROSSWALKS AND STOP BARS WILL BE PLACED NO CLOSER THAN 2' TO THE FACE OF CURB.  
THE CONTRACTOR SHALL ADHERE TO THE TRAFFIC SPECIFICATION IN THE SPECIAL PROVISIONS AT ALL TIMES.

FOR MORE INFORMATION AND FULL SIZE PATTERNS, FOR ARROWS & WORD LEGENDS CONTACT THE CITY OF MADISON TRAFFIC ENGINEERING FIELD OPERATIONS FACILITY 1120 SAYLE ST., (608) 266-4767



2009

CITY OF MADISON  
ENGINEERING DIVISION

PAVEMENT MARKING  
DETAILS  
PAGE 1

STANDARD DETAIL DRAWING # 6.37

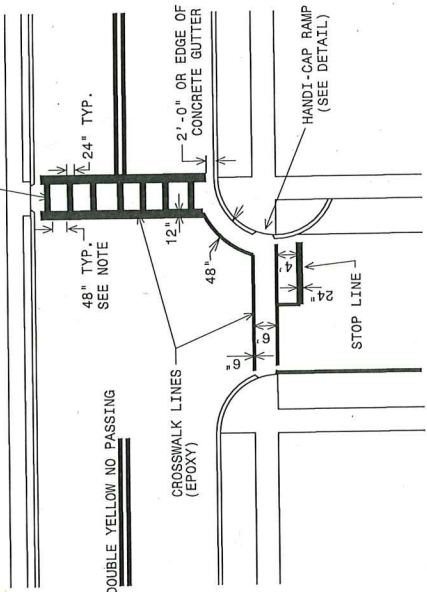
**SPECIAL CROSSWALKS**

SPECIAL CROSSWALKS HAVE TWO(2) 12-INCH WIDE LINES PLACED ACROSS THE TRAFFIC FLOW AND 24-INCH WIDE CROSSBARS IN LINE WITH THE TRAFFIC FLOW.

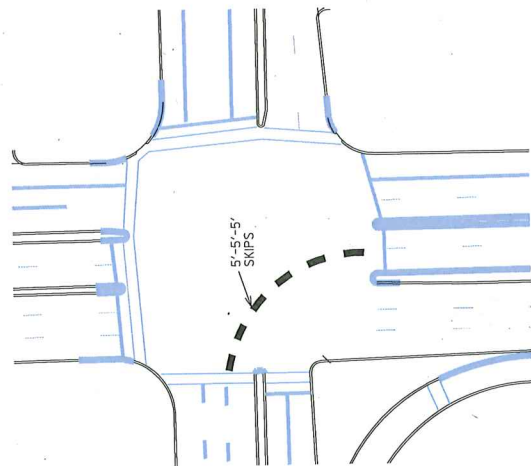
THE SPACING OR GAP BETWEEN THE CROSSBARS IS DETERMINED IN THE FIELD AND VARIES BETWEEN 24 TO 48 INCHES SO THAT NO CROSSBAR IS PLACED IN THE MAIN WHEEL TRACK AREA.

TYPICALLY, A CROSSBAR IS CENTERED ON THE CENTERLINE. ANOTHER CROSSBAR IS CENTERED BETWEEN THE WHEEL TRACKS AND ANOTHER CROSSBAR PLACED BETWEEN THE OUTSIDE WHEEL TRACK AND THE EDGE OF GUTTER OR PAVEMENT. IN NO CASE SHALL THE CROSSBAR BE PLACED IN OR NEXT TO THE GUTTER SECTION.

SPECIAL CROSSWALK LONGITUDINAL MARKING TO BE PAID FOR AS STOP LINE, 24-INCH



CROSSWALK & STOP LINE DETAILS

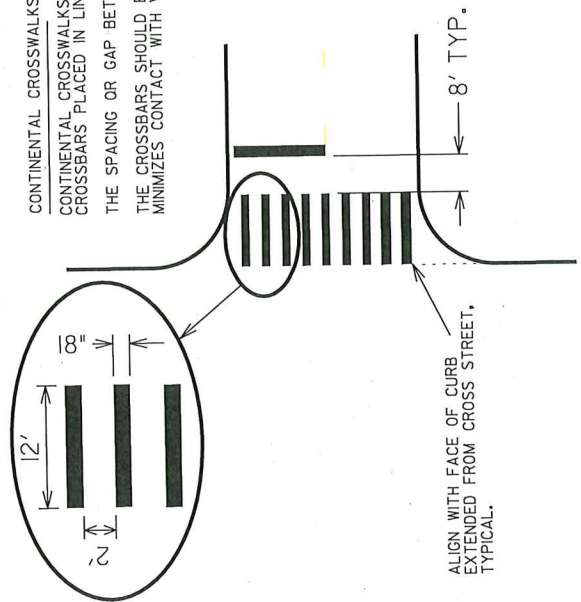


TURN RADIUS LINE DETAILS

**CONTINENTAL CROSSWALKS**

CONTINENTAL CROSSWALKS HAVE 18 INCH WIDE 12 FOOT LONG CROSSBARS PLACED IN LINE WITH THE TRAFFIC FLOW.

THE SPACING OR GAP BETWEEN THE CROSSBARS IS 24 INCHES THE CROSSBARS SHOULD BE PLACED IN A MANNER THAT MINIMIZES CONTACT WITH VEHICLES TIRES.



CONTINENTAL X-WALK & STOP LINES DETAIL

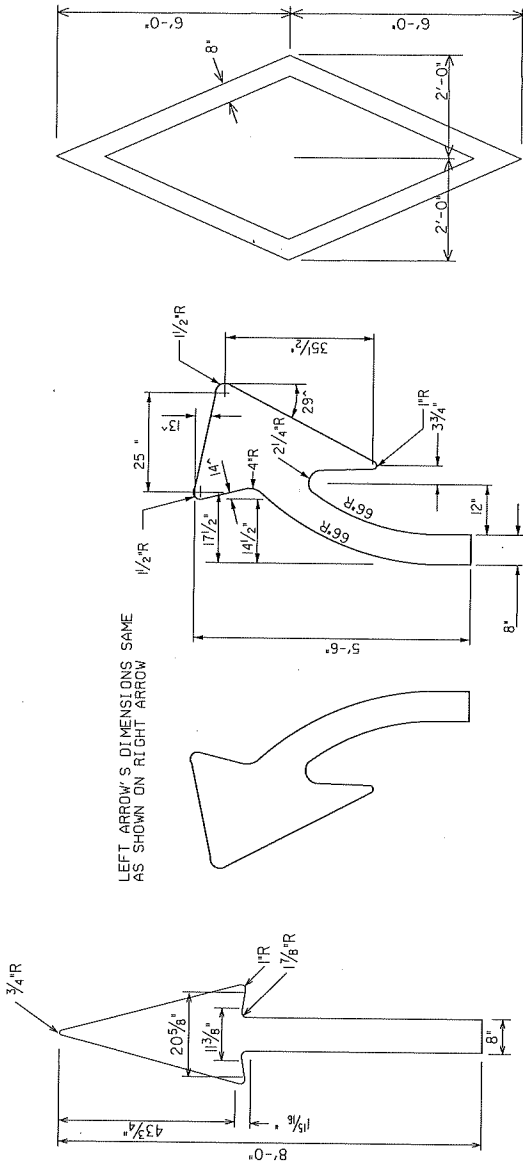
2009

CITY OF MADISON  
ENGINEERING DIVISION

**PAVEMENT MARKING  
DETAILS  
PAGE 2**

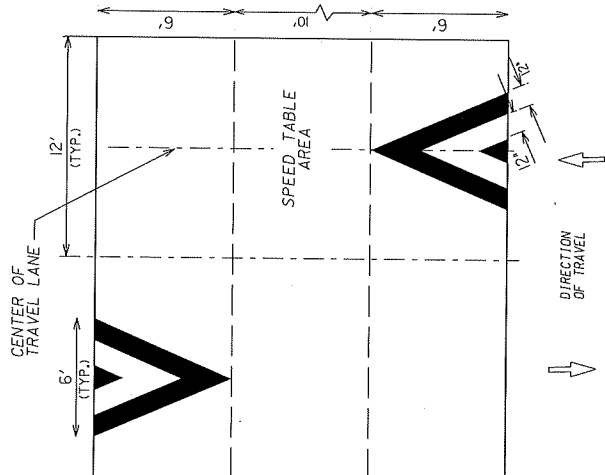
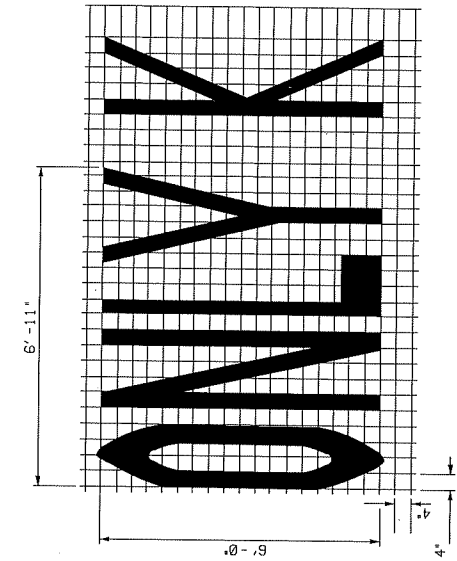
STANDARD DETAIL DRAWING # 6.38

RESTRICTED TRAFFIC LANE MARKING DETAILS



RESTRICTED LANE SYMBOL  
RIGHT ARROW  
LEFT ARROW  
STRAIGHT ARROW

LEFT ARROW'S DIMENSIONS SAME AS SHOWN ON RIGHT ARROW



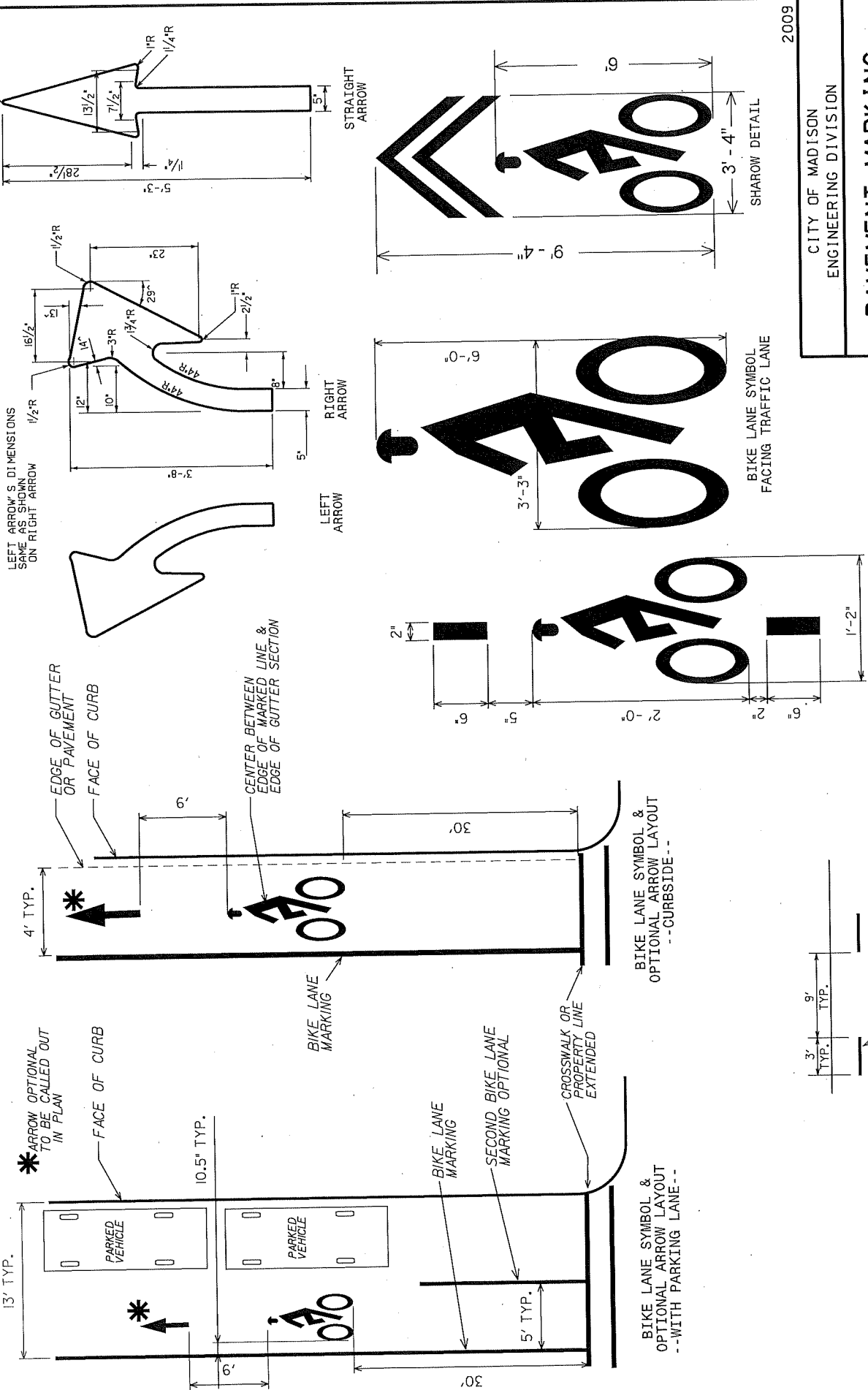
FULL SIZE PATTERNS FOR ARROWS & WORD LEGENDS ARE AVAILABLE AT:  
CITY OF MADISON TRAFFIC ENGINEERING  
FIELD OPERATIONS FACILITY  
1120 SAYLE ST. (608)266-4767

FEB. 2005  
CITY OF MADISON  
ENGINEERING DIVISION

PAVEMENT MARKING  
DETAILS  
PAGE 3

STANDARD DETAIL DRAWING # 6.39

**BIKE LANE MARKING DETAILS**



BIKE LANE MARKING  
PAVEMENT MARKING

2009

CITY OF MADISON  
ENGINEERING DIVISION

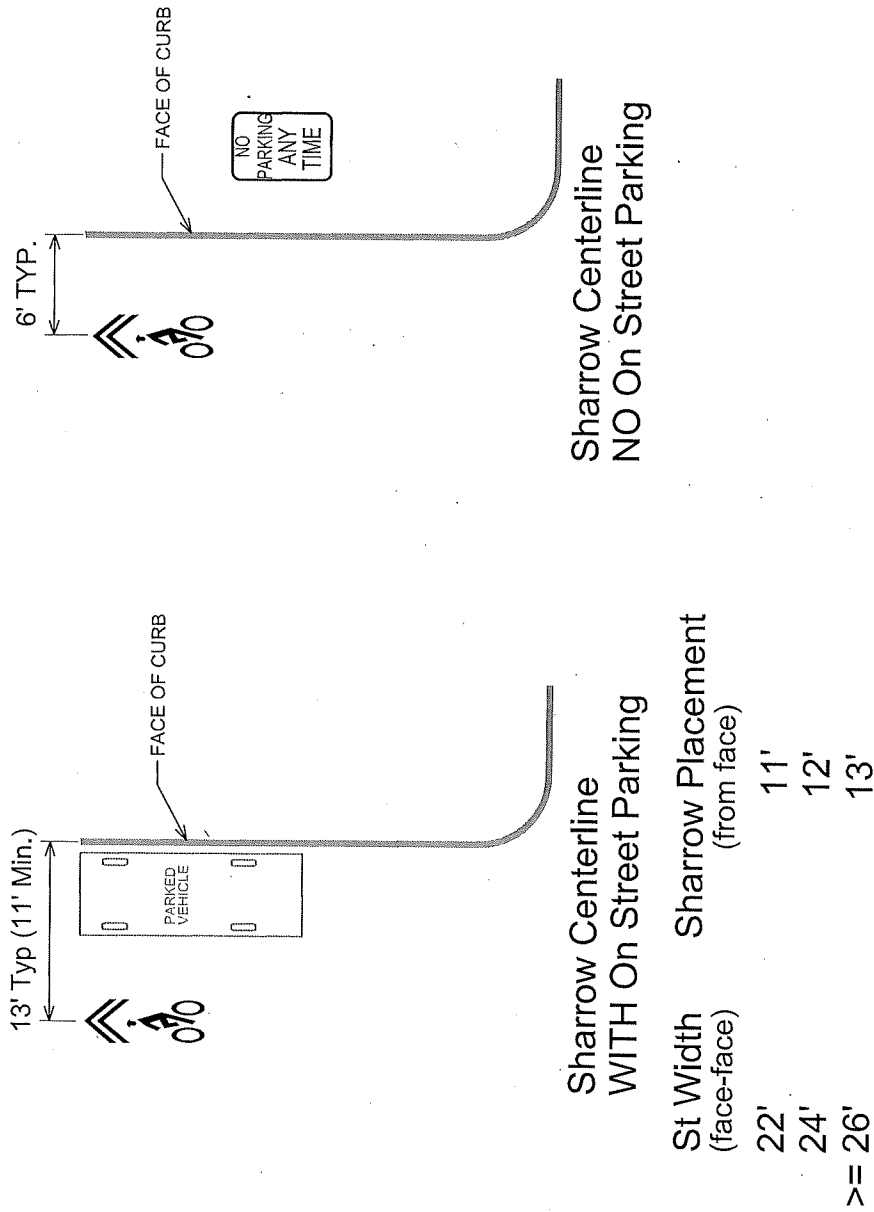
**PAVEMENT MARKING  
DETAILS  
PAGE 4**

STANDARD DETAIL DRAWING # 6.40

FULL SIZE PATTERNS FOR ARROWS & BIKE LANE SYMBOLS AVAILABLE AT: CITY OF MADISON TRAFFIC ENGINEERING FIELD OPERATIONS FACILITY 1120 SAYLE ST. (608)266-4767



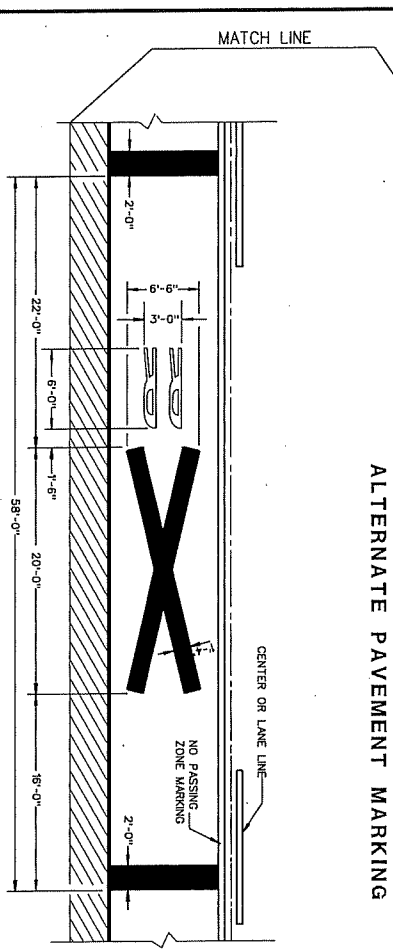
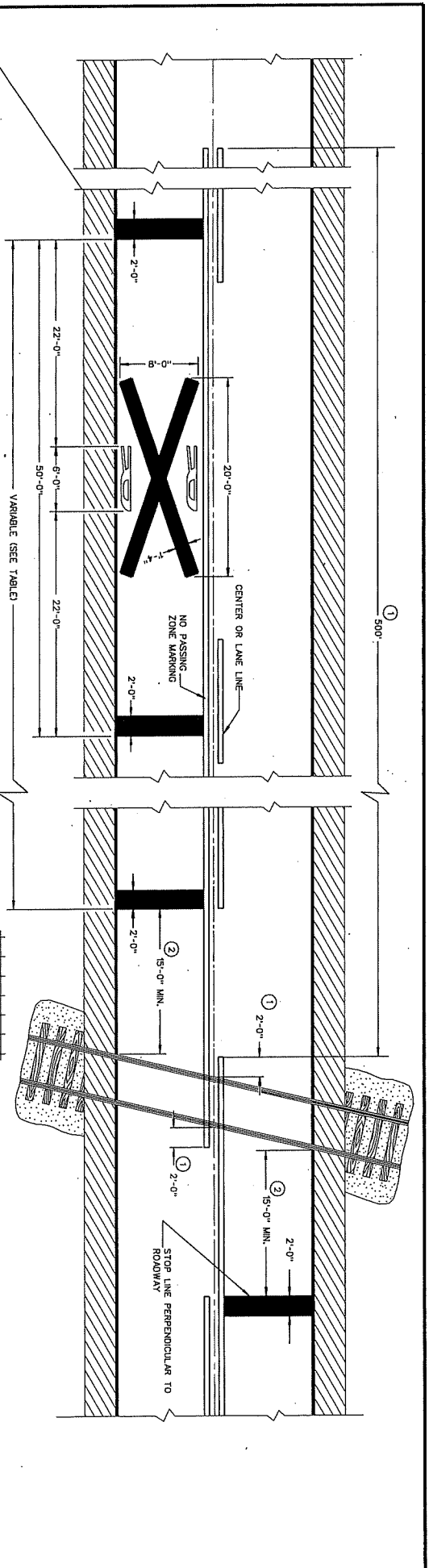
# TE STANDARD SHARROW CENTERLINE DETAIL



CITY OF MADISON  
ENGINEERING DIVISION

PAVEMENT MARKINGS  
SHARROW BIKE DETAILS  
PAGE 4b

STANDARD DETAIL DRAWING # 6.40



Posted Speed (M.P.H.)	Variable Dimension (feet)
25	150
30	200
35	250
40	300
45	400
50	550
55	750

**GENERAL NOTES**

DETAILS OF CONSTRUCTION, MATERIALS, AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

THE DISTANCE FROM THE RAILROAD CROSSING MARKING TO THE NEAREST TRACK WILL VARY ACCORDING TO THE APPROACH SPEED AND THE SIGHT DISTANCE OF THE VEHICULAR TRAFFIC DIMENSIONS SHOWN IN THE TABLE SHALL BE USED UNLESS OTHERWISE SHOWN ON THE PLANS.

A THREE-LANE ROADWAY SHOULD BE MARKED WITH A CENTERLINE FOR TWO-LANE APPROACH OPERATION ON THE APPROACH TO A CROSSING.

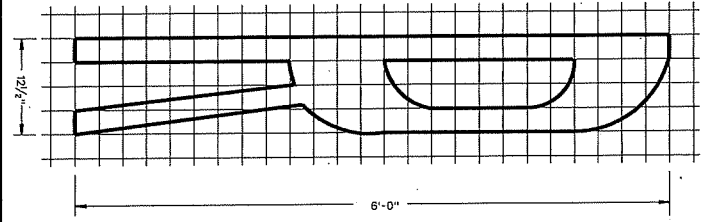
ON MULTI-LANE ROADS THE TRANSVERSE BANDS SHOULD EXTEND ACROSS ALL APPROACH LINES, AND INDIVIDUAL R X R SYMBOLS SHOULD BE USED IN EACH APPROACH LANE. ALL LETTERS AND SYMBOLS SHOULD BE IN THE STANDARD FONT AND SIZE AND ALL DIMENSIONS AND SPACING SHOULD BE IN FEET AND INCHES (ADOPTED BY THE FEDERAL HIGHWAY ADMINISTRATION).

TRANSVERSE BANDS AND R X R SYMBOLS ARE REFLECTIVE WHITE. SOLID LONGITUDINAL LINE IS REFLECTIVE YELLOW. ON BIDIIRECTIONAL TRAVELEDWAYS AND TUNNELS THE LONGITUDINAL LINE SHOULD BE REFLECTIVE YELLOW. THE LONGITUDINAL LINE IS REFLECTIVE YELLOW WHEN IT IS BETWEEN LINES OF TRAFFIC MOVING IN OPPOSITE DIRECTIONS AND REFLECTIVE WHITE WHEN IT IS BETWEEN LINES OF TRAFFIC MOVING IN THE SAME DIRECTION.

CENTER OR LANE LINES AND NO PASSING ZONE MARKINGS SHOWN ON THIS DRAWING ARE REQUIRED AND PAID FOR UNDER OTHER ITEMS IN THE CONTRACT.

① MARKING LIMITS MAY BE EXTENDED AS DIRECTED BY THE ENGINEER TO MEET ADJACENT NO PASSING ZONE MARKINGS.

② MINIMUM B' TO GATE IF PRESENT.



**PAVEMENT MARKING DETAILS  
FOR RAILROAD-HIGHWAY  
GRADE CROSSINGS**

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION

APPROVED \_\_\_\_\_  
DATE 11/23/00

FHWA  
DETAIL DRAWING # 6-40A



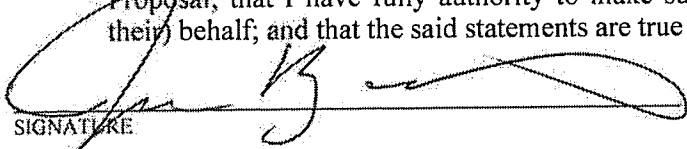
**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**CONTRACT TITLE 2023 SEMI-PERMANENT EPOXY PAVEMENT MARKING**

**CONTRACT NO. 9299**

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 Brickline Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin ~~a partnership consisting of~~ \_\_\_\_\_; an ~~individual~~ trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

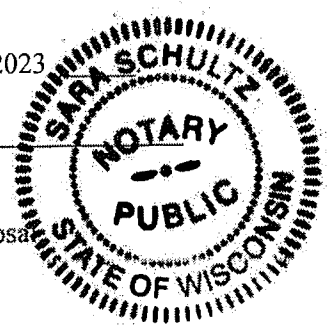
  
SIGNATURE

Jesse Brickl, President  
TITLE, IF ANY

Sworn and subscribed to before me this 7th day of March 2023

Sara Schultz  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 4/13/2025

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







Contract 9299 – Brickline, Inc.

Section F: Best Value Contracting (BVC)

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

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

Method of Submittal for BVC (click in box below to choose) \*  
I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

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. 9299**

**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:	Brickline Inc.
Address:	3342 Commercial Ave.
Telephone Number:	608-244-5163
Fax Number:	608-244-5133
Contact Person/Title:	Jesse Brickl, President

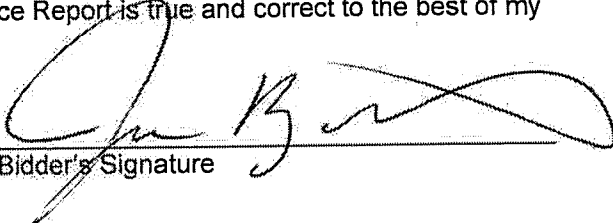
Prime Bidder Certification

Name:	Jesse Brickl
Title:	President
Company:	Brickline Inc.

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

Sara Schutt  
Witness' Signature

3-7-23  
Date

  
Bidder's Signature

**CONTRACT NO. 9299**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Crowley Construction	Pavement Marking Removal	20 %
Baricade Flashers	Pavement Marking Removal	7.4 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>27.4 %</u>

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
N/A		%
		%
		%
		%
		%
		%

**Subtotal Contractors who are suppliers:** \_\_\_\_\_ % x 0.6 = \_\_\_\_\_ % (discounted to 60%)

**Total Percentage of SBE Utilization:** \_\_\_\_\_ %.

**2023 SEMI-PERMANENT EPOXY PAVEMENT MARKING**

CONTRACT NO. 9299

DATE: 3/9/23

**Brickline, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F	2000.00	\$0.44	\$880.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F	2000.00	\$0.80	\$1,600.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F	10000.00	\$0.60	\$6,000.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F	2000.00	\$0.75	\$1,500.00
60804.0 - PAVEMENT MARKING EPOXY, LINE, 12-INCH - L.F	400.00	\$7.50	\$3,000.00
60805.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 4-INCH (5' LINE, 5' GAP) - L.F	300.00	\$1.55	\$465.00
60806.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 6-INCH (5' LINE, 5' GAP) - L.F	500.00	\$1.65	\$825.00
60807.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 8-INCH (5' LINE, 5' GAP) - L.F	300.00	\$1.75	\$525.00
60808.0 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 4-INCH - L.F	200.00	\$4.50	\$900.00
60809.0 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 6-INCH - L.F	200.00	\$5.25	\$1,050.00
60810.0 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 8-INCH - L.F	250.00	\$6.10	\$1,525.00
60811.0 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 12-INCH - L.F	150.00	\$7.50	\$1,125.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F	1500.00	\$5.25	\$7,875.00
60813.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 8-INCH - L.F	500.00	\$6.10	\$3,050.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F	700.00	\$7.50	\$5,250.00
60815.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 18-INCH - L.F	100.00	\$9.25	\$925.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F	1000.00	\$15.75	\$15,750.00
60817.0 - PAVEMENT MARKING EPOXY, ROUNDABOUT EDGE LINE, 18-INCH - L.F	200.00	\$15.75	\$3,150.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F	1000.00	\$17.50	\$17,500.00
60819.0 - PAVEMENT MARKING EPOXY, CURB - L.F	25.00	\$9.50	\$237.50
60820.0 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - S.F.	25.00	\$9.50	\$237.50
60821.0 - PAVEMENT MARKING EPOXY, PARKING STALL - L.F	50.00	\$4.50	\$225.00
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	20.00	\$275.00	\$5,500.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	30.00	\$240.00	\$7,200.00
60824.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE STRAIGHT ARROW - EACH	5.00	\$225.00	\$1,125.00
60825.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LEFT ARROW - EACH	5.00	\$185.00	\$925.00
60826.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE & STRAIGHT ARROW - EACH	5.00	\$465.00	\$2,325.00
60827.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE & LEFT ARROW - EACH	5.00	\$425.00	\$2,125.00
60828.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE DETECTOR - EACH	5.00	\$225.00	\$1,125.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	20.00	\$280.00	\$5,600.00
60830.0 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	15.00	\$280.00	\$4,200.00
60831.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT ARROW - EACH	15.00	\$255.00	\$3,825.00
60832.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT & LEFT ARROW - EACH	5.00	\$345.00	\$1,725.00
60833.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT & RIGHT ARROW - EACH	5.00	\$345.00	\$1,725.00



**2023 SEMI-PERMANENT EPOXY PAVEMENT MARKING**

CONTRACT NO. 9299

DATE: 3/9/23

**Brickline, Inc.**

Item	Quantity	Price	Extension
60834.0 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	25.00	\$425.00	\$10,625.00
60835.0 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING - EACH	5.00	\$750.00	\$3,750.00
60836.0 - PAVEMENT MARKING EPOXY, SYMBOL, DIAMOND - EACH	5.00	\$325.00	\$1,625.00
90010.0 - PAVEMENT MARKING EPOXY, YIELD LINE - EACH - EACH	15.00	\$18.50	\$277.50
60880.0 - PAVEMENT MARKING REMOVAL, 4-INCH - L.F	299.00	\$2.50	\$747.50
60881.0 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F	300.00	\$2.95	\$885.00
60882.0 - PAVEMENT MARKING REMOVAL, 8-INCH - L.F	300.00	\$3.50	\$1,050.00
60883.0 - PAVEMENT MARKING REMOVAL, 12-INCH - L.F	250.00	\$4.75	\$1,187.50
60884.0 - PAVEMENT MARKING REMOVAL, 18-INCH - L.F	250.00	\$6.50	\$1,625.00
60885.0 - PAVEMENT MARKING REMOVAL, 24-INCH - L.F	250.00	\$8.25	\$2,062.50
60886.0 - PAVEMENT MARKING REMOVAL, 4" DOUBLE LINE - L.F	250.00	\$5.00	\$1,250.00
60887.0 - PAVEMENT MARKING REMOVAL, SYMBOL, ARROW - EACH	5.00	\$175.00	\$875.00
60888.0 - PAVEMENT MARKING REMOVAL, SYMBOL, WORD - EACH	5.00	\$175.00	\$875.00
60889.0 - PAVEMENT MARKING REMOVAL, SYMBOL, BIKE LANE - EACH	5.00	\$175.00	\$875.00
60890.0 - PAVEMENT MARKING REMOVAL, SYMBOL, BIKE SHARROW - EACH	5.00	\$175.00	\$875.00
60891.0 - PAVEMENT MARKING REMOVAL, SYMBOL, BIKE ARROW - EACH	5.00	\$150.00	\$750.00
60892.0 - PAVEMENT MARKING REMOVAL, SYMBOL, RAILROAD CROSSING - EACH	5.00	\$650.00	\$3,250.00
60893.0 - PAVEMENT MARKING REMOVAL, SYMBOL, DIAMOND - EACH	5.00	\$185.00	\$925.00
<b>52 Items</b>	<b>Totals</b>		<b>\$144,505.00</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. Pelykowski, 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**

Brickline, Inc.

(a corporation of the State of Wisconsin)  
 (individual), (partnership), (hereinafter referred to as the "Principal") and  
 Western Surety Company

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects  
 from the time period of February 1, 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.

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

**PRINCIPAL**

Brickline, Inc. 1-4-2022  
COMPANY NAME AFFIX SEAL DATE

By: [Signature]  
SIGNATURE AND TITLE Jesse Brick  
President

**SURETY**

Western Surety Company 1-4-2022  
COMPANY NAME AFFIX SEAL DATE

By: [Signature]  
SIGNATURE AND TITLE Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 12305256 for the year 2022 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

1-4-2022  
DATE

[Signature]  
AGENT SIGNATURE

PO Box 259408  
ADDRESS

Madison, WI 53725-9408  
CITY, STATE AND ZIP CODE

608-252-9674  
TELEPHONE NUMBER

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Judith A. Walker, Patrick A. McKenna, Kathryn A. Weidner, Jay A. Zahn, Elizabeth Mosca, David Zenobi, Brooke L. Parker, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2021.

WESTERN SURETY COMPANY



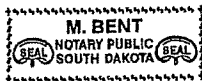
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of February, 2022



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 19<sup>th</sup> day of April in the year Two Thousand and Twenty-Three between BRICKLINE, INC. 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 APRIL 18, 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 SEMI-PERMANENT EPOXY PAVEMENT MARKING CONTRACT NO. 9299

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 ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED FIVE AND NO/100 (\$144,505.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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



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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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



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

#### Article VIII

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

#### Article IX

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

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

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

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



**2023 SEMI-PERMANENT EPOXY PAVEMENT MARKING  
CONTRACT NO. 9299**

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

Countersigned:

**BRICKLINE, INC.**

Company Name

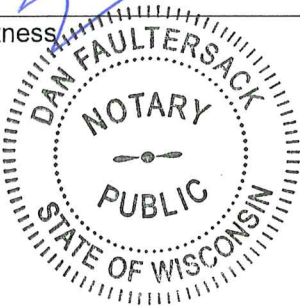
<u>Sara Scheitel</u>	<u>4-19-23</u>	<u>[Signature]</u>	<u>4-19-23</u>
Witness	Date	President	Date
<u>[Signature]</u>	<u>4-19-23</u>	<u>[Signature]</u>	<u>4-19-23</u>
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u>[Signature]</u>	<u>5/5/2023</u>	<u>[Signature]</u>	<u>5-5-23</u>
Finance Director	Date	City Attorney	Date
<u>[Signature]</u>	<u>5/8/23</u>	<u>[Signature]</u>	<u>5/8/2023</u>
Witness	Date	Mayor	Date
<u>[Signature]</u>	<u>4/28/23</u>	<u>[Signature]</u>	<u>for 4/28/23</u>
Witness	Date	City Clerk	Date





**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we BRICKLINE, INC. as principal, and Western Surety Company Company of 151 N Franklin St., Chicago, IL 60606 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED FIVE AND NO/100 (\$144,505.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**2023 SEMI-PERMANENT EPOXY PAVEMENT MARKING  
CONTRACT NO. 9299**

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 19th day of April, 2023

Countersigned:

Sara Schute  
Witness

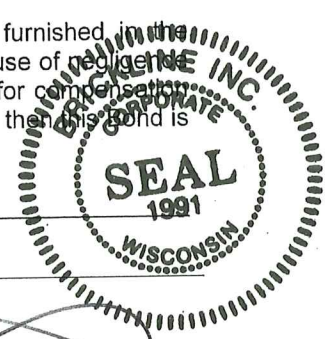
Thomas A. Bracki  
Secretary Thomas Bracki

Approved as to form:

Michael Hess  
City Attorney

BRICKLINE, INC.  
Company Name (Principal)  
Jesse Bracki  
President Jesse Bracki Seal

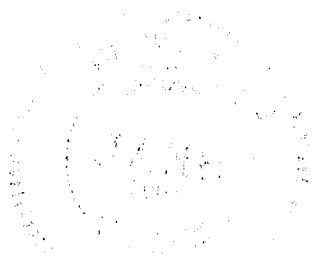
Western Surety Company  
Surety  
 Salary Employee  Commission Seal  
By Kathryn A. Weidner  
Attorney-in-Fact Kathryn A. Weidner



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6497333 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.

4/19/2023  
Date

Kathryn A. Weidner  
Agent Signature



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Judith A. Walker, Jenny L. Hirth, Patrick A. McKenna, Kathryn A. Weidner, Jay A. Zahn, Brooke L. Parker, David Zenobi, Lynn E. Potter, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2022.



WESTERN SURETY COMPANY

Handwritten signature of Paul T. Bruflat in black ink.

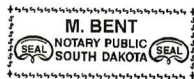
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of June, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



Handwritten signature of M. Bent in black ink.

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of April, 2023



WESTERN SURETY COMPANY

Handwritten signature of L. Nelson in black ink.

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY .**

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

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