

# Contract Routing Form

ROUTING: Routine

printed on: 03/11/2014

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

Project: Tennis/Basketball Court Resurfacing - 2014

Contract No.: 7215  
Enactment No.: RES-14-00177  
Dollar Amount: 59,946.30

File No.: 33083  
Enactment Date: 03/05/2014

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-12-14	3-12-2014
Director of Civil Rights	3-12-14	3/24/14 [Signature]
Risk Manager <i>COI attached</i>	03-25-2014	3/26/14 RA
Finance Director	3-26-14	03-28-2014 [Signature]
City Attorney 396	3-28-14	3-31-14
Mayor	3-31-14	4-1-14

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

Original + 2 Copies

7081537215

pam 3/27/14

03/11/2014 15:47:04 enjls - Tom Maglio, 266-6518

Dis Rights: OK / N/A / Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: See above  
AA Plan: Approved  
Amendment / Addendum #         
Type: POS / Dwp / Shdv / Gov't /  
Grant / PW / X / Loan / Agrmt



**CITY OF MADISON · WISCONSIN**

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Details		Reports	
File #:	33083	Version: 1	Name: Awarding Public Works Contract No. 7215, Tennis/Basketball Court Resurfacing - 2014.
Type:	Resolution	Status:	Passed
File created:	2/10/2014	In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	3/4/2014	Final action:	3/4/2014
Enactment date:	3/5/2014	Enactment #:	RES-14-00177
Title:	Awarding Public Works Contract No. 7215, Tennis/Basketball Court Resurfacing - 2014.		
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>		
Attachments:	1. <u>Contract 7215.pdf</u>		
History (3)		Text	

**Fiscal Note**

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

**Title**

Awarding Public Works Contract No. 7215, Tennis/Basketball Court Resurfacing - 2014.

**Body**

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. 7215) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7215  
TENNIS/BASKETBALL COURT RESURFACING - 2014

FAHRNER ASPHALT SEALERS, LLC

\$59,946.30

Acct. No. CL60-54317-810402-00-6165018-60679C00	\$26,829.85
Contingency 8% <u>±</u>	<u>2,150.15</u>
Sub-Total	\$28,980.00

Acct. No. CL60-54317-810402-00-6165018-60400C00	\$33,116.45
Contingency 8% <u>±</u>	<u>2,658.55</u>
Sub-Total	\$35,775.00

GRAND TOTAL	<u>\$64,755.00</u>
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**Wisconsin Office of the Commissioner of Insurance  
Licensed Producer Search\***

Wednesday, March 5, 2014

 SWANSON, JILL NANETTE  
 SAINT PAUL MN

 Year of Birth: 1968  
 Status: Active  
 License Number: 2365509  
 NPN\*\*: 1563474  
 Effective Date: 05-19-1998  
 Expiration Date: 06-30-2014  
 License Type: Non-Resident Intermediary Indv  
 CE Compliance: N/A
**Lines of Authority**

Line of Authority	Residency	Effective Date	Status
Property	Non-Resident	10-25-2011	Active
Casualty	Non-Resident	05-19-1998	Active

**Appointments and Terminations**

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
American States Insurance Company	CAS/Active	03-10-2004		
Arch Insurance Company	CAS/Active	07-27-2010		
Argonaut Insurance Company	CAS/Active PROP/Active	12-26-2012 12-26-2012		
Charter Oak Fire Insurance Company, The	CAS/Active	01-13-2006		
Colonial American Casualty and Surety Company	CAS/Active PROP/Active	11-01-2011 11-01-2011		
Continental Casualty Company	CAS/Active	11-03-2003		
Fidelity and Deposit Company of Maryland	CAS/Active PROP/Active	11-01-2011 11-01-2011		
First National Insurance Company of America	CAS/Active	03-10-2004		
General Insurance Company of America	CAS/Active	03-10-2004		

Greenwich Insurance Company	CAS/Active	11-11-2013		
	PROP/Active	11-11-2013		
Hartford Casualty Insurance Company	CAS/Active	10-28-2011		
	PROP/Active	10-28-2011		
Hartford Fire Insurance Company	CAS/Active	10-06-2009		
Liberty Mutual Insurance Company	CAS/Active	05-16-2011		
National Fire Insurance Company of Hartford	CAS/Inactive	03-21-2003	09-28-2010	Suspended for Compliance
Ohio Farmers Insurance Company	CAS/Active	05-13-2013		
	CAS/Inactive	06-30-2012	04-08-2013	Canceled
	PROP/Active	05-13-2013		
	PROP/Inactive	06-30-2012	04-08-2013	Canceled
Phoenix Insurance Company, The	CAS/Active	01-13-2006		
SAFECO Insurance Company of America	CAS/Active	03-10-2004		
Travelers Casualty and Surety Company	CAS/Active	01-13-2006		
Travelers Casualty and Surety Company of America	CAS/Active	02-07-2002		
Travelers Casualty Insurance Company of America	CAS/Inactive	10-11-2007	11-25-2013	Canceled
Travelers Indemnity Company of America, The	CAS/Active	01-13-2006		
Travelers Indemnity Company of Connecticut, The	CAS/Active	01-13-2006		
Travelers Indemnity Company, The	CAS/Active	01-13-2006		
Travelers Property Casualty Company of America	CAS/Active	01-13-2006		
Universal Surety Company	SUR/Active	10-05-2012		
Western Surety	CAS/Active	02-10-2011		

Company	CAS/Inactive	11-05-2003	10-13-2010	Vol. Surrender per Agent Rqst
Westfield Insurance Company	CAS/Active	05-13-2013		
	CAS/Inactive	06-30-2012	04-08-2013	Canceled
	PROP/Active	05-13-2013		
	PROP/Inactive	06-30-2012	04-08-2013	Canceled
XL Reinsurance America Inc.	CAS/Active	11-11-2013		
	PROP/Active	11-11-2013		
XL Specialty Insurance Company	CAS/Active	11-11-2013		
	PROP/Active	11-11-2013		

\* Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

\*\* NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.



\$59,946.30  
FILE

BID OF FAHRNER ASPHALT SEALERS, LLC

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

TENNIS/BASKETBALL COURT RESURFACING - 2014

CONTRACT NO. 7215

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 4, 2014

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



**TENNIS/BASKETBALL COURT RESURFACING-2014  
CONTRACT NO. 7215**

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This Proposal, and Agreement have  
been prepared by:

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



Kevin Briski – Superintendant of Parks

## 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:	TENNIS/BASKETBALL COURT RESURFACING-2014
CONTRACT NO.:	7215
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	01/31/14
BID SUBMISSION (1:00 P.M.)	02/07/14
BID OPEN (1:30 P.M.)	02/07/14
PUBLISHED IN WSJ	01/17/14 & 01/24/14 & 01/31/14

PREQUALIFICATION APPLICATION: Forms are available at the same location or 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 - 2013 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.

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

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

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

#### PREVAILING WAGE RATES

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

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

**Building Demolition**

- 101 ☐ Asbestos Removal  
120 ☐ House Mover

- 110 ☐ Building Demolition

**Street, Utility and Site Construction**

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

SBE NOT APPLICABLE

## SECTION D: SPECIAL PROVISIONS

### TENNIS/BASKETBALL COURT RESURFACING-2014 CONTRACT NO. 7215

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 102.10: PREVAILING WAGE

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

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

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

- ☐ Building and Heavy Construction
- ☐ Sewer, Water, and Tunnel Construction
- ☐ Local Street and Miscellaneous Paving Operations
- ☐ Residential and Agricultural Construction

#### 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 \$53,000 for a single trade contract; or equal to or greater than \$257,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such

decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

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

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

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

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

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

#### **SECTION 109.2: PROSECUTION OF WORK**

Work can start on this contract as soon as the weather allows after the Start to Work letter has been received. The successful bidder must confer with the Parks Division before work can start and to determine order of work. **All work must be done by June 06, 2014.**

#### **SECTION 109.5: METHODS AND EQUIPMENT**

The work to be done on this project consists of furnishing all materials, labor and equipment necessary to fill cracks and resurface tennis and basketball courts at **Elver and Reindahl Parks**, in accordance with the enclosed drawings and specifications.

Access to the tennis courts shall be over an approved route to the work sites established by the Parks Division for work equipment only. Any damage to the lawn caused by work equipment will be repaired by the contractor. Any workers' cars shall be parked on adjacent roads or in nearby parking lots.

#### **SECTION 109.9 LIQUIDATED DAMAGES**

Should the Contractor fail to complete the work within the time agreed upon in the contract, or within such extra time as may have been allowed by extensions, there shall be deducted from any monies due or that may become due to the Contractor, or in the event no monies are due, the Contractor shall pay to the City, the sum set forth in the following schedule for each and every day that the work shall remain uncompleted. This sum be considered and treated not as a



penalty due as fixed, agreed and liquidated damages due the City from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from the contractor's failure to complete the work within the time specified in the contract.

The fixed, agreed, and liquidated damages shall be assessed, unless otherwise specified, in accordance with the following schedule, which represents the City's estimate of damages at the time of contracting:

ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
From More Than	To and Including	Calendar Day	Working Day
0	50,000	100.00	250.00
50,000	100,000	150.00	275.00
150,000	300,000	200.00	425.00
300,000	500,000	325.00	675.00
500,000	1,000,000	475.00	1,200.00
1000,000	--	550.00	1,300.00

#### **TENNIS/BASKETBALL COURT SURFACE SPECIFICATIONS - RESURFACED AND NEW**

##### **BID ITEMS # 90002, # 90005, # 90008 - COLOR COAT:**

##### **GENERAL**

It is required that all contractors submitting a bid for this project be actively engaged in the business of tennis court building and/or repairs. They should be a member of the United States Tennis Court & Track Builders Association and are to have color coated a minimum of twenty (20) tennis courts.

##### **SURFACE PREPARATION**

The surface must be power washed and cleaned prior to color coating. **Water is not available at the courts.**

The tennis court nets (if working on existing courts), are to be carefully removed and replaced by the contractor. Care is to be taken to keep the net tie downs free of materials and debris, so they can be reused after the resurfacing is done.

**DEPRESSIONS:** The surface to be coated must be sound, smooth, and free from dust, dirt, and oily materials. Prior to the application of surfacing materials, the entire surface is to be checked for minor depressions or irregularities. After the courts have been flooded and allowed to drain, any depressions that hold more than a nickel's thickness of water shall be corrected by filling with Court Patch Binder Mix. A tack coat of diluted Court Patch Binder is necessary only under patches and should be allowed to thoroughly dry prior to patching.

**FILLER COATINGS:** To fill surface voids and provide a uniform surface texture, one coat of mineral filled Acrylic Resurfacer shall be applied over entire surface. Acrylic Resurfacer shall contain only high grade, rounded silica sand, 40-70 mesh, at a rate of 12-16 lbs per gallon concentrate.

Acrylic Resurfacer shall be applied by rubber bladed squeegee. A second coat will be added to heavy wear areas if needed to provide a uniform surface texture. The first coat should be allowed to dry thoroughly prior to applying additional coatings.

**FINISH COATINGS:** A minimum of two finish coats of Plexipave or Laykold textured top coating shall be applied over entire surface by rubber bladed squeegee. Each application shall contain only high grade, rounded silica sand, 100 mesh, at a rate of 7 lbs. per gallon concentrated. Color to be green.

**BID ITEMS # 90001 # 90004, # 90009 - CRACK REPAIR:** (Includes saw cut expansion joints)

Minor cracks (3/8" or less in width) shall be filled by hand packing with flexible, asbestos-free Crack Filler, level to surface. Major cracks (over 3/8" wide) shall be filled with 1/4" to the surface with Court Patch Binder Mix and allowed to cure.

The remaining 1/4" or less shall then be filled with flexible Crack Filler, level to surface. The lineal foot number is an estimate. Payment is to be made based on exact measurement taken prior to crack filling at the per lineal foot price stated in the proposal page.

**Court Lines:**

Regulation tennis court and basketball court playing lines, specified by the U.S. Tennis Association, shall be accurately located, masked, and painted with Plexicolor Line Point, or an approved equal. All lines shall be two inches (2") wide, and the base lines may be no more than four inches (4") wide. If paint is spray applied, then two coats will be required. No overspray will be permitted. All lines to be white.

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

**Clean up:**

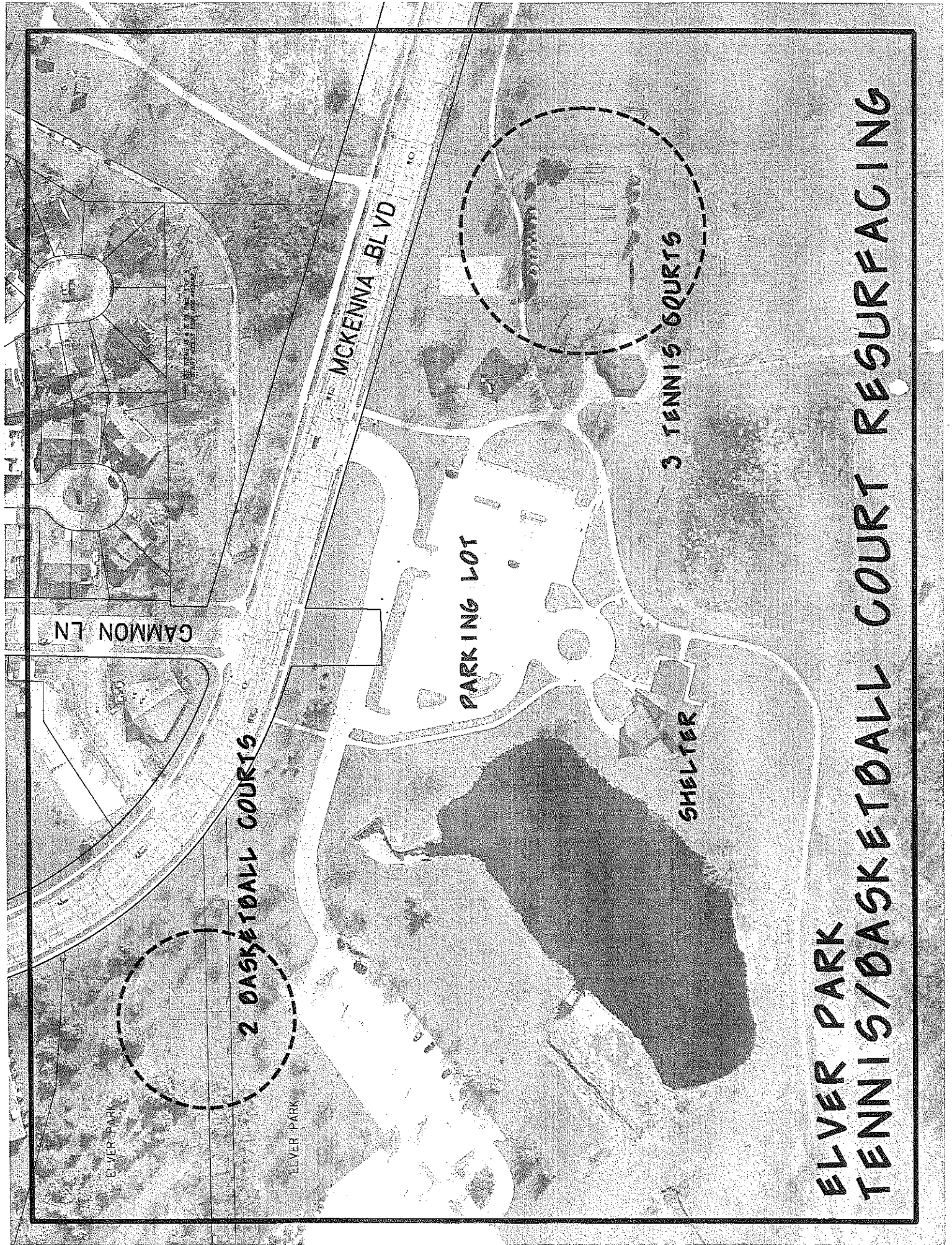
All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be cleaned up from around the work site. Any ruts caused by vehicles or work equipment will be repaired.

**PROJECT ADDRESSES:**

Elver Park Tennis and Basketball Courts  
1250 McKenna Blvd., Madison, WI 53719

Reindahl Park Tennis Courts  
1818 Portage Rd., Madison, WI 53704

END OF SPECIAL PROVISIONS



**ELVER PARK  
TENNIS/BASKETBALL COURT RESURFACING**



**REINDAHL PARK  
TENNIS COURT RESURFACING**

Legend:

- TENNIS COURT
- PARKING LOT
- ROAD
- WALKWAY
- BENCH
- LIGHT FIXTURE
- FENCE
- TREES
- SHRUBS
- GRASS
- WATER
- BUILDING

# play MADISON PARKS

Kevin Briski  
Madison Parks Superintendent

Madison Parks Division  
[www.cityofmadison.com/parks](http://www.cityofmadison.com/parks)

Administrative Office  
Planning and Development  
Community & Recreation Services  
210 ML King, Jr. Blvd. Rm. 104  
P.O. Box 2987  
Madison, WI 53701-2987  
Phone: 608.266.4711  
Fax: 608.267.1162

Parks Operations Offices  
Goodman Maintenance Facility  
1402 Wingra Creek Pkwy.  
West Parks, 608.266.9214  
Summit, 608.268.6164  
West Forestry, 608.266.4816  
Construction, 608.266.6289  
Conservation, 608.267.4918

Sycamore Maintenance Facility  
4602 Sycamore Ave.  
East Parks, 608.246.4508  
East Forestry, 608.266.4816

Olbrich Botanical Gardens  
3330 Atwood Ave., 608.246.4550

Warner Park Community  
Recreation Center  
1625 Northport Dr., 608.245.3690

Irwin A. & Robert D. Goodman Pool  
325 Olin Ave., 608.264.9292

Golf Madison Parks  
Supervisor, 608.838.3920  
Glenway Golf Course  
3747 Speedway Rd., 608.266.4737  
Monona Golf Course  
111 East Dean Ave., 608.266.4736  
Odana Hills Golf Course  
4635 Odana Rd., 608.266.4724  
Yahara Hills Golf Course  
6701 E. Broadway, 608.838.3126

State Street Mall/Concourse  
Maintenance  
211 S. Fairchild St., 608.266.6031

Forest Hill Cemetery  
1 Speedway Rd., 608.266.4720



A Proud Division of  
the City of Madison

## NOTICE OF ADDENDUM ADDENDUM NO. 1 TENNIS/BASKETBALL COURT RESURFACING-2014 CONTRACT NO. 7215

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

Delete the following paragraph on page D-1:

### 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 \$53,000 for a single trade contract; or equal to or greater than \$257,500 for a multi-trade contract pursuant to MGO 33.07(7).

Replace it with the following revised paragraph:

### 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 \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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

Mike Daily – Deputy City Engineer



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  
Michael R. Dailey, P.E.

Principal Engineers  
Christina M. Bachmann, P.E.  
John S. Fahrney, P.E.  
Gregory T. Fries, P.E.  
Christopher J. Petykowski, 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

Hydrogeologist  
Brynn Bemis

February 6, 2014

### NOTICE OF ADDENDUM

#### ADDENDUM NO. 2

#### TENNIS/BASKETBALL COURT RESURFACING – 2014 CONTRACT 7215

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

#### SECTION A: ADVERTISEMENT FOR BIDS

**BID SUBMISSION:** Bid date shall be extended to Monday, February 10, 2014 by 1:00 p.m. Bid opening will be 1:30 p.m., Monday, February 10, 2014.

Please note:

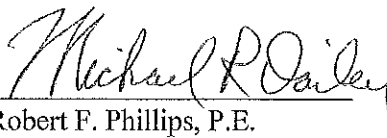
This addendum also corrects a technical requirement within Bid Express that required bidder action in Section C: Small Business Enterprise Compliance. The SBE Bid is not applicable to this contract.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the City of Madison 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.


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

## SECTION E: BIDDERS ACKNOWLEDGEMENT


### TENNIS/BASKETBALL COURT RESURFACING-2014 CONTRACT NO. 7215

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 - 2013 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Fahner 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  
Manager  
\_\_\_\_\_  
TITLE, IF ANY

Sworn and subscribed to before me this  
7 day of February, 2014.

  
\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 6/10/17

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

Contract 7215 -- Fahrner Asphalt Sealers, LLC

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

☒ Addendum 1 \*

☒ Addendum 2 \*

☐ Addendum 3

☐ Addendum 4

☐ Addendum 5

☐ Addendum 6



Contract 7215 – Fahrner Asphalt Sealers, LLC

**Section F: Disclosure of Ownership and BVC**

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

**Best Value Contracting**

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

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

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

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

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

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

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

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

Other Construction Business



Not Applicable

Name of Business

Street Address or PO Box

City, State and Zip Code

### Best Value Contracting

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

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

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

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

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

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

☐ Contractor has been in business less than one year.

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

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

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

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

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

Contract 7215 – Fahrner Asphalt Sealers, LLC

Item Code	Description	Quantity	Units	Unit Price	Extension
90001.0	Crack Repair (Elver Tennis)	550.0000	LF	\$2.52	\$1,386.00
90002.0	Color Coat (Elver Tennis)	2,170.0000	SY	\$5.82	\$12,629.40
90003.0	Tennis Court Lines (Elver Tennis)	3.0000	EA	\$275.00	\$825.00
90004.0	Crack Repair (Elver Basketball)	660.0000	LF	\$2.52	\$1,663.20
90005.0	Color Coat (Elver Basketball)	1,225.0000	SY	\$7.85	\$9,616.25
90006.0	Basketball Court Lines (Elver)	2.0000	EA	\$355.00	\$710.00
90007.0	Crack Repair (Reindahl Tennis)	1,880.0000	LF	\$2.20	\$4,136.00
90008.0	Color Coat (Reindahl Tennis)	5,495.0000	SY	\$4.91	\$26,980.45
90009.0	Tennis Court Lines (Reindahl Tennis)	8.0000	EA	\$250.00	\$2,000.00



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

**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. Fahmeyer, 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, LLC

(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, 2013 through January 31, 2015.

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

"NO CORPORATE

Fahrner Asphalt Sealers, LLC

SEAL ADOPTED"

COMPANY NAME

AFFIX SEAL

November 16, 2012

DATE

By:

Christina Kossel  
SIGNATURE AND TITLE  
Secretary

SURETY

Western Surety Company

COMPANY NAME

AFFIX SEAL

November 16, 2012

DATE

By:

Jill N. Swanson  
SIGNATURE AND TITLE  
Jill N. Swanson, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2365509 for the year 2013, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

November 16, 2012

DATE

Jill N. Swanson  
AGENT Jill N. Swanson

Willis of Minnesota, Inc.

1600 Utica Avenue South, Suite 600

ADDRESS

Minneapolis, MN 55416

CITY, STATE AND ZIP CODE

TELEPHONE NUMBER

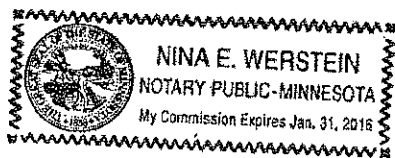
Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

# Surety Acknowledgement

State of Minnesota }  
County of Hennepin } ss.

On this 16<sup>th</sup> day of November, 2012, before me personally came Jill N. Swanson, to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Western Surety Company the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney in Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
\_\_\_\_\_  
Notary Public



# Western Surety Company

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

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

**Nina E. Werstein, Teresa Hammers, Barbara L. Raedeke, Laurie Pflug, Jill N. Swanson, Dennis G. Loots, Brian D. Carpenter, 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 6th day of November, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

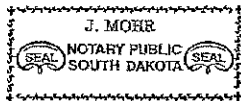
State of South Dakota }  
County of Minnehaha }

ss

On this 6th day of November, 2012, 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, 2015



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 16th day of November, 2012



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 5 day of March in the year Two Thousand and Fourteen between FAHRNER ASPHALT SEALERS, LLC hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MARCH 4, 2014, 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:

### TENNIS/BASKETBALL COURT RESURFACING - 2014 CONTRACT NO. 7215

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 FIFTY-NINE THOUSAND NINE HUNDRED FORTY-SIX DOLLARS AND THIRTY CENTS (\$59,946.30) being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Failure to Comply with the Prevailing Wage Rate.** If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract.

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

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

#### Article VIII

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

#### Article IX

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

# TENNIS/BASKETBALL COURT RESURFACING

CONTRACT NO. 7215

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, LLC

Shannon M. Collins 3/5/14  
 Witness Date  
Mr. Breisinger 3/5/14  
 Witness Date

Company Name  
[Signature] 3/5/14  
 Resident Date  
Christina Kers 3/5/14  
 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 15<sup>th</sup> day of April

[Signature] 20 14  
 Mayor Date

[Signature]  
 Witness

[Signature]  
 Witness

Maibeth Witzel-Behl 3-12-14  
 City Clerk Date



SECTION 1: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we FAHRNER ASPHALT SEALERS, LLC  
as principal, and Western Surety Company  
Company of Sioux Falls, SD as surety, are held and firmly bound unto the City of  
Madison, Wisconsin, in the sum of FIFTY-NINE THOUSAND NINE HUNDRED FORTY-SIX DOLLARS  
AND THIRTY CENTS (\$59,946.30), 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:

**TENNIS/BASKETBALL COURT RESURFACING  
CONTRACT NO. 7215**

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 5th day of March 2014

Countersigned:

Meg Breusinger  
Witness

Christina Kael  
Secretary

FAHRNER ASPHALT SEALERS, LLC

Company Name (Principal)

[Signature]  
President Seal

"NO CORPORATE  
SEAL ADOPTED"

Approved as to form:

[Signature]  
City Attorney

Western Surety Company

Surety Seal

☐ Salary Employee ☒ Commission

By [Signature]  
Attorney-in-Fact Jill N. Swanson

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under  
License No. 2365509 for the year 20 14, and appointed as attorney-in-fact with  
authority to execute this payment and performance bond which power of attorney has not been revoked.

March 5, 2014

Date

[Signature]  
Agent Signature Jill N. Swanson

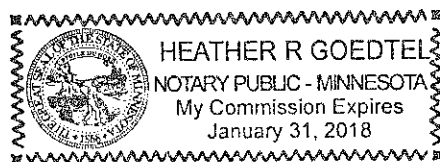
# Surety Acknowledgement

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State of Minnesota }  
County of Hennepin } ss.

On this 5<sup>th</sup> day of March, 2014, before me personally came Jill N. Swanson, to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Western Surety Company the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney in Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
Notary Public



# Western Surety Company

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

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

**Nina E. Werstein, Laurie Pflug, Jill N. Swanson, Dennis G. Loots, Brian D. Carpenter, Nicole Langer, Craig Olmstead, Jessica Hoff, Heather R. Goedel, Michelle Sylvester, 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 18th day of September, 2013.



WESTERN SURETY COMPANY

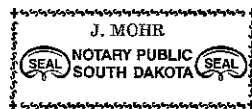
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 18th day of September, 2013, 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, 2015



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 5th day of March, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

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

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

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

## SECTION J: PREVAILING WAGE RATES

Not applicable