

Hand Carry

Contract Routing Form

ROUTING: Hand Carry

printed on: 04/24/2015

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

Project: Repairing and Sealing Pavement Cracks, Major Streets-2015

Contract No.: 7427
Enactment No.: RES-15-00365
Dollar Amount: 493,898.00

File No.: 37837
Enactment Date: 04/23/2015

Contracts entered & posted in Muris.
KSV

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4.24.15	4.24.15
Director of Civil Rights	4-24-15	4/28/15 MOB
Risk Manager	4-29-15	4/29/15 RLV
Finance Director	4-29-15 KSV	4-30-15
City Attorney	496 4-30-15	4-30-2015
Mayor	4-30-15	5-1-15

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

Original + 2 Copies

04/24/2015 13:48:49 enjap - Steve Sonntag - 267-1997

Hand Carry

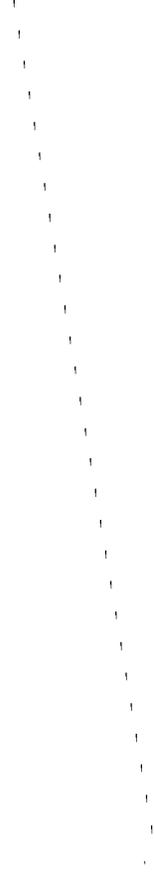
Dis Rights: OK Problem - Hold
Prev Wage: AA / Agency
Contract Value: See above
AA Plan: Approved
Amendment / Addendum # _____
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PV / 30a / Loan / Agrmt

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Handwritten marks or characters in the middle left area.

Handwritten marks or characters in the bottom left area.

Handwritten marks or characters in the bottom right area.





City of Madison

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

Master

File Number: 37837

File ID: 37837	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: BOARD OF PUBLIC WORKS
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 03/26/2015
File Name: Awarding Public Works Contract No. 7427, Repairing & Sealing Pavement Cracks, Major Streets - 2015.		Final Action: 04/21/2015
Title: Awarding Public Works Contract No. 7427, Repairing & Sealing Pavement Cracks, Major Streets - 2015.		

Notes:

CC Agenda Date: 04/21/2015

Agenda Number: 61.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 04/23/2015

Attachments: Contract 7427.pdf

Enactment Number: RES-15-00365

Author: Rob Phillips, City Engineer

Hearing Date:

Entered by: mhacker@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	04/10/2015	Craig Franklin	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	03/26/2015	Refer	BOARD OF PUBLIC WORKS	04/08/2015	04/08/2015	
Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 4/8/2015							
Notes:							

SPK

1 BOARD OF PUBLIC WORKS 04/08/2015 RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER

Action Text: Steve Sonntag, City Engineering, presented the contract.

A motion was made by Skidmore, seconded by Fix, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.

1 COMMON COUNCIL 04/21/2015 Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25

Action Text: A motion was made by DeMarb, seconded by Cheeks, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 37837

Fiscal Note

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

Title

Awarding Public Works Contract No. 7427, Repairing & Sealing Pavement Cracks, Major Streets - 2015.

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. 7427) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7427
REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS – 2015

FAHRNER ASPHALT SEALERS, LLC

\$493,898.00

Acct. No. 10476-402-200: 54410 (91384) \$490,833.00
Contingency 8%± 39,267.00
Sub Total \$530,100.00

Acct. No. 82240554-54210 (91375) \$1,150.00
Contingency 8%± 90.00
Sub Total \$1,240.00

Acct. No. 82240556-54210 (91375) \$925.00
Contingency 8%± 75.00
Sub Total \$1,000.00

Acct. No. 82240557-54210 (91375) \$990.00
Contingency 8%± 80.00
Sub Total \$1,070.00

GRAND TOTAL \$533,410.00



**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search**

Monday, April 20, 2015

Pg 3

SWANSON, JILL NANETTE
SAINT PAUL MN

License Status: Active
License No: 2365509
NPN No: 1563474
Effective Date: 05-19-1998
Expiration Date: 06-30-2016
License Type: Non-Resident Intermediary Indv

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	CAS/Active	11-11-2013		

Company	PROP/Active	11-11-2013		
Hartford Casualty Insurance Company	CAS/Active	03-01-2015		
	CAS/Inactive	10-28-2011	12-23-2014	Canceled
	PROP/Active	03-01-2015		
	PROP/Inactive	10-28-2011	12-23-2014	Canceled
Hartford Fire Insurance Company	CAS/Active	10-06-2009		
	PROP/Active	03-01-2015		
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 Company	CAS/Active	02-10-2011		
	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		

DISCLAIMER: The Office of the Commissioner of Insurance does not endorse any specific agent or insurance agency. You are encouraged to contact the Agent Licensing Section at if you have any concerns with any of the agents or agencies listed.

\$493,898.00
ORIGINAL

BID OF FAHRNER ASPHALT SEALERS, LLC

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

REPAIRING AND SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015

CONTRACT NO. 7427

PROJECT NO. 53W1885

MUNIS NO. 10476

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 21, 2015

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**REPAIRING AND SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015
CONTRACT NO. 7427**

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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: ss

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, MAJOR STREETS - 2015
CONTRACT NO.:	7427
SBE GOAL	3%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	FEBRAURY 27, 2015
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	FEBRUARY 27, 2015
BID SUBMISSION (1:00 P.M.)	MARCH 6, 2015
BID OPEN (1:30 P.M.)	MARCH 6, 2015
PUBLISHED IN WSJ	2/20/15 & 2/27/15

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. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-

qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

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.

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. 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.

2.4.2 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

shall be deemed non-responsible and the bidder ineligible for award of this contract.

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, MAJOR STREETS - 2015 CONTRACT NO. 7427

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

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

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$55,500 for a single trade contract; or equal to or greater than \$271,500 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.

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. **Electronic arrow boards are required for the closure of ALL traffic lanes.**

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 "Guideline for Temporary No Parking Restrictions for Construction or Special Events" 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.

No work shall occur on ALL streets during the peak hours. Peak hours shall be defined as Monday through Friday between the hours of 7 A.M. and 9 A.M. and 3 P.M. to 6 P.M.

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, 2015.**

The following list of streets will be chip sealed under a separate contract this year and **must be** completed by June 13, 2015:

**CROSS COUNTRY RD
MANCHESTER RD
MAPLE GROVE RD
MUIR FIELD RD**

**NESBITT RD
RAYMOND RD
S HIGH POINT RD**

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, clean and seal in accordance with these specifications.

ALL previously sealed cracks that are sound shall be heated with a hot air lance and resealed.

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.

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.

BID ITEM 90001-3—CRACK SEAL AND INFRARED SEAMLESS PATCH PARKING LOT

DESCRIPTION

Work under this item shall include the cleaning, infrared seamless patching and crack sealing each parking lot. The work shall consist of crack sealing all cracks and infrared seamless patch all alligator cracks, potholes or the like that cannot be repaired by crack sealing.

MATERIALS

Crack sealing and infrared seamless patching shall be installed in accordance with Article 405 and 406 of The City of Madison's standard specifications -2015 edition.

MEASUREMENT AND PAYMENT

The Contractor shall bid each parking lot in the contract individually, based on price to properly crack seal, patch and clean each parking lot. This item shall be bid as a "lump sum" price.

Patch, crack seal each parking lot will be paid for at the Contractors bid price per parking lot. 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, patching, cleaning, sweeping; for the filling of any wide cracks with a closed cell fill material, 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.



***GUIDELINE FOR TEMPORARY NO PARKING
RESTRICTIONS
FOR CONSTRUCTION OR SPECIAL EVENTS***

1. Signs need to be placed a minimum of every 50 feet. The height should be approximately 3-4 feet off the ground and perpendicular to the curb facing traffic. This would be about eye level for the vehicle driver considering using the parking space. The signs should be placed 3 feet back from the curb on most terraces. If the terrace is 4 feet wide or less, please put the signs at the center of the terrace. In all cases, make sure the signs are not obstructed by trees, bushes, poles etc.
2. Make sure the signs are securely fastened to what ever device you are using to support the sign and that the device is also secure in or on the ground. If you are using sawhorses with signs attached please consider that they may get tipped over making your posting invalid. If you are using wood lath, attach the sign after the lath is driven into the ground. No time extensions can be added to the signs. You must get authorization from Traffic Engineering to repost. Any authorized changes need to be rechecked. No enforcement action will be taken until 48 hours after your posting has been checked and approved.
3. The Madison Police Department must approve your posting prior to any enforcement action being taken. After you have posted the signs, call the Traffic Bureau (Mon-Fri) at 266-4622 before 1:00pm to have the posting checked. If you do not call before 1:00pm the posting will not be checked until the following workday. Postings are not checked on weekends or holidays. No enforcement action will be taken until 48 hours after your posting has been checked and approved. DO NOT LEAVE YOUR MESSAGE ON THE RECORDER.
4. When the block you are posting contains 2-hr parking restrictions the 2-hour signs should be covered to reflect your no parking restrictions. The 2-hour restriction must be completely covered. You may want to attach two no parking signs together vertically to cover the entire 2-hour sign. Do not cover any no parking or tow-away zone restrictions with temporary signs. Do **NOT** use tape to attach the cardboard signs to the metal 2-hr signs. Binder clips (4) will secure the sign and keep it from rolling. A trash bag may be used to cover the 2-hour sign before you attach your no parking signs to it. You may add your parking restriction signs to the same pole as another City of Madison parking restriction without covering the original sign.
5. While your temporary postings are in effect, you must continually recheck the signs to assure that they are maintained in their original condition. This is important because vehicles will be ticketed and/or towed based on condition of your posting. You may have to go to court with the parking enforcement officer to testify that the posting was maintained and valid during the entire posting period.
6. After your project is completed, you are required to remove your temporary posting returning the streets to their original condition.

CONTACT DISPATCH @ 266-4275 FOR ENFORCEMENT OF YOUR POSTING

EDUCATE FIRST-REGULATE WHEN NECESSARY



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

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

Assistant City Engineer

Michael R. Dailey, P.E.

Principal Engineer 2

Gregory T. Fries, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.

Eric L. Dundee, P.E.

John S. Fahrney, 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

March 4, 2015

**NOTICE OF ADDENDUM
ADDENDUM 1
REPAIRING AND SEALING PAVEMENT CRACKS, MAJOR STREETS-
2015
CONTRACT NO. 7427**

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

Bid Receive and Open date are extended to March 27, 2015 due to snow covered road conditions.

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 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.

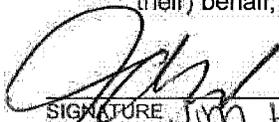
Robert F. Phillips, P.E., City Engineer

SECTION E: BIDDERS ACKNOWLEDGEMENT

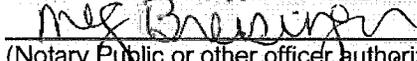
**REPAIRING AND SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015
CONTRACT NO. 7427**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2015 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of 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 Jim Rozumalski
VP Wauwatosa Region
TITLE, IF ANY

Sworn and subscribed to before me this 6 day of March, 2015.


(Notary Public or other officer authorized to administer oaths)
My Commission Expires 12/22/17

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

Contract 7427 – 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

Section F: Disclosure of Ownership and BVC

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

Method of Submittal for Disclosure of Ownership and BVC (click in box below to choose) *

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

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.

Asphalt 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.

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, MAJOR STREETS - 2015
CONTRACT NO. 7427

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: 3116 Raemisch Rd, Wauwaukee, WI 53597
Telephone Number: 608-849-6466 Fax Number: 608-849-6470
Contact Person/Title: Jim Rozumialski / VP Wauwaukee region

Prime Bidder Certification

I, Jim Rozumialski VP Wauwaukee region 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.

Meg Brewinger
Witness' Signature
March 6, 2015
Date

[Signature]
Bidder's Signature

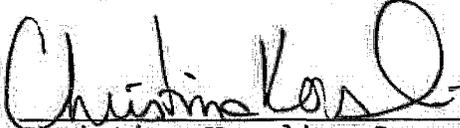
CERTIFIED RESOLUTION

The undersigned, being the duly elected and acting Secretary of Fahrner Asphalt Sealers, L.L.C. (the "Company"), hereby certifies that the following resolution was unanimously adopted and passed at a meeting of the directors of the Company pursuant to the provisions of Section 183.0404 of the Wisconsin Statutes and that the resolution is now in full force and effect:

RESOLVED, that any one of the following named persons be and they are hereby authorized for and on behalf of the Company to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by the Company or for the purchase of materials or property on behalf of the Company:

<u>Name</u>	<u>Title</u>
Kent Kutnink	President and Treasurer
Jeffrey Schuh	Vice President
Thomas D. Johndro	Vice President
Christina Korslin	Secretary
Greg Kolodziej	Assistant Secretary
James Rozumialski	

Dated this 22nd day of May, 2014.



Christina Korslin, Secretary

REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015

CONTRACT NO. 7427

DATE: 3/27/15

**Fahrner Asphalt
Sealers, LLC**

Item	Quantity	Price	Extension
Section B: Proposal Page			
1.0 - DANDANEAU TRL -KOTTKE DR -NEW WASHBURN WAY - LUMP SUM	1.00	\$456.00	\$456.00
2.0 - KOTTKE DR -WATTS RD -DANDANEAU TRL - LUMP SUM	1.00	\$1,260.00	\$1,260.00
3.0 - MCKENNA BLVD -BRITTANY PL -RAYMOND RD - LUMP SUM	1.00	\$2,580.00	\$2,580.00
4.0 - MID TOWN RD -S GAMMON RD -330 W OF S HIGH POINT RD - LUMP SUM	1.00	\$4,386.00	\$4,386.00
5.0 - MID TOWN RD -HAWKS LANDING CIR/HAWKS RIDGE DR - 1182 FT W OF HIDDEN HILL DR - LUMP SUM	1.00	\$4,320.00	\$4,320.00
6.0 - *NEW WASHBURN WAY -S GAMMON RD -APOSTLE ISLAND - LUMP SUM	1.00	\$2,520.00	\$2,520.00
7.0 - S GAMMON RD -W BELTLINE HWY RAMPS (EB) - SCHROEDER RD - LUMP SUM	1.00	\$2,064.00	\$2,064.00
8.0 - S GAMMON RD -MID TOWN RD -RAYMOND RD - LUMP SUM	1.00	\$540.00	\$540.00
9.0 - S HIGH POINT RD -TWINFLOWER DR -MID TOWN RD - LUMP SUM	1.00	\$5,014.00	\$5,014.00
10.0 - STARR GRASS DR -S HIGH POINT RD -MANSION HILL AVE - LUMP SUM	1.00	\$2,520.00	\$2,520.00
11.0 - VALLEY VIEW RD -S PLEASANT VIEW RD -800 FT W OF SUGAR MAPLE LN - LUMP SUM	1.00	\$6,480.00	\$6,480.00
12.0 - WALDORF BLVD -625 FT N OF STARR GRASS DR -MAYO DR - LUMP SUM	1.00	\$6,600.00	\$6,600.00
13.0 - *WATTS RD -RAYOVAC DR -S JUNCTION RD - LUMP SUM	1.00	\$3,300.00	\$3,300.00
14.0 - WELTON DR -NEW WASHBURN WAY -S HIGH POINT RD - LUMP SUM	1.00	\$600.00	\$600.00
15.0 - APOLLO WAY -LISA ANN DR -GALILEO DR - LUMP SUM	1.00	\$3,336.00	\$3,336.00
16.0 - ATLAS AVE -ROBERTSON RD -COTTAGE GROVE RD - LUMP SUM	1.00	\$1,260.00	\$1,260.00
17.0 - ATLAS CT -ATLAS AVE -N END - LUMP SUM	1.00	\$240.00	\$240.00
18.0 - DOMINION DR -GALILEO DR -WYALUSING DR - LUMP SUM	1.00	\$6,840.00	\$6,840.00
19.0 - MCLEAN DR -NORTH STAR DR -TRAVELER LN - LUMP SUM	1.00	\$1,200.00	\$1,200.00
20.0 - MEADOWLARK DR -MILWAUKEE ST -COTTAGE GROVE RD - LUMP SUM	1.00	\$7,440.00	\$7,440.00
21.0 - MERRYTURN RD -CAVENDISH CT -VICAR LN - LUMP SUM	1.00	\$330.00	\$330.00
22.0 - METRO TER -MILWAUKEE ST -TOWN CENTER DR - LUMP SUM	1.00	\$540.00	\$540.00
23.0 - MILWAUKEE ST -1188 FT E OF NORTH STAR DR -WIND STONE DR - LUMP SUM	1.00	\$10,560.00	\$10,560.00

REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015

CONTRACT NO. 7427

DATE: 3/27/15

**Fahrner Asphalt
Sealers, LLC**

Item	Quantity	Price	Extension
24.0 - N SPRECHER RD -MILWAUKEE ST -COMMERCIAL AVE - LUMP SUM	1.00	\$8,544.00	\$8,544.00
25.0 - *NORTH STAR DR -MCLEAN DR -APOLLO WAY - LUMP SUM	1.00	\$1,140.00	\$1,140.00
26.0 - REINER RD -COMMERCIAL AVE -4700 FT N OF COMMERCIAL AVE - LUMP SUM	1.00	\$4,880.00	\$4,880.00
27.0 - ROBERTSON RD -S STOUGHTON RD SERVICE RD - ATLAS AVE - LUMP SUM	1.00	\$360.00	\$360.00
28.0 - *S SPRECHER RD -MILWAUKEE ST -COTTAGE GROVE RD - LUMP SUM	1.00	\$4,920.00	\$4,920.00
29.0 - SEVERN WAY -CAVENDISH CT -S THOMPSON DR - LUMP SUM	1.00	\$275.00	\$275.00
30.0 - TOWN CENTER DR -657 FT W OF METRO TER -N SPRECHER RD - LUMP SUM	1.00	\$1,608.00	\$1,608.00
31.0 - *CAMPUS DR (EB) -FARLEY AVE -CAMPUS DR - LUMP SUM	1.00	\$7,320.00	\$7,320.00
32.0 - *CAMPUS DR (WB) -RAMP TO HIGHLAND AVE - HIGHLAND AVE - LUMP SUM	1.00	\$400.00	\$400.00
33.0 - *CAMPUS DR (WB) -RAMP FROM HIGHLAND AVE - CAMPUS DR (WB) - LUMP SUM	1.00	\$500.00	\$500.00
34.0 - *CAMPUS DR (WB) -FARLEY AVE -BABCOCK DR - LUMP SUM	1.00	\$6,960.00	\$6,960.00
35.0 - LITTLE ST -MONROE ST -REGENT ST - LUMP SUM	1.00	\$500.00	\$500.00
36.0 - MONROE ST -N RANDALL AVE -REGENT ST - LUMP SUM	1.00	\$5,400.00	\$5,400.00
37.0 - *N ALLEN ST -REGENT ST -UNIVERSITY AVE - LUMP SUM	1.00	\$550.00	\$550.00
38.0 - *N RANDALL AVE -MONROE ST -CAMPUS DR - LUMP SUM	1.00	\$2,760.00	\$2,760.00
39.0 - *REGENT ST -150 FT W OF W WASHINGTON AVE -N FRANKLIN AVE - LUMP SUM	1.00	\$33,320.00	\$33,320.00
40.0 - *S ALLEN ST -REGENT ST -EDGEWOOD AVE - LUMP SUM	1.00	\$1,104.00	\$1,104.00
41.0 - *UNIVERSITY AVE -BABCOCK DR -CAMPUS DR (WB) - LUMP SUM	1.00	\$750.00	\$750.00
42.0 - *UNIVERSITY AVE -106 FT E OF N BREESE TER -GRAND AVE - LUMP SUM	1.00	\$8,160.00	\$8,160.00
43.0 - *CROSS COUNTRY RD -MAPLE GROVE RD -1256 FT W OF EAST PASS - LUMP SUM	1.00	\$5,904.00	\$5,904.00
44.0 - MANCHESTER RD -MCKEE RD -MAPLE GROVE DR - LUMP SUM	1.00	\$14,640.00	\$14,640.00
45.0 - *MAPLE GROVE DR -MCKEE RD -625 FT SW OF CROSS COUNTRY RD - LUMP SUM	1.00	\$9,276.00	\$9,276.00
46.0 - MCKENNA BLVD -LANCASTER LN -CARNWOOD RD - LUMP SUM	1.00	\$816.00	\$816.00

REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015

CONTRACT NO. 7427

DATE: 3/27/15

**Fahrner Asphalt
Sealers, LLC**

Item	Quantity	Price	Extension
47.0 - *MUIR FIELD RD -RAYMOND RD -MCKEE RD - LUMP SUM	1.00	\$11,160.00	\$11,160.00
48.0 - NESBITT RD -1173 FT NE OF DOLPHIN DR -MAPLE GROVE DR - LUMP SUM	1.00	\$780.00	\$780.00
49.0 - RAYMOND RD -S GAMMON RD -OAK VIEW DR - LUMP SUM	1.00	\$7,500.00	\$7,500.00
50.0 - S HIGH POINT RD -RAYMOND RD -620 FT N OF MCKEE RD - LUMP SUM	1.00	\$7,200.00	\$7,200.00
51.0 - BLACKHAWK RD -N PLEASANT VIEW RD -400' W of ROSE CT - LUMP SUM	1.00	\$4,176.00	\$4,176.00
52.0 - COMMERCE DR -MINERAL POINT RD -PLAZA DR - LUMP SUM	1.00	\$3,420.00	\$3,420.00
53.0 - DEMING WAY -EXCELSIOR DR -BLACKHAWK RD - LUMP SUM	1.00	\$2,496.00	\$2,496.00
54.0 - EXCELSIOR DR -OLD SAUK RD -DEMING WAY - LUMP SUM	1.00	\$8,640.00	\$8,640.00
55.0 - *FOURIER DR -EXCELSIOR DR -DEMING WAY - LUMP SUM	1.00	\$3,576.00	\$3,576.00
56.0 - HEARTLAND TRL -OLD SAUK RD -DEMING WAY - LUMP SUM	1.00	\$1,560.00	\$1,560.00
57.0 - *JUNCTION RD -ISAAC DRIVE -OLD SAUK RD - LUMP SUM	1.00	\$11,280.00	\$11,280.00
58.0 - N HIGH POINT RD -GRAY FOX TRL -OLD SAUK RD - LUMP SUM	1.00	\$3,600.00	\$3,600.00
59.0 - *N PLEASANT VIEW RD -MINERAL POINT RD - ELDERBERRY RD - LUMP SUM	1.00	\$3,720.00	\$3,720.00
60.0 - *OLD SAUK RD -N GAMMON RD -W BELTLINE HWY - LUMP SUM	1.00	\$6,864.00	\$6,864.00
61.0 - *OLD SAUK RD -PRAIRIE SMOKE RD -400' W of CRICKET LN - LUMP SUM	1.00	\$3,780.00	\$3,780.00
62.0 - S HIGH POINT RD -GRAY FOX TRL -TREE LN - LUMP SUM	1.00	\$528.00	\$528.00
63.0 - S PLEASANT VIEW RD -MINERAL POINT RD -VALLEY VIEW RD - LUMP SUM	1.00	\$3,360.00	\$3,360.00
64.0 - SILICON PRAIRIE PKWY -PINE LAWN PKWY -SOUTH POINT RD - LUMP SUM	1.00	\$2,280.00	\$2,280.00
65.0 - SOUTH POINT RD -MINERAL POINT RD -HARVEST MOON LN - LUMP SUM	1.00	\$2,724.00	\$2,724.00
66.0 - GLEN DR -GLENWAY ST -TOKAY BLVD - LUMP SUM	1.00	\$1,368.00	\$1,368.00
67.0 - N WHITNEY WAY -REGENT ST -UNIVERSITY AVE - LUMP SUM	1.00	\$5,760.00	\$5,760.00
68.0 - *ODANA RD -ONEIDA PL -S MIDVALE BLVD - LUMP SUM	1.00	\$3,216.00	\$3,216.00
69.0 - S MIDVALE BLVD -MINERAL POINT RD -YUMA DR - LUMP SUM	1.00	\$15,120.00	\$15,120.00

REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015

CONTRACT NO. 7427

DATE: 3/27/15

**Fahrner Asphalt
Sealers, LLC**

Item	Quantity	Price	Extension
70.0 - S SEGOE RD -REGENT ST -MINERAL POINT RD - LUMP SUM	1.00	\$8,779.00	\$8,779.00
71.0 - S WHITNEY WAY -REGENT ST -MINERAL POINT RD - LUMP SUM	1.00	\$6,120.00	\$6,120.00
72.0 - SOUTH HILL DR -RACINE RD -S WHITNEY WAY - LUMP SUM	1.00	\$360.00	\$360.00
73.0 - TOKAY BLVD -GLEN DR -TOEPFER AVE - LUMP SUM	1.00	\$150.00	\$150.00
74.0 - *TOKAY BLVD -CAROMAR DR -S MIDVALE BLVD - LUMP SUM	1.00	\$520.00	\$520.00
75.0 - *DRAKE ST -S PARK ST -S RANDALL AVE - LUMP SUM	1.00	\$4,488.00	\$4,488.00
76.0 - EDGEWOOD AVE -S ALLEN ST -EDGEWOOD DR - LUMP SUM	1.00	\$492.00	\$492.00
77.0 - FISH HATCHERY RD -S BROOKS ST -MIDLAND ST - LUMP SUM	1.00	\$1,980.00	\$1,980.00
78.0 - GILSON ST -W OLIN AVE -BELD ST - LUMP SUM	1.00	\$1,524.00	\$1,524.00
79.0 - *N WINGRA DR -HAYWOOD DR -FISH HATCHERY RD - LUMP SUM	1.00	\$2,832.00	\$2,832.00
80.0 - S MILLS ST -REGENT ST -ERIN ST - LUMP SUM	1.00	\$3,576.00	\$3,576.00
81.0 - *S RANDALL AVE -VILAS AVE -S END - LUMP SUM	1.00	\$1,116.00	\$1,116.00
82.0 - S SPOONER ST -MONROE ST -WEST LAWN AVE - LUMP SUM	1.00	\$250.00	\$250.00
83.0 - *DEMPSEY RD -DENNETT DR -ANCHOR DR - LUMP SUM	1.00	\$270.00	\$270.00
84.0 - LEXINGTON AVE -E WASHINGTON AVE -COMMERCIAL AVE SERVICE RD - LUMP SUM	1.00	\$1,560.00	\$1,560.00
85.0 - FEMRITE DR -MEIER RD -CTH AB - LUMP SUM	1.00	\$4,644.00	\$4,644.00
86.0 - AMERICAN FAMILY DR -200' N of TANCHO DR - EASTPARK BLVD - LUMP SUM	1.00	\$2,880.00	\$2,880.00
87.0 - AMERICAN PKWY -767 FT N OF AMER FAMILY DR - HOEPKER RD - LUMP SUM	1.00	\$11,520.00	\$11,520.00
88.0 - BARTILLON DR -KINSMAN BLVD -PORTAGE RD - LUMP SUM	1.00	\$1,536.00	\$1,536.00
89.0 - BARTILLON DR -ORIN RD -400 FT N OF ORIN RD - LUMP SUM	1.00	\$690.00	\$690.00
90.0 - *EAGAN RD -LIEN RD -E WASHINGTON AVE - LUMP SUM	1.00	\$5,340.00	\$5,340.00
91.0 - EAST SPRINGS DR -HIGH CROSSING BLVD -E WASHINGTON AVE - LUMP SUM	1.00	\$3,000.00	\$3,000.00
92.0 - EAST TERRACE DR -EASTPARK BLVD -WEST TERRACE DR - LUMP SUM	1.00	\$6,240.00	\$6,240.00
93.0 - *EAST TOWNE BLVD -THIERER RD -EAST SPRINGS DR - LUMP SUM	1.00	\$12,360.00	\$12,360.00
94.0 - EASTPARK BLVD -EASTPARK CT -AMERICAN FAMILY DR - LUMP SUM	1.00	\$5,364.00	\$5,364.00

REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015

CONTRACT NO. 7427

DATE: 3/27/15

**Fahrner Asphalt
Sealers, LLC**

Item	Quantity	Price	Extension
95.0 - EASTPARK CT -EASTPARK BLVD -S END - LUMP SUM	1.00	\$420.00	\$420.00
96.0 - HANSON RD -MANUFACTURERS DR -1488 FT E TO CPL - LUMP SUM	1.00	\$1,050.00	\$1,050.00
97.0 - HOEPKER RD -ROBIN HOOD WAY -545 FT E OF MARKET SQUARE - LUMP SUM	1.00	\$3,744.00	\$3,744.00
98.0 - LIEN RD -E WASHINGTON AVE -400 FT EAST OF THIERER RD - LUMP SUM	1.00	\$5,400.00	\$5,400.00
99.0 - LIEN RD -740 FT E OF EAGAN RD -FELLAND RD - LUMP SUM	1.00	\$12,252.00	\$12,252.00
100.0 - MANUFACTURERS DR -HANSON RD -HOEPKER RD - LUMP SUM	1.00	\$2,040.00	\$2,040.00
101.0 - MERCHANT ST -1214 FT W OF GRAASKAMP WAY - MANUFACTURERS DR - LUMP SUM	1.00	\$1,284.00	\$1,284.00
102.0 - MONUMENT LN -HANSON RD -1081 FT S OF HANSON RD - LUMP SUM	1.00	\$1,200.00	\$1,200.00
103.0 - N BILTMORE LN -BUTTONWOOD DR -EASTPARK BLVD - LUMP SUM	1.00	\$2,160.00	\$2,160.00
104.0 - N STOUGHTON RD SERVICE RD -N STOUGHTON RD (NB) -ORIN RD - LUMP SUM	1.00	\$420.00	\$420.00
105.0 - N THOMPSON DR -290 FT N OF WAYRIDGE DR -ZEIER RD - LUMP SUM	1.00	\$310.00	\$310.00
106.0 - PORTAGE RD -HAYES RD -400 FT N OF DILORETTO AVE - LUMP SUM	1.00	\$840.00	\$840.00
107.0 - S BILTMORE LN -EASTPARK BLVD -BUTTONWOOD DR - LUMP SUM	1.00	\$5,796.00	\$5,796.00
108.0 - SYCAMORE AVE -MENDOTA ST -RR XING - LUMP SUM	1.00	\$520.00	\$520.00
109.0 - TRANSPORT CT -MANUFACTURERS DR -CUL DE SAC - LUMP SUM	1.00	\$900.00	\$900.00
110.0 - THIERER RD -LIEN RD -478 FT N OF LIEN RD - LUMP SUM	1.00	\$1,560.00	\$1,560.00
111.0 - WEST TERRACE DR -EASTPARK BLVD -EAST TERRACE DR - LUMP SUM	1.00	\$3,020.00	\$3,020.00
112.0 - ZEIER RD -N THOMPSON DR -553 FT S OF EAST SPRINGS DR - LUMP SUM	1.00	\$1,740.00	\$1,740.00
113.0 - ENTERPRISE LN -NORMANDY LN -S YELLOWSTONE DR - LUMP SUM	1.00	\$816.00	\$816.00
114.0 - FORWARD DR -N END -SCHROEDER RD - LUMP SUM	1.00	\$3,072.00	\$3,072.00
115.0 - *GRAND CANYON DR -NORMANDY LN -W PLATTE DR - LUMP SUM	1.00	\$1,464.00	\$1,464.00
116.0 - GRAND TETON PLAZA -S YELLOWSTONE DR -GRAND CANYON DR - LUMP SUM	1.00	\$1,512.00	\$1,512.00
117.0 - KESSEL CT -SCHROEDER RD -N END - LUMP SUM	1.00	\$360.00	\$360.00

REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015

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DATE: 3/27/15

**Fahrner Asphalt
Sealers, LLC**

Item	Quantity	Price	Extension
118.0 - MINERAL POINT RD -BERWYN DR -185' W of GRAND CANYON DR - LUMP SUM	1.00	\$14,352.00	\$14,352.00
119.0 - NORMANDY LN -GRAND CANYON DR -ENTERPRISE LN - LUMP SUM	1.00	\$1,383.00	\$1,383.00
120.0 - ODANA CT -ODANA RD -N END - LUMP SUM	1.00	\$420.00	\$420.00
121.0 - ODANA RD -RESEARCH PARK BLVD -S GAMMON RD - LUMP SUM	1.00	\$8,304.00	\$8,304.00
122.0 - OLD MIDDLETON RD -CAPITAL AVE -COUNTRYSIDE LN - LUMP SUM	1.00	\$3,960.00	\$3,960.00
123.0 - POTOMAC LN -NORMANDY LN -ODANA RD - LUMP SUM	1.00	\$310.00	\$310.00
124.0 - RAYOVAC DR -WATTS RD -SCHROEDER RD - LUMP SUM	1.00	\$1,992.00	\$1,992.00
125.0 - RESEARCH PARK BLVD -ODANA RD -1140 FT SW OF S ROSA RD - LUMP SUM	1.00	\$1,860.00	\$1,860.00
126.0 - *S YELLOWSTONE DR -INNER DR -ODANA RD - LUMP SUM	1.00	\$3,588.00	\$3,588.00
127.0 - STRUCK ST -SEYBOLD RD -SCHROEDER RD - LUMP SUM	1.00	\$3,012.00	\$3,012.00
128.0 - TOKAY BLVD -S WHITNEY WAY -ODANA RD - LUMP SUM	1.00	\$2,520.00	\$2,520.00
129.0 - W PLATTE DR -ODANA RD -GRAND CANYON DR - LUMP SUM	1.00	\$1,080.00	\$1,080.00
90001.0 - CRACK SEAL AND INFRARED SEAMLESS PATCH BUCKEYE PARKING LOT(214 W GORHAM ST) - LUMP SUM	1.00	\$1,150.00	\$1,150.00
90002.0 - CRACK SEAL AND INFRARED SEAMLESS PATCH WILSON ST PARKING LOT(499 E WILSON ST) - LUMP SUM	1.00	\$925.00	\$925.00
90003.0 - CRACK SEAL AND INFRARED SEAMLESS PATCH WINGRA STREET PARKING LOT(1701 MONROE ST) - LUMP SUM	1.00	\$990.00	\$990.00
Totals			\$493,898.00



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. 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, 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, 2015 through January 31, 2017.

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, LLC "NO CORPORATE SEAL ADOPTED" December 4, 2014
COMPANY NAME SEAL ADOPTED DATE

By: [Signature]
SIGNATURE AND TITLE
Kent Kutnick, President

SURETY

Western Surety Company December 4, 2014
COMPANY NAME AFFIX SEAL DATE

By: [Signature]
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 2015, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 4, 2014
DATE

[Signature]
AGENT, Jill N. Swanson

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.

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. Goedtel, 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

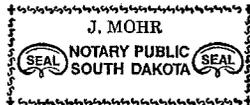
Paul T. Bruflat, Vice President

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

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 4th day of December, 2014.

WESTERN SURETY COMPANY



L. Nelson

L. Nelson, Assistant Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 22 day of APRIL in the year Two Thousand and Fifteen 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 APRIL 21, 2015, 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, MAJOR STREETS - 2015 CONTRACT NO. 7427

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 FOUR HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED NINETY-EIGHT (\$493,898.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

**REPAIRING AND SEALING PAVEMENT CRACKS, MAJOR STREETS - 2015
CONTRACT NO. 7427**

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:

Meg Bunn 4/15/15
Witness Date
[Signature] 4/15/15
Witness Date

FARNER ASPHALT SEALERS, LLC
Company Name
[Signature] 4/19/15
President Date
Christina [Signature] 4/19/15
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 30th day of April

[Signature] 20 15
Date

Wendy [Signature]
Witness

[Signature]
Mayor Date

[Signature]
Witness

Maibeth Witzel-Behl 4-24-15
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **FAHRNER ASPHALT SEALERS, LLC** as principal, and Western Surety Company Company of South Dakota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **FOUR HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED NINETY-EIGHT (\$493,898.00)** 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, MAJOR STREETS - 2015
CONTRACT NO. 7427**

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 22nd day of April, 2015

Countersigned:

Meg Birn
Witness
Christine Kroll
Secretary

FAHRNER ASPHALT SEALERS, LLC

Company Name (Principal)

[Signature] 4/1/15
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 2015, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 22, 2015
Date

[Signature]
Agent Signature Jill N. Swanson



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. Goedtel, 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.



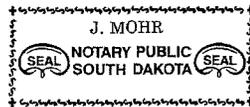
WESTERN SURETY COMPANY

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 22nd day of April, 2015.



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



Hand Carry

Contract Routing Form

ROUTING: Hand Carry

printed on: 04/24/2015

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

Project: Repairing and Sealing Pavement Cracks, Major Streets-2015

Contract No.: 7427
Enactment No.: RES-15-00365
Dollar Amount: 493,898.00

File No.: 37837
Enactment Date: 04/23/2015

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk		
Director of Civil Rights		
Risk Manager		
Finance Director		
City Attorney		
Mayor		

SIGN
HERE

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

Original + 2 Copies