

Contract Routing Form

ROUTING: Routine

printed on: 05/04/2018

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

Project: Repairing and Sealing Pavement Cracks, Local Streets - 2018

Contract No.: 8094  
Enactment No.: RES-18-00338  
Dollar Amount: 65,203.00

File No.: 51216  
Enactment Date:

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-8-2018	5-8-2018
Director of Civil Rights	5.8.18	5.9.18 FNS
Risk Manager	5/11/18	5/11/18 RN
Finance Director	05-11-2018	5/14/18 MCR
City Attorney	527 5-16-18	5-17-18
Mayor	05.11.18	05.18.18
Finance for scanning		MQ 5/18/18

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

Original + 2 Copies

05/04/2018 09:43:51 enjls - Steve Sonntag, 267-1997

Dis Rights: OK / ~~N/A~~ / Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: 65,203.<sup>00</sup>  
AA Plan: approved  
Amendment / Addendum #  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW / Goal / Loan / Agrmt



## Legislation Details (With Text)

**File #:** 51216      **Version:** 1      **Name:** Awarding Public Works Contract No. 8094, Repairing and Sealing Pavement Cracks, Local Streets - 2018.

**Type:** Resolution      **Status:** Passed

**File created:** 4/12/2018      **In control:** BOARD OF PUBLIC WORKS

**On agenda:** 5/1/2018      **Final action:** 5/1/2018

**Enactment date:** 5/7/2018      **Enactment #:** RES-18-00338

**Title:** Awarding Public Works Contract No. 8094, Repairing and Sealing Pavement Cracks, Local Streets - 2018.

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 8094 .pdf

Date	Ver.	Action By	Action	Result
5/1/2018	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/18/2018	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	Pass
4/12/2018	1	Engineering Division	Refer	

The proposed resolution awards the contract for the 2018 citywide repair and sealing of pavement cracks on local streets at a total cost of \$67,160. Funding is provided by the Engineering Major Streets capital program Pavement Management (MUNIS 11784); \$15.5 million is budgeted in this program for 2018.

Awarding Public Works Contract No. 8094, Repairing and Sealing Pavement Cracks, Local Streets - 2018. 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. 8094) for itemization of bids.

SDR

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8094  
REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018

FAHRNER ASPHALT SEALERS, L.L.C.

\$65,203.00

Acct. No. 11784-402-200: 54410 (91384)  
Contingency 3%±

\$65,203.00  
1,957.00

GRAND TOTAL

\$67,160.00

Jurisdiction: Wisconsin

Demographics

**Company Name:** Western Surety Company  
**Short Name:**  
**SBS Company Number:** 54219777  
**NAIC CoCode:** 13188  
**FEIN:** 46-0204900  
**Domicile Type:** Foreign  
**State of Domicile:** South Dakota  
**Country of Domicile:** United States  
**NAIC Group Number:** 218 - CNA INS GRP  
**Organization Type:** Stock  
**Date of Incorporation:** 07/10/1900  
**Merger Flag:** No

Address

**Business Address**

Not Available  
 Not Available, UN 99999  
 United States

**Mailing Address**

333 S WABASH AVE  
 CHICAGO, IL 60604  
 United States

**Statutory Home Office Address**

101 S Reid Ave  
 Sioux Falls, SD 57103  
 United States

**Main Administrative Office Address**

101 S Reid Ave  
 Sioux Falls, SD 57103  
 United States

Phone, E-mail, Website

**Phone**

Type	Number
Mailing Primary Phone	(312) 822-5000
Mailing Fax Phone	(312) 260-4376
Statutory Home Office Primary Phone	(312) 822-5000
Main Admin Office Primary Phone	(312) 822-5000

**Email**

No results found.

**Website**

No results found.

Company Type

**Company Type:** Property and Casualty  
**Status:** Active  
**Status Reason:**  
**Status Date:** 05/29/1942  
**Effective Date:** 05/29/1942  
**Legacy State ID:** 111843  
**Issue Date:** 05/29/1942  
**Approval Date:**  
**File Date:**  
**Articles of Incorporation Received:** No  
**Article No:**  
**COA Number:**

Appointments

langer

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE LANGER	8856714	8856714	Intermediary (Agent) Individual	Casualty	07/29/2010	03/01/2018	03/15/2019

Line Of Business

Filter

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

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
--------------	----------------	------	--------	-------	---------

First Previous **1** Next Last

**Company Merger**

No results found.

**Name Change History**

No results found.

\$65,203.00  
FILE

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

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018

CONTRACT NO. 8094

PROJECT NO. 11784

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MAY 1, 2018

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018  
CONTRACT NO. 8094**

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This Proposal, and Agreement have  
been prepared by:

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



\_\_\_\_\_  
Robert F. Phillips, P.E., City Engineer

RFP: sms



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

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018
CONTRACT NO.:	8094
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	APRIL 6, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	APRIL 5, 2018
BID SUBMISSION (2:00 P.M.)	APRIL 12, 2018
BID OPEN (2:30 P.M.)	APRIL 12, 2018
PUBLISHED IN WSJ	MARCH 29 & APRIL 5, 2018

SBE PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://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 - 2018 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](http://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](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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



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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018 CONTRACT NO. 8094

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 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### ARTICLE 104 SCOPE OF WORK

The work under this contract consists of routing, street sweeping, cleaning and sealing existing longitudinal and transverse pavement cracks with sealant material and spray patching any cracks or potholes that are beyond the scope of crack sealing. Any street segment labeled with an **Asterisk (\*)** on the proposal pages **shall** require spray patching or approved equal.

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

**In the Isthmus area (aldermanic districts 2,4,5,6,13) there are 2 days during the week where there is no parking on one half the street from 8am to 12:00pm for street sweeping. The contractor shall not post "NO PARKING SIGNS" during this time for the crack sealing operations. Where there are parking restrictions in the isthmus area the contractor shall not post all the streets in one area at a time. Due to the parking restrictions, the contractor shall only post parallel streets or perpendicular streets to allow for parking on the other, during the crack sealing operations.**

#### SECTION 104.6 DECREASED OR DELETED ITEMS

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

#### SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

Access to adjacent properties shall be maintained at all times.

The City will be reconstructing West Wilson Street and South Hamilton Street around the Capitol square this year. The Contractor shall not crack seal streets within 1 mile of this area until after the project is complete which is schedule for July 6th, 2018.

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

## **SECTION 109.2        PROSECUTION OF THE WORK**

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

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

## **SECTION 109.7        TIME OF COMPLETION**

The Contractor shall complete all work specified in this contract on or before **October 15, 2018.**

## **ARTICLE 406        PAVEMENT CRACK SEALING**

### **SECTION 406.1        MATERIALS FOR PAVEMENT CRACK SEALING**

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

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

### **SECTION 406.2        PREPARATION OF THE CRACK SEALING MIXTURES**

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

## **SECTION 406.3      INSTALLATION OF CRACK SEALING**

### **SECTION 406.3(A)    GENERAL**

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

### **SECTION 406.3(B)    PERSONNEL**

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

### **SECTION 406.3(C)    EQUIPMENT**

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

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

### **SECTION 406.3(D)    PREPARATION OF THE CRACKS**

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

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

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

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

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

### **SECTION 406.3(E)    INSTALLATION OF SEALANT**

Crack sealant shall be prepared and applied per the manufacturer's recommendation. Immediately prior to filling, the crack shall be cleared of all loose material, dirt and vegetation with compressed air at a minimum pressure of 100 lbs. per square inch (psi). Debris is to be blown out in a manor so that the fresh

sealant is not contaminated. The cracks shall be dry prior to filling. The Contractor may either allow the crack to dry by the air or through the use of a hot air lance.

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

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

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

**ARTICLE 407                      SPRAY PATCHING**

**SECTION 407.1                 GENERAL**

**ALL** street segment labeled with an **Asterisk (\*)** on the proposal pages **shall** require spray patching or approved equal.

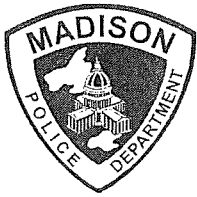
This work shall consist of repairing transverse and longitudinal cracks, alligator cracks, or potholes that cannot be repaired by crack sealing. The Contractor shall clean the area to be spray patched of all rock, dirt, sand, vegetation or other objectionable material, apply a tack material, fill the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

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

**MEASUREMENT AND PAYMENT**

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

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



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

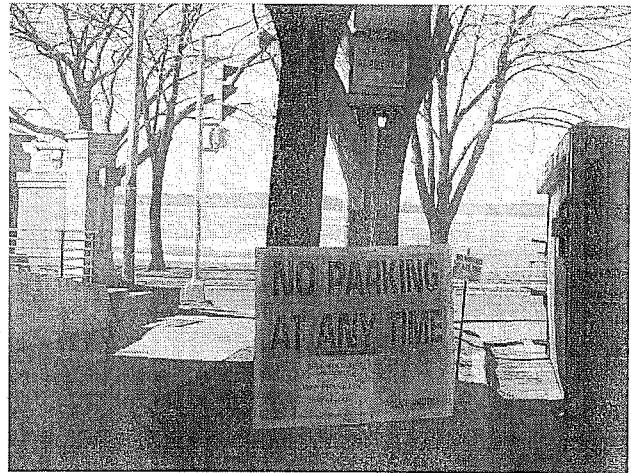


**City of Madison Parking Utility**  
215 Martin Luther King Blvd, Suite 100  
Madison, WI 53703  
Phone: (608) 266-4761  
[www.cityofmadison.com/parking](http://www.cityofmadison.com/parking)

# Posting for Temporary Parking Restrictions

## Instructions

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



## Things to Remember

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

## Who to Call for Enforcement

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





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

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

Assistant City Engineer  
Gregory T. Fries, P.E.

Principal Engineer 2  
Christopher J. Pelykowski, P.E.  
John S. Fahrney, P.E.

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

March 29, 2018

**NOTICE OF ADDENDUM**  
**ADDENDUM NO. 1**

**CONTRACT NO. 8094, PROJECT NO. 11784**

**REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018**

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

**Specifications:**

“STREETS” was misspelled throughout the document. Please use the revised specification.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

Robert F. Phillips, P.E., City Engineer


Cc: Greg Fries

SECTION E: BIDDERS ACKNOWLEDGEMENT

REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STEEETS - 2018  
CONTRACT NO. 8094

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 - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Fabric Asphalt Sealers, LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
 SIGNATURE Jim Rozumalski  
Vice President - Waunakee  
 TITLE, IF ANY

Sworn and subscribed to before me this  
18 day of April, 2018

(Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 5/15/2020  
 Bidders shall not add any conditions or qualifying statements to this Proposal.



## Contract 8094, Fahrner Asphalt Sealers, L.L.C.

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

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

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

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

#### Best Value Contracting

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

Joint sealing general laborers

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

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

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

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

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

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

REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STEEETS - 2018  
CONTRACT NO. 8094

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Fahrner Asphalt Sealers, LLC  
Address: 316 Raemisch Rd Wauwakee, WI 53597  
Telephone Number: 608-849-1041 Fax Number: 608-849-10470  
Contact Person/Title: Jim Rozumalski / Vice President - Wauwakee

Prime Bidder Certification

I, Jim Rozumalski Vice President - Wauwakee of  
Name Title  
Fahrner Asphalt Sealers, LLC certify that the information  
Company

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

[Signature]  
Witness' Signature

[Signature]  
Bidder's Signature

April 12, 2018  
Date



REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018

CONTRACT NO. 8094

DATE: 4/12/18

Fahrner Asphalt Sealers,  
L.L.C.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
1 - ADELINE CIR:PETRA PL-174 FT SW OF PETRA PL - LUMP SUM	1.00	\$493.00	\$493.00
2 - *ANHALT DR:RIGNEY LN-PACKERS AVE - LUMP SUM	1.00	\$562.00	\$562.00
3 - ARROWPOINT WAY:SECRET GARDEN DR-BAUTISTA DR - LUMP SUM	1.00	\$146.00	\$146.00
4 - ARTHUR CT:FELL RD-161 FT E OF FELL RD - LUMP SUM	1.00	\$250.00	\$250.00
5 - BAUTISTA DR:CATALINA PKWY-EAGLE CAVE DR - LUMP SUM	1.00	\$154.00	\$154.00
6 - BELLINGRATH ST:CATALINA PKWY-SLEDDING PKWY - LUMP SUM	1.00	\$100.00	\$100.00
7 - BIRCH HILL DR:PRAIRIE RD-CATHY CT - LUMP SUM	1.00	\$170.00	\$170.00
8 - BOOK CT:FELL RD-178 FT E OF FELL RD - LUMP SUM	1.00	\$308.00	\$308.00
9 - *BRITTA DR:AXEL AVE-HELENE PKWY - LUMP SUM	1.00	\$110.00	\$110.00
10 - *BRITTA PKWY:WHENONA DR-NIEMANN PL - LUMP SUM	1.00	\$331.00	\$331.00
11 - BRITTA PKWY:HELENE PKWY-VERONA RD SERVICE RD - LUMP SUM	1.00	\$154.00	\$154.00
12 - BROOKINS CT:S THOMPSON DR-E END - LUMP SUM	1.00	\$339.00	\$339.00
13 - BUENA VISTA ST:S FAIR OAKS AVE-GARRISON ST - LUMP SUM	1.00	\$100.00	\$100.00
14 - *BUHLER CT:ANHALT DR-299 FT S OF ANHALT DR - LUMP SUM	1.00	\$116.00	\$116.00
15 - CAMDEN RD:PFLAUM RD-TOMPKINS DR - LUMP SUM	1.00	\$377.00	\$377.00
16 - CAMINO DEL SOL:TROY DR-356 FT S OF TROY DR - LUMP SUM	1.00	\$231.00	\$231.00
17 - *CAPITOL CT:N CHARTER ST-N ORCHARD ST - LUMP SUM	1.00	\$350.00	\$350.00
18 - CATHY CT:LOMAX LN-E END - LUMP SUM	1.00	\$150.00	\$150.00
19 - CHAPEL HILL RD:SCHROEDER RD-PIPING ROCK RD - LUMP SUM	1.00	\$447.00	\$447.00
20 - CHARLES LN:KEATING TER-TOKAY BLVD - LUMP SUM	1.00	\$350.00	\$350.00
21 - CHEROKEE DR:NAKOMA RD-S MIDVALE BLVD - LUMP SUM	1.00	\$1,605.00	\$1,605.00
22 - CHIEFTAIN LOOKOUT:WINDIGO TRL-ONAWAY PASS - LUMP SUM	1.00	\$223.00	\$223.00
23 - COMANCHE WAY:MONICA LN-WHEELER RD - LUMP SUM	1.00	\$123.00	\$123.00
24 - CORDELIA CESCENT:KENNEDY RD-MOOSE TRAIL - LUMP SUM	1.00	\$250.00	\$250.00
25 - DANBURY ST:DONCASTER DR-WARWICK WAY - LUMP SUM	1.00	\$154.00	\$154.00
26 - DEBRA LN:NORTHLAND DR-COMANCHE WAY - LUMP SUM	1.00	\$3,958.00	\$3,958.00
27 - DEBS RD:NORTHPORT DR-E END - LUMP SUM	1.00	\$288.00	\$288.00
28 - DEERWOOD DR:STARKER AVE-BRYNWOOD DR - LUMP SUM	1.00	\$146.00	\$146.00
29 - DINAUER CT:S THOMPSON DR-E END - LUMP SUM	1.00	\$293.00	\$293.00
30 - DIVISION ST:LAFOLLETTE AVE-ATWOOD AVE - LUMP SUM	1.00	\$385.00	\$385.00
31 - *DOE CROSSING TRL:POND ST-ANHALT DR - LUMP SUM	1.00	\$223.00	\$223.00
32 - DONCASTER DR:DANBURY ST-MOHAWK DR - LUMP SUM	1.00	\$454.00	\$454.00
33 - DRYDEN DR:WINDOM WAY-NORTHPORT DR - LUMP SUM	1.00	\$300.00	\$300.00
34 - E DAYTON ST:N PATERSON ST-N BREARLY ST - LUMP SUM	1.00	\$462.00	\$462.00
35 - E MIFFLIN ST:N WEBSTER ST-N BUTLER ST - LUMP SUM	1.00	\$350.00	\$350.00
36 - E MIFFLIN ST:N PATERSON ST-N BREARLY ST - LUMP SUM	1.00	\$539.00	\$539.00
37 - EASTRIDGE CT:S THOMPSON DR-E END - LUMP SUM	1.00	\$300.00	\$300.00
38 - ELLESTAD DR:DUTCH MILL RD-E END - LUMP SUM	1.00	\$878.00	\$878.00
39 - EMMET ST:S FAIR OAKS AVE-GARRISON ST - LUMP SUM	1.00	\$150.00	\$150.00
40 - ENGELHART DR:ANDERBERG DR-LORENA PKWY - LUMP SUM	1.00	\$4,928.00	\$4,928.00
41 - ENGELHART DR:FOXWOOD TRL-WAYLAND DR - LUMP SUM	1.00	\$2,125.00	\$2,125.00
42 - FELL RD:OCEAN RD-ENGELHART DR - LUMP SUM	1.00	\$2,002.00	\$2,002.00
43 - FOXWOOD TRL:ENGELHART DR-LORENA PKWY - LUMP SUM	1.00	\$239.00	\$239.00
44 - GALLEON RUN:TRADEWINDS PKWY-476 FT S OF TRADEWINDS PKWY - LUMP SUM	1.00	\$200.00	\$200.00
45 - GARRISON ST:EMMET ST-ATWOOD AVE - LUMP SUM	1.00	\$150.00	\$150.00
46 - GERONIMO CIR:ARTESIAN LN-425 FT W OF ARTESIAN LN - LUMP SUM	1.00	\$2,125.00	\$2,125.00
47 - GOLDEN GATE WAY:OCEAN RD-MOORLAND RD - LUMP SUM	1.00	\$285.00	\$285.00
48 - *GULSETH ST:HOLLOW RIDGE DRIVE-PACKERS AVE - LUMP SUM	1.00	\$485.00	\$485.00
49 - *HOLLOW RIDGE RD:POND ST-162 FT N OF GULSETH ST - LUMP SUM	1.00	\$654.00	\$654.00
50 - JADON DR:TRADEWINDS PKWY-430 FT S OF TRADEWINDS PKWY - LUMP SUM	1.00	\$262.00	\$262.00

REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018

CONTRACT NO. 8094

DATE: 4/12/18

Fahrner Asphalt Sealers,  
L.L.C.

Item	Quantity	Price	Extension
51 - KENT LN:RIMROCK RD-SALEM DR - LUMP SUM	1.00	\$431.00	\$431.00
52 - KIOWA CT:SEVEN NATIONS DR-150 FT NE OF SEVEN NATIONS DR - LUMP SUM	1.00	\$447.00	\$447.00
53 - LATHAM DR:539 FT N OF POST RD-POST RD - LUMP SUM	1.00	\$323.00	\$323.00
54 - LINDBERGH ST:S FAIR OAKS AVE-GARRISON ST - LUMP SUM	1.00	\$150.00	\$150.00
55 - LOMAX LN:STARR CT-CATHY CT - LUMP SUM	1.00	\$200.00	\$200.00
56 - LORENA PKWY:ENGELHART DR-FOXWOOD TRL - LUMP SUM	1.00	\$277.00	\$277.00
57 - *LUMBERMANS TRL:COTTAGE GROVE RD-S END - LUMP SUM	1.00	\$1,255.00	\$1,255.00
58 - MAGNOLIA CIR:MAGNOLIA LN-172 FT N OF MAGNOLIA LN - LUMP SUM	1.00	\$258.00	\$258.00
59 - MANDAN CRES:SEMINOLE HWY-NAKOMA RD - LUMP SUM	1.00	\$705.00	\$705.00
60 - MARCUS CT:FELL RD-178 FT E OF FELL RD - LUMP SUM	1.00	\$308.00	\$308.00
61 - MISSION CIR:OCEAN RD-S END - LUMP SUM	1.00	\$150.00	\$150.00
62 - MOHAWK DR:DONCASTER DR-HAMMERSLEY RD - LUMP SUM	1.00	\$150.00	\$150.00
63 - MOOSE TRAIL:KENNEDY RD-CORDELIA CRESCENT - LUMP SUM	1.00	\$150.00	\$150.00
64 - N FRANCES ST:LANGDON ST-N END - LUMP SUM	1.00	\$325.00	\$325.00
65 - N HENRY ST:W GILMAN ST-67 FT NW OF IOTA CT - LUMP SUM	1.00	\$335.00	\$335.00
66 - *N LAKE ST:LANGDON ST-MENDOTA CT - LUMP SUM	1.00	\$300.00	\$300.00
67 - *N PARK ST:OBSERVATORY DR-282 FT N OF OBSERVATORY DR - LUMP SUM	1.00	\$275.00	\$275.00
68 - N SHERMAN AVE:WHEELER RD-GOLF PKWY (PVT) - LUMP SUM	1.00	\$554.00	\$554.00
69 - NATIONAL AVE:STARKER AVE-E BUCKEYE RD - LUMP SUM	1.00	\$200.00	\$200.00
70 - NOBEL LN:TOBAN DR-E END - LUMP SUM	1.00	\$154.00	\$154.00
71 - NORTHLAND DR:DEBRA LN-DELAWARE BLVD - LUMP SUM	1.00	\$393.00	\$393.00
72 - OCEAN RD:164 FT W OF GULL LN-E END - LUMP SUM	1.00	\$231.00	\$231.00
73 - PERCY JULIAN WAY:REVIVAL RIDGE-ALLIED DR - LUMP SUM	1.00	\$250.00	\$250.00
74 - PIPING ROCK RD:S WHITNEY WAY-CHAPEL HILL RD - LUMP SUM	1.00	\$1,417.00	\$1,417.00
75 - *POND ST:PRAIRIEVIEW DR-WHITETAIL LN - LUMP SUM	1.00	\$731.00	\$731.00
76 - *RIGNEY LN:S END-N SHERMAN AVE - LUMP SUM	1.00	\$1,501.00	\$1,501.00
77 - RUSSETT RD:E END-S WHITNEY WAY - LUMP SUM	1.00	\$250.00	\$250.00
78 - SALISBURY PL:PIPING ROCK RD-S END - LUMP SUM	1.00	\$150.00	\$150.00
79 - SCHURZ AVE:OAKRIDGE AVE-YAHARA PL - LUMP SUM	1.00	\$150.00	\$150.00
80 - SECRET GARDEN DR:307 FT N OF CATALINA PKWY-140 FT N OF EAGLE CAVE DR - LUMP SUM	1.00	\$150.00	\$150.00
81 - SLEDDING PKWY:BAUTISTA DR-CATALINA PKWY - LUMP SUM	1.00	\$154.00	\$154.00
82 - SOMERSET LN:S MIDVALE BLVD-CABOT LN - LUMP SUM	1.00	\$225.00	\$225.00
83 - SPEAR CIR:ENGELHART DR-324 FT N OF ENGELHART DR - LUMP SUM	1.00	\$424.00	\$424.00
84 - *STARKER AVE:ANGEL CREST WAY-WOODVALE DR - LUMP SUM	1.00	\$339.00	\$339.00
85 - TENLEY LANE:MOOSE TRAIL-CORDELIA CRESCENT - LUMP SUM	1.00	\$125.00	\$125.00
86 - TOBAN DR:TROY DR-NORTHPORT DR - LUMP SUM	1.00	\$662.00	\$662.00
87 - TRADEWINDS PKWY:S DUTCH MILL RD-AGRICULTURE DR - LUMP SUM	1.00	\$2,734.00	\$2,734.00
88 - VERONA RD FRONTAGE RD (E):VERONA RD-ATTICUS WAY - LUMP SUM	1.00	\$350.00	\$350.00
89 - VONDRON RD:STARKER AVE-W BUCKEYE RD - LUMP SUM	1.00	\$270.00	\$270.00
90 - *W BADGER RD:FISH HATCHERY RD-W END - LUMP SUM	1.00	\$408.00	\$408.00
91 - W BADGER RD:796 FT E OF WHALEN LN-239 FT E OF WHALEN LN - LUMP SUM	1.00	\$385.00	\$385.00
92 - W DOTY ST:S BEDFORD ST-W END - LUMP SUM	1.00	\$325.00	\$325.00
93 - W WINGRA DR:BAIRD ST-FISHER ST - LUMP SUM	1.00	\$462.00	\$462.00
94 - WABAN HILL:MANDAN CRES-MANITOU WAY - LUMP SUM	1.00	\$447.00	\$447.00
95 - WABAN HILL (SPUR):WABAN HILL-MANITOU WAY - LUMP SUM	1.00	\$46.00	\$46.00
96 - WARD CT:ENGELHART DR-230 FT N OF ENGELHART DR - LUMP SUM	1.00	\$370.00	\$370.00
97 - WARNER LN:728 FT N OF FELL RD-FELL RD - LUMP SUM	1.00	\$925.00	\$925.00
98 - WATFORD WAY:KINGSLEY WAY-POST RD - LUMP SUM	1.00	\$285.00	\$285.00

REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018  
 CONTRACT NO. 8094  
 DATE: 4/12/18

Fahrner Asphalt Sealers,  
 L.L.C.

Item	Quantity	Price	Extension
99 - WAYLAND DR:MOORLAND RD-ENGELHART DR - LUMP SUM	1.00	\$2,125.00	\$2,125.00
100 - WHEELER RD:AMERICAN ASH DR-KENNEDY RD - LUMP SUM	1.00	\$150.00	\$150.00
101 - WHENONA DR:MOHAWK DR-WARWICK WAY - LUMP SUM	1.00	\$212.00	\$212.00
102 - *WHITETAIL LN:S END-ANHALT DR - LUMP SUM	1.00	\$108.00	\$108.00
103 - WINDIGO TRL:CHIEFTAIN LOOKOUT-PONTIAC TRL - LUMP SUM	1.00	\$450.00	\$450.00
104 - WINDMILL WAY:SECRET GARDEN DR-BAUTISTA DR - LUMP SUM	1.00	\$100.00	\$100.00
105 - WYOMING WAY:MONICA LN-DAKOTA DR - LUMP SUM	1.00	\$178.00	\$178.00
40602 - PAVEMENT CRACK SEALING - LINEAR FOOT (UNDISTRIBUTED) - LINEAR FOOT	20000.00	\$0.55	\$11,000.00
106 Items	Totals		\$65,203.00



Department of Public Works  
**City Engineering Division**

Larry D. Nelson, 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

Replaces Biennial Bid Bond in the name of:  
Fahrner Asphalt Sealers, LLC  
Dated December 4, 2014

**608 266 4751**

**Deputy City Engineer**  
Robert F. Phillips, P.E.

**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 Supervisor**  
Kathleen M. Cryan

**Hydrogeologist**  
Joseph L. DeMorett, P.G.

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

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

**BIENNIAL BID BOND**

Fahrner Asphalt Sealers, L.L.C.  
(a corporation of the State of Limited Liability Company of the State of WI  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
Western Surety Company

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of January 1, 2017 through January 31, 2019.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.



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

**PRINCIPAL**

Fahrner Asphalt Sealers, L.L.C.  
COMPANY NAME AFFIX SEAL


January 11, 2017  
DATE

By:  Vice President  
SIGNATURE AND TITLE

**SURETY**

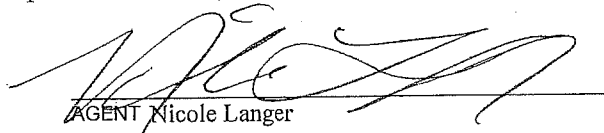
Western Surety Company  
COMPANY NAME AFFIX SEAL

January 11, 2017  
DATE

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

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2538830 for the year 2017-2019, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 11, 2017  
DATE

  
AGENT Nicole Langer

Willis of Minnesota, Inc.  
1600 Utica Avenue South, Suite 600  
ADDRESS

Minneapolis, MN 55416  
CITY, STATE AND ZIP CODE

763-302-7100  
TELEPHONE NUMBER

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

## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO) January 1, 2017 to January 31, 2019
NAME OF SURETY Western Surety Company
NAME OF CONTRACTOR Fahrner Asphalt Sealers, L.L.C.
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

1-11-2017

DATE



# Western Surety Company

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

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

**Nina E Werstein, Laurie Pflug, Brian D Carpenter, Jill N Swanson, Dennis G Loots, Jessica Hoff, Michelle Sylvester, Heather R Goedel, Nicole Langer, Craig Olmstead, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

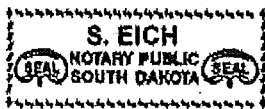
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



*S. Eich*

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of January, 2017.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

## SECTION H: AGREEMENT

THIS AGREEMENT made this 2d day of MAY in the year Two Thousand and Eighteen between FAHRNER ASPHALT SEALERS, L.L.C., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 1, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018 CONTRACT NO. 8094

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 SIXTY-FIVE THOUSAND TWO HUNDRED THREE AND NO/100 (\$65,203.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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.)

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
  1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

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

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

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



**REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018  
CONTRACT NO. 8094**

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:

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

[Signature] 5/2/18  
Witness Date

[Signature] 5/2/18  
Witness Date

[Signature] 5/2/18  
Company Name President Date

[Signature] 5/2/18  
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 18th day of May, 2018

[Signature]  
Witness

[Signature] - 18 May 2018  
Mayor Date

[Signature] 5-8-18  
Witness

[Signature] 5-8-2018  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we FAHRNER ASPHALT SEALERS, L.L.C. as principal, and Western Surety Company Company of 333 S. Wabash Ave., Chicago, IL 60604 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of SIXTY-FIVE THOUSAND TWO HUNDRED THREE AND NO/100 (\$65,203.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

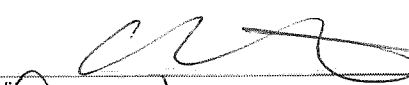
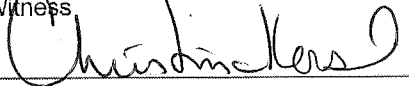
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

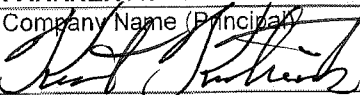
**REPAIRING AND SEALING PAVEMENT CRACKS, LOCAL STREETS - 2018  
CONTRACT NO. 8094**

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.

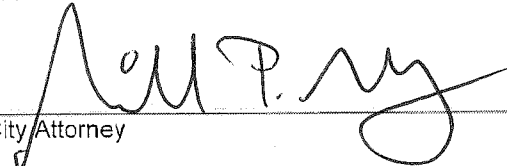
Signed and sealed this 2nd day of May, 2018

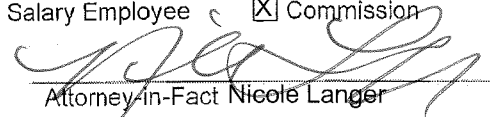
Countersigned:

  
Witness  
  
Secretary

FAHRNER ASPHALT SEALERS, L.L.C.  
Company Name (Principal)  
 **"NO CORPORATE SEAL ADOPTED"**  
President Seal

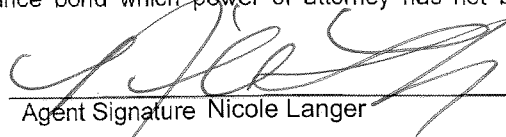
Approved as to form:

  
City Attorney

Western Surety Company  
Surety Seal  
 Salary Employee  Commission  
By   
Attorney-in-Fact Nicole Langer

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2538830 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 2, 2018  
Date

  
Agent Signature Nicole Langer



# Western Surety Company

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

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

**Laurie Pflug, Jill N. Swanson, Brian D. Carpenter, Jessica Hoff, Heather R. Goedtel, Nicole Langer, Craig Olmstead, Kelly Bruggeman, Michelle Halter, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of February, 2018.

WESTERN SURETY COMPANY

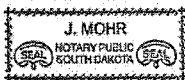


*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2018.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

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

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

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