

Contract Routing Form

ROUTING: Routine

printed on: 03/02/2016

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

Project: 2016 Tennis and Basketball Court Resurfacing

Contract No.: 7618
 Enactment No.: RES-16-00150
 Dollar Amount: 44,870.18

File No.: 41533
 Enactment Date: 02/29/2016

Contract approved & posted in Memis

(Please DATE before routing)

KSV

Signatures Required	Date Received	Date Signed
City Clerk	3-2-2016	3-2-2016
Director of Civil Rights	3-3-2016	3/10/16 <i>WAB</i>
Risk Manager	3.11.16	3/17/16 <i>WAB</i>
Finance Director	3.17.16 <i>KSV</i>	3/18/16
City Attorney	347 3-18-16	3-22-16
Mayor	3-23-16	3-24-16

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

Original + 2 Copies

03/02/2016 09:26:22 enjls - Sarah Lerner, 261-4281

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



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Legislation Details (With Text)

File #: 41533 **Version:** 1 **Name:** Awarding Public Works Contract No. 7618, 2016 Tennis and Basketball Court Resurfacing.
Type: Resolution **Status:** Passed
File created: 1/22/2016 **In control:** BOARD OF PUBLIC WORKS
On agenda: 2/23/2016 **Final action:** 2/23/2016
Enactment date: 2/29/2016 **Enactment #:** RES-16-00150
Title: Awarding Public Works Contract No. 7618, 2016 Tennis and Basketball Court Resurfacing.
Sponsors: BOARD OF PUBLIC WORKS
Indexes:
Code sections:
Attachments: 1. Contract 7618.pdf

Date	Ver.	Action By	Action	Result
2/23/2016	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
2/3/2016	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	
1/22/2016	1	Engineering Division	Refer	

Budget authority is available in the Acct. Nos. listed on the attached.

Awarding Public Works Contract No. 7618, 2016 Tennis and Basketball Court Resurfacing.

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

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

See attached document (Contract No. 7618) for itemization of bids.

SOR

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[Details](#) [Reports](#)

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Sponsors: BOARD OF PUBLIC WORKS
Attachments: 1. Contract 7618.pdf

[History \(3\)](#) [Text](#)

3 records		Group	Export			
Date	Ver.	Action By	Action	Result	Action Details	Watch
2/23/2016	1	COMMON COUNCIL			Not available	Not available
2/3/2016	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER		Action details	Not available
1/22/2016	1	Engineering Division	Refer		Action details	Not available

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7618
2016 TENNIS AND BASKETBALL COURT RESURFACING

POBLOCKI PAVING CORPORATION

\$44,870.18

Acct. No. 17430-51-200: 54250 (91265)
Contingency 8%±

\$44,870.18
3,589.82

GRAND TOTAL

\$48,460.00



Wisconsin Office of the Commissioner of Insurance Active Company Appointment List for Licensee

Page 2

Agent Information

Licensee Name: RANDY L BREHMER
License Number: 0000285599
NPN: 285599
Report Date: 02/26/2016

Active Appointments

Company Name	Company Number	NAIC Number	License type	LOA	Appointment Date
ACUIITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/23/1991
ACUIITY, A Mutual Insurance Company	110729	14184	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/23/1991
Addison Insurance Company	111584	10324	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/24/2015
Addison Insurance Company	111584	10324	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/24/2015
Allied World Insurance Company	111919	22730	INTERMEDIARY (AGENT) INDIVIDUAL	Property	10/18/2013
Allied World Insurance Company	111919	22730	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/18/2013
Allied World Specialty Insurance Company	110522	16624	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/18/2013
Allied World Specialty Insurance Company	110522	16624	INTERMEDIARY (AGENT) INDIVIDUAL	Property	10/18/2013
American Casualty Company of Reading, Pennsylvania	111609	20427	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/04/1997
American Casualty Company of Reading, Pennsylvania	111609	20427	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/04/1997
American Contractors Indemnity Company	111179	10216	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/29/2010
American Fire and Casualty Company	110976	24066	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/15/1980
American Fire and Casualty Company	110976	24066	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/15/1980
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/25/1997
American Guarantee and Liability Insurance Company	110543	26247	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/25/1997
American States Insurance Company	111938	19704	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/14/2001
American States Insurance Company	111938	19704	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/14/2001
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/25/1997
American Zurich Insurance Company	111881	40142	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/25/1997
Charter Oak Fire Insurance Company, The	111007	25615		Property	04/04/2012

			INTERMEDIARY (AGENT) INDIVIDUAL		
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/04/2012
Citizens Insurance Company of America	110824	31534	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/11/2014
Citizens Insurance Company of America	110824	31534	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/11/2014
Colonial American Casualty and Surety Company	110793	34347	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/30/1999
Colonial American Casualty and Surety Company	110793	34347	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/30/1999
Consolidated Insurance Company	111877	22640	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/07/2007
Consolidated Insurance Company	111877	22640	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/07/2007
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/04/1997
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/04/1997
Continental Insurance Company, The	110962	35289	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/24/2006
Continental Insurance Company, The	110962	35289	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/24/2006
Continental Western Insurance Company	111524	10804	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/14/2013
Continental Western Insurance Company	111524	10804	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/14/2013
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/06/1984
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/06/1984
First National Insurance Company of America	112079	24724	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/14/2001
First National Insurance Company of America	112079	24724	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/14/2001
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/06/2006
General Casualty Company of Wisconsin	110720	24414	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/06/2006
General Insurance Company of America	112078	24732	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/14/2001
General Insurance Company of America	112078	24732	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/14/2001
Guarantee Company of North America USA, The	110939	36650	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/14/2010
Hanover Insurance Company, The	110965	22292	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/11/2014
Hanover Insurance Company, The	110965	22292	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/11/2014
Hawkeye-Security Insurance Company	112139	36919	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/07/2007
Hawkeye-Security Insurance Company	112139	36919	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/07/2007
Indiana Insurance Company	110462	22659	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/07/2007
Indiana Insurance Company	110462	22659	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/07/2007
Integrity Mutual Insurance Company	110722	14303	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/12/2013
Integrity Mutual Insurance Company	110722	14303	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/12/2013
Integrity Property and Casualty Insurance Company	112112	12986	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/12/2013
Integrity Property and Casualty Insurance Company	112112	12986	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/12/2013
LM Insurance Corporation	110356	33600	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/04/1994
LM Insurance Corporation	110356	33600	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/04/1994
Liberty Mutual Fire Insurance Company	111439	23035	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/12/2001
Liberty Mutual Fire Insurance Company	111439	23035		Property	12/12/2001

			INTERMEDIARY (AGENT) INDIVIDUAL		
Liberty Mutual Insurance Company	111480	23043	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	11/04/1994
Liberty Mutual Insurance Company	111480	23043	INTERMEDIARY (AGENT) INDIVIDUAL	Property	11/04/1994
Massachusetts Bay Insurance Company	111649	22306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/11/2014
Massachusetts Bay Insurance Company	111649	22306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/11/2014
Merchants Bonding Company (Mutual)	111779	14494	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/24/2001
Merchants National Bonding, Inc.	110323	11595	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/05/2013
Midwestern Indemnity Company, The	110572	23515	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/07/2007
Midwestern Indemnity Company, The	110572	23515	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/07/2007
National Fire Insurance Company of Hartford	111014	20478	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/04/1997
National Fire Insurance Company of Hartford	111014	20478	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/04/1997
Netherlands Insurance Company, The	111694	24171	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/07/2007
Netherlands Insurance Company, The	111694	24171	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/07/2007
Ohio Casualty Insurance Company, The	110565	24074	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/09/1977
Ohio Casualty Insurance Company, The	110565	24074	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/09/1977
Ohio Security Insurance Company	112100	24082	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/06/2011
Ohio Security Insurance Company	112100	24082	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/06/2011
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/29/1986
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/29/1986
Old Republic Surety Company	112142	40444	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/25/2004
Old Republic Surety Company	112142	40444	INTERMEDIARY (AGENT) INDIVIDUAL	Property	05/25/2004
Peerless Indemnity Insurance Company	110636	18333	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/07/2007
Peerless Indemnity Insurance Company	110636	18333	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/07/2007
Peerless Insurance Company	111692	24198	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/07/2007
Peerless Insurance Company	111692	24198	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/07/2007
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/04/2012
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/04/2012
Regent Insurance Company	112028	24449	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/06/2006
Regent Insurance Company	112028	24449	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/06/2006
SAFECO Insurance Company of America	110264	24740	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/14/2001
SAFECO Insurance Company of America	110264	24740	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/14/2001
SECURA INSURANCE, A Mutual Company	110206	22543	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/27/1991
SECURA INSURANCE, A Mutual Company	110206	22543	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/27/1991
SECURA Supreme Insurance Company	111548	10239	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/01/1996
SECURA Supreme Insurance Company	111548	10239	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/01/1996
State Automobile Mutual Insurance Company	110456	25135	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/17/2012
State Automobile Mutual Insurance Company	110456	25135		Property	12/17/2012

			INTERMEDIARY (AGENT) INDIVIDUAL		
Transportation Insurance Company	111777	20494	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/19/2004
Transportation Insurance Company	111777	20494	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/19/2004
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/04/2012
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/04/2012
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/28/2004
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/28/2004
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/04/2012
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/04/2012
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/04/2012
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/04/2012
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/04/2012
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/04/2012
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/04/2012
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Property	04/04/2012
U.S. Specialty Insurance Company	110926	29599	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	04/29/2010
United Fire & Casualty Company	111525	13021	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/24/2015
United Fire & Casualty Company	111525	13021	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/24/2015
Valley Forge Insurance Company	111973	20508	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/19/2004
Valley Forge Insurance Company	111973	20508	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/19/2004
West American Insurance Company	112171	44393	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	02/09/1977
West American Insurance Company	112171	44393	INTERMEDIARY (AGENT) INDIVIDUAL	Property	02/09/1977
Western Surety Company	111843	13188	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/31/1998
Wilson Mutual Insurance Company	110239	19950	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/27/2011
Wilson Mutual Insurance Company	110239	19950	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/27/2011
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/25/1997
Zurich American Insurance Company	111487	16535	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/25/1997
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/25/1997
Zurich American Insurance Company of Illinois	111506	27855	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/25/1997



FILE
\$44,870.18

BID OF POBLOCKI PAVING CORPORATION

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2016 TENNIS AND BASKETBALL COURT RESURFACING

CONTRACT NO. 7618

MUNIS NO.

17430-51-200

17429-51-200

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 23, 2016

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

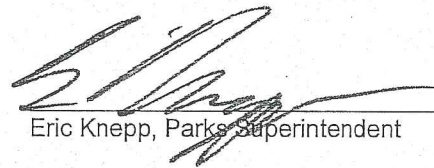
**2016 TENNIS AND BASKETBALL COURT RESURFACING
CONTRACT NO. 7618**

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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: SCLL

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:	2016 TENNIS AND BASKETBALL COURT RESURFACING
CONTRACT NO.:	7618
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	1/15/2016
BID SUBMISSION (1:00 P.M.)	1/22/2016
BID OPEN (1:30 P.M.)	1/22/2016
PUBLISHED IN WSJ	1/8/2016 & 1/15/2016

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2015 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond 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.

PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

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 Infrared Seamless Patching
245 Landscaping, Maintenance
250 Landscaping, Site and Street
251 Parking Ramp Maintenance
252 Pavement Marking
255 Pavement Sealcoating and Crack Sealing
260 Petroleum Above/Below Ground Storage Tank Removal/Installation
262 Playground Installer
265 Retaining Walls, Precast Modular Units

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

2016 TENNIS AND BASKETBALL COURT RESURFACING CONTRACT NO. 7618

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 102.9 BIDDER'S UNDERSTANDING

BAN THE BOX: The City's Ban the Box ordinance will apply to all contracts executed after January 1, 2016. The requirements are found in Section 39.08 of the Madison General Ordinances, "Ban the Box – Arrest and Criminal Background Checks" and in Section H of this bid solicitation. This ordinance requires contractors to remove questions about criminal and arrest history from job applications and refrain from conducting background checks until a conditional offer of employment is made. This ordinance applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. Prime contractors must agree to comply for the duration of their contract. The City will monitor compliance of subcontractors through the pre-qualification process. Bidders shall review the contract language prior to bidding – see Section H of this bid solicitation for the contract language and requirements.

TAX EXEMPT STATUS: Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road.

The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

SECTION 102.10: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$56,500 for a single trade contract; or equal to or greater than \$277,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104: SCOPE OF WORK

This project consists of resurfacing existing tennis and basketball courts including crack sealing, seal coating, and court line painting at various City of Madison project sites.

SECTION 105.13: ORDER OF COMPLETION

Prior to beginning construction, the Contractor shall submit to the City a detailed schedule showing the sequence and anticipated dates of construction. All work at Tenney Park tennis courts must begin after 5/20/2016.

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.

SECTION 109.7: TIME OF COMPLETION

Work on the 2016 Tennis and Basketball Court Resurfacing Contract shall begin on or around 5/1/2016 and shall be completed by 6/11/2016.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless there is a significant change approved by the Engineer.

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

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

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

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

Cracks less than 3/8" width shall be filled by hand packing with flexible, asbestos-free tennis court crack filler, level to surface.

Cracks greater than 3/8" width shall be filled within 1/4" to the surface of the court with acrylic court patch binder mix and allowed to cure (including saw cut expansion joints). The remaining 1/4" or less shall then be filled with flexible crack filler, level to surface.

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

- Bordner Park tennis courts – 1,340 linear feet
- Brittingham Park tennis courts – 2,220 linear feet
- Huegel Park tennis courts – 1,380 linear feet
- Olbrich Park basketball courts – 1,020 linear feet
- Tenney Park tennis courts – 1,700 linear feet

The above listed quantities include combined quantities for both cracks greater and less than 3/8" width. Repainting portions of playing lines at Brittingham Park and Tenney Park tennis courts that have been obscured through pavement crack sealing is incidental to this bid item.

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.

Prior to color coating, the surface must be power washed and cleaned. The Contractor shall also remove and store tennis court nets. The surface 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.

Prior to the application of surfacing materials, the entire surface shall be checked for minor depressions or irregularities. After the court has been flooded and allowed to drain, any depressions that hold more than a nickel's thickness of water shall be corrected by filling with court patch binder high strength acrylic latex bonding liquid. A tack coat of diluted court patch binder shall be applied under patches and should be allowed to thoroughly dry prior to patching.

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.

A minimum of two finish coats of Plexipave® or Laykold® textured seal 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 seal 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 tennis courts – 1,440 square yards
- Huegel Park tennis courts – 1,575 square yards
- Olbrich Park basketball courts – 1,227 square yards

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

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 - 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
- Huegel 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.

BASIS OF PAYMENT

Tennis 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 – YOUTH TENNIS COURT LINE PAINTING

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

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

- Door Creek Park – 2 courts (two courts furthest east)

The Contractor to note that youth tennis court lines are to be added to the existing tennis court lines at Door Creek Park.

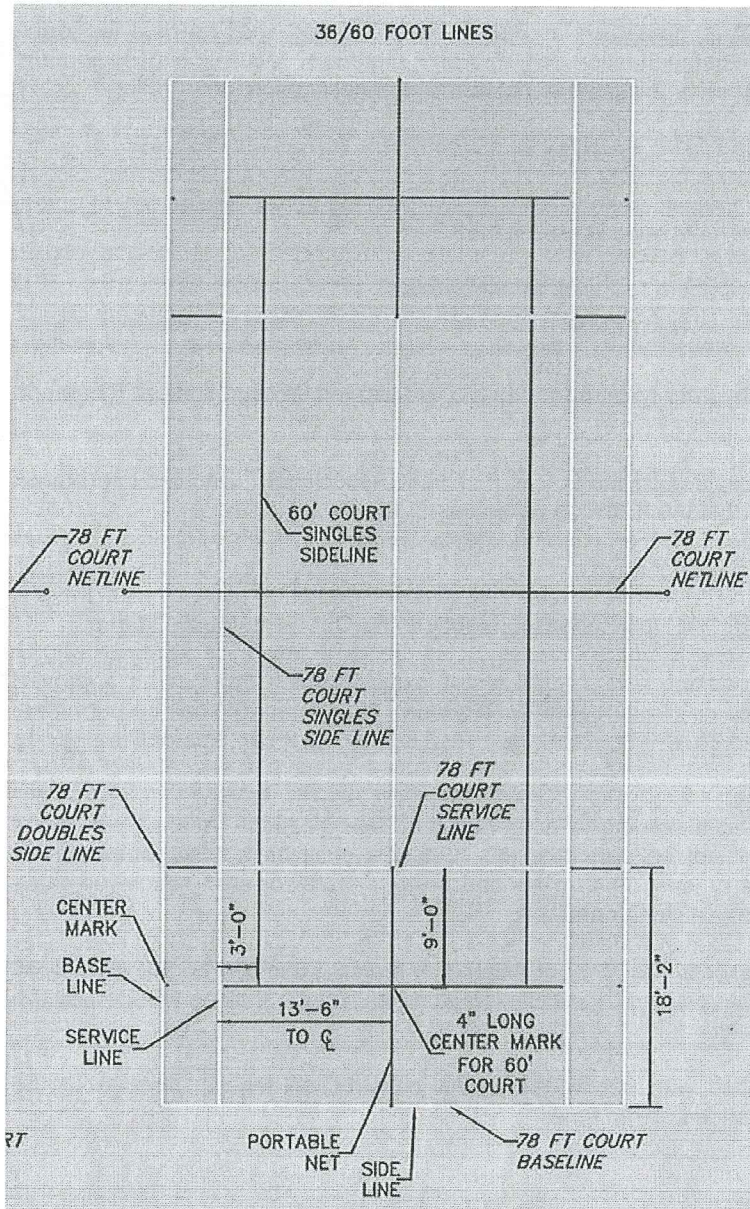
All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All tennis court lines shall be painted light green. The Contractor shall submit color samples 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.

Lines shall be painted as shown in the below diagram for 36/60 foot lines.



All 10 and under tennis playing lines shall terminate 3 inches from the 78 foot court lines. All 10 and under tennis playing lines shall be 1 1/2" wide. All 10 and under tennis playing lines shall be measured out to out, with the exception of the center lines which shall be measured out to the center. The center mark for the 36 foot court shall be set 2 inches off the 78 foot court doubles sideline and shall be 2 inches long by 1 1/2" inches wide.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Youth Tennis 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 – 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 lines at the following tennis courts:

- Richmond Hill Park – 2 courts

The Contractor to note that pickleball lines are to be added to the existing tennis court lines at Richmond Hill Park.

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.

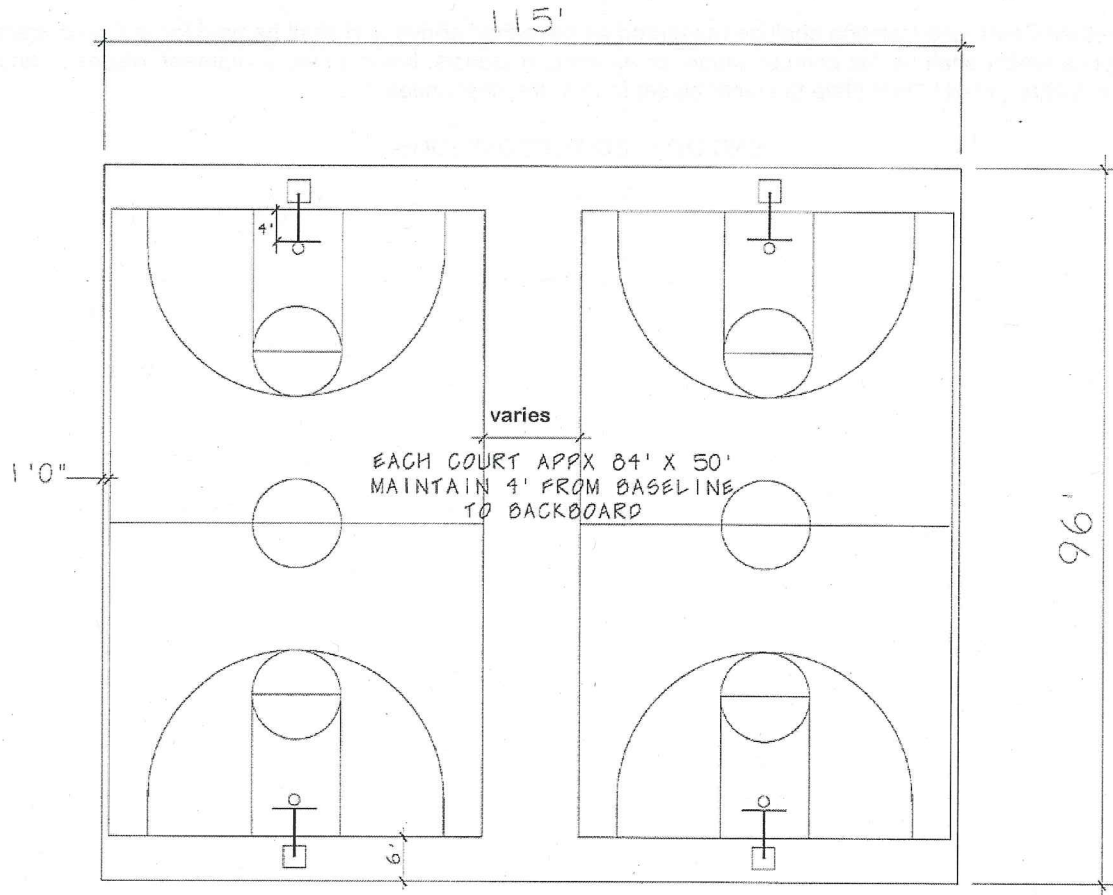
BID ITEM 90005 - BASKETBALL COURT LINE PAINTING

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:

- Olbrich 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. 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 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.

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE TENNIS AND BASKETBALL COURT RESURFACING

CONTRACT NO. 7618

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 - 2015 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 Corporation (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]
SIGNATURE

President
TITLE, IF ANY

Sworn and subscribed to before me this 19th day of January, 2016.



[Signature]
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 12/13/19 bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 7618 – Poblocki Paving Corporation

Section F: Disclosure of Ownership and BVC

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and 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 Disclosure of Ownership and BVC (click in box below to choose) *

I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Section F: Disclosure of Ownership and Best Value Contracting

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12). Personal information you provide may be used for secondary purposes.

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box

City

State and Zip Code

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
Cleaners, crackfillers, sealcoaters, stripers

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.

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

2016 TENNIS AND BASKETBALL COURT RESURFACING

CONTRACT NO. 7618
 DATE: 1/22/16

**Poblocki Paving
 Corporation**

Item	Quantity	Price	Extension
Section B: Proposal Page			
90000.1 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - BORDNER PARK - LF	1340.00	\$1.88	\$2,519.20
90000.2 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - BRITTINGHAM PARK - LF	2220.00	\$1.92	\$4,262.40
90000.3 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - HUEGEL PARK - LF	1380.00	\$1.88	\$2,594.40
90000.4 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - OLBRICH PARK - LF	1020.00	\$1.88	\$1,917.60
90000.5 - PAVEMENT CRACK SEALING - ACRYLIC SEALED SPORT COURTS - TENNEY PARK - LF	1700.00	\$1.92	\$3,264.00
90001.1 - PAVEMENT SEAL COAT - ACRYLIC - BORDNER PARK - SY	1440.00	\$5.49	\$7,905.60
90001.2 - PAVEMENT SEAL COAT - ACRYLIC - HUEGEL PARK - SY	1575.00	\$5.49	\$8,646.75
90001.3 - PAVEMENT SEAL COAT - ACRYLIC - OLBRICH PARK - SY	1227.00	\$5.49	\$6,736.23
90002 - TENNIS COURT LINE PAINTING - EA	4.00	\$812.00	\$3,248.00
90003 - YOUTH TENNIS COURT LINE PAINTING - EA	2.00	\$576.00	\$1,152.00
90004 - PICKLEBALL COURT LINE PAINTING - EA	2.00	\$592.00	\$1,184.00
90005 - BASKETBALL COURT LINE PAINTING - EA	2.00	\$720.00	\$1,440.00
12 Items	Totals		\$44,870.18



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

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

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Poblocki Paving Corporation - 525 South 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 - 1400 American Lane, Tower 1, 19th Floor, Schaumburg, IL 60196-1056

a corporation of the State of Maryland (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, 2016 through January 31, 2018.

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.

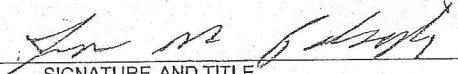
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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.

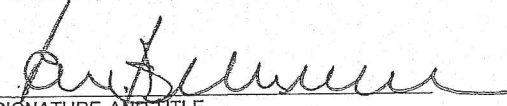
PRINCIPAL

Poblocki Paving Corporation January 12, 2016
COMPANY NAME AFFIX SEAL DATE

By: 
SIGNATURE AND TITLE
John M. Poblocki, President

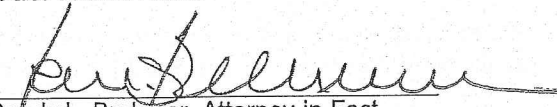
SURETY

Fidelity and Deposit Company of Maryland January 12, 2016
COMPANY NAME AFFIX SEAL DATE

By: 
SIGNATURE AND TITLE
Randy L. Brehmer, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 179424 for the year 2016 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 12, 2016
DATE


AGENT Randy L. Brehmer, Attorney-in-Fact

P.O. Box 498
ADDRESS

Butler, WI 53007-0498
CITY, STATE AND ZIP CODE

(262) 781-3714
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.

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY**, 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**, **Lawrence A. MICHAEL**, **Terence R. GESZVAIN**, **Jason A. BRAATZ**, **Chris BREHMER**, **Cynthia J. BREHMER**, **Linda A. PUPP** and **Melissa BABIAK**, all of **Butler, Wisconsin**, EACH 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 7th day of October, A.D. 2014.

ATTEST:

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



By: *Eric D. Barnes*

Gerald F. Haley

*Secretary
Eric D. Barnes*

*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 7th day of October, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY**, Vice President, and **ERIC D. BARNES**, 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.

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

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 14th day of January, 2016.



Michael Bond

Michael Bond, Vice President



Department of Public Works
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.
City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
608 264 9275 FAX
1 866 704 2315 Textnet

Principal Engineers
Michael R. Dailey, P.E.
Christina M. Bachmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.

Operations Manager
Kathleen M. Cryan

GIS Manager
David A. Davis, R.L.S.

Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

BIENNIAL BID BOND

Poblocki Paving Corporation

(a corporation of the State of Wisconsin
(individual), (partnership), (hereinafter referred to as the "Principal") and
Fidelity & Deposit Company of Maryland

a corporation of the State of MD (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, 2014 through January 31, 2016.

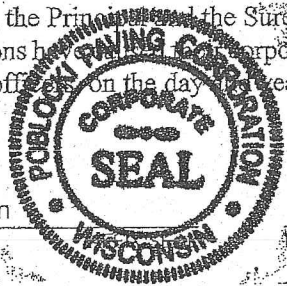
If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful 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 hereunto affixed 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

Poblocki Paving Corporation
COMPANY NAME

January 6, 2014
DATE

By: *John M. Poblocki*
SIGNATURE AND TITLE John M. Poblocki, President

SURETY

Fidelity & Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

January 6, 2014
DATE

By: *Randy L. Brehmer*
SIGNATURE AND TITLE Randy L. Brehmer, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 179424 for the year 2014, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 6, 2014
DATE

Randy L. Brehmer
AGENT Randy L. Brehmer, Attorney-in-Fact

P.O. Box 498
ADDRESS

Butler, WI 53007-0498
CITY, STATE AND ZIP CODE

(262) 781-3714
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.

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO) January 31, 2014 to January 31, 2016
NAME OF SURETY Fidelity & 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

January 6, 2014

DATE

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, 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, Lawrence A. MICHAEL, Terence R. GESZVAIN, Jason A. BRAATZ, Chris BREHMER, Cynthia J. BREHMER, Linda A. PUPP and Melissa HACKSTEIN**, all of Butler, Wisconsin, EACH 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 14th day of February, A.D. 2013.

ATTEST:

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



Gregory E. Murray

By: _____
*Assistant Secretary
Gregory E. Murray*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

State of Maryland
City of Baltimore

On this 14th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GREGORY E. MURRAY, Assistant 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 14, 2015

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 4th day of January, 2014.



James M. Carroll, Vice President

SECTION H: AGREEMENT

THIS AGREEMENT made this 24 day of February in the year Two Thousand and Sixteen 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 FEBRUARY 23, 2016, 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:

2016 TENNIS AND BASKETBALL COURT RESURFACING CONTRACT NO. 7618

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 FORTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY AND 18/100 (\$44,870.18) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

"Public Works" shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

"Building or work" includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

"Erection, construction, remodeling, repairing" means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

Workforce Profile. The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

Payrolls and Records. The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

Hourly contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

Apprentices and Subjourney persons. Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

Straight Time Wages. The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

Overtime Wages. The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

Posting of Wage Rates and Hours. A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

Evidence of Compliance by Contractor. Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Evidence of Compliance by Agent and Subcontractor. Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate and DWD prevailing wage requirements are attached hereto as Sec. I of the contract.

5. **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 five thousand dollars (\$5,000), 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.)

6. 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.
7. **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.

**2016 TENNIS AND BASKETBALL COURT RESURFACING
CONTRACT NO. 7618**

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

Countersigned:
POBLOCKI

POBLOCKI PAVING CORPORATION

Company Name

Kathy Eibes 2/24/16
Witness Date

Sam Pabini 2/24/16
President Date

Patricia A. Koel 2/24/16
Witness Date

[Signature] 2/24/16
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 24th day of March, 2016

[Signature]
Witness

[Signature] 3/24/16
Mayor Date

[Signature]
Witness

Maibeth Witzel-Behl 3/2/2016
City Clerk Date

SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we POBLOCKI PAVING CORPORATION as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FORTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY AND 18/100 (\$44,870.18) 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:

2016 TENNIS AND BASKETBALL COURT RESURFACING CONTRACT NO. 7618

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 24th day of February, 2016

Countersigned:
POBLOCKI

POBLOCKI PAVING CORPORATION
Company Name (Principal)

Kathy Ellers
Witness

[Signature]
President, John M. Poblocki Seal

[Signature]
Secretary, Paul J. Sagan

Approved as to form:

Fidelity and Deposit Company of Maryland
Surety Seal

Salary Employee Commission

[Signature]
City Attorney

By [Signature]
Attorney-in-Fact, Randy L. Brehmer

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 285599 for the year 20 16, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

February 24, 2016
Date

[Signature]
Agent Signature Randy L. Brehmer

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, 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, Lawrence A. MICHAEL, Terence R. GESZVAIN, Jason A. BRAATZ, Chris BREHMER, Cynthia J. BREHMER, Linda A. PUPP and Melissa BABIAK, all of Butler, Wisconsin, EACH** 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 7th day of October, A.D. 2014.

ATTEST:

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



By: *Eric D. Barnes*

Gerald F. Haley

*Secretary
Eric D. Barnes*

*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 7th day of October, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, 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.

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

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 24th day of February, 2016.



Michael Bond

Michael Bond, Vice President

SECTION J: PREVAILING WAGE RATES

Not applicable.