

Opened @ 8:49am 6/13/25 SLG, jcp DP

June 12, 2025



◆ Plover, WI 54467 • 2800 Mecca Drive
1.800.332.3360 • 715.341.2868 • Fax: 715.341.1054
◆ Kaukauna, WI 54130 • 860 Eastline Road
1.800.261.1900 • 920.759.1008 • Fax: 920.759.1019
◆ Eau Claire, WI 54702 • 6615 US Hwy 12
1.800.497.4907 • 715.874.6070 • Fax: 715.874.6717

Pavement Maintenance Contractors
"An Equal Opportunity Employer"

◆ 316 Raemisch Road • Waunakee, WI 53597
Fax: 608.849.6470 • 608.849.6466 • 1.800.898.2102
◆ 3468 115th Street • Frederic, WI 54837
Fax: 715.653.2553 • 715.653.2535 • 1.800.497.4907
◆ 2224 Veterans Memorial Pkwy • Saginaw, MI 48601
Fax: 989.752.9205 • 989.752.9200

Contact Name: Jason Glassbrenner	Cash Price: *****
PURCHASER: City of Richland Center	TELEPHONE: 608-647-3466
ADDRESS: 450 South Main Street Richland Center, WI. 53581	DESCRIPTION OF City Streets PROPERTY:

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

- Thoroughly clean the existing hard surface roads with a self propelled broom.
- Apply 340 degrees PG 58-28 asphalt, 5% cutback, by a full-width (24') spray distributor.
- Apply sealcoat cover aggregate. Spread uniformly over surface with a full-width self propelled chip spreader.
- Roll cover aggregate with (2) pneumatic-tired roller.

****Aggregate: 3/8 washed granite chips**

Note: The above proposal includes any necessary incidentals to fulfill the sealcoat contract as deemed necessary.

Projects for 2025: estimate only based on \$2.56 per sq. yd. single seal

Sheldon Street	5,583.33 sq. yds.	\$14,293.00
2nd Street	4,122.22 sq. yds.	\$10,553.00
Chestnut Street	2,255.56 sq. yds.	\$ 5,774.00
Cedar Street	3,111.11 sq. yds.	\$15,711.00

Projects for 2025: estimate only based on \$5.05 per sq. yd. double seal

Sheldon Street	5,583.33 sq. yds.	\$28,196.00
2nd Street	4,122.22 sq. yds.	\$20,817.00
Chestnut Street	2,255.56 sq. yds.	\$11,391.00
Cedar Street	3,111.11 sq. yds.	\$15,711.00

1 year warranty

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 30 days of the date above and/or at any time before performance of the work hereunder upon CONTRACTOR's determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.

3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of ***** and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:

Fahrner Asphalt Sealers, LLC

Wayne Jerrett

(PRINT OR TYPE NAME)

BY:

(CONTRACTOR REPRESENTATIVE)

Date:

Thursday, June 12, 2025

PURCHASER:

I have read and understand the terms and conditions on both sides of this contract.

(PRINT OR TYPE NAME)

BY:

(PURCHASER AUTHORIZED REPRESENTATIVE)

Date of acceptance:

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless accepted in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, and quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301 (28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
11/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED Fahrner Asphalt Sealers, LLC 316 Raemisch Road Waukegan, WI 53597	E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC# 16535
	INSURER B: American Guarantee and Liability Insurance	26247
	INSURER C: Ironshore Specialty Insurance Company	25445
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: W36246966	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GLO 5944715-16	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
		MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY \$ 5,000,000				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$ 10,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY		BAP 5944714-16	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	SXS 0271705-07	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$	AGGREGATE \$ 5,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> No N/A	WC 5944716-16	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Per Statute		WC 5944717-16	12/01/2024	12/01/2025	EL Each Accident \$1,000,000 EL Disease - Each Emp \$1,000,000 EL Disease - Pol Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage
SEE ATTACHED**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Fahrner Asphalt Sealers, LLC 316 Raemisch Road Wauunakee, WI 53597
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability InsuranceINSURER AFFORDING COVERAGE: Ironshore Specialty Insurance CompanyNAIC#: 25445POLICY NUMBER: ICELLUW00137656EFF DATE: 12/01/2022EXP DATE: 12/01/2025

TYPE OF INSURANCE:

Contractors Pollution Liability

LIMIT DESCRIPTION:

Occurrence

Aggregate

LIMIT AMOUNT:

\$5,000,000

\$5,000,000



6615 US Hwy 12 W
Eau Claire, WI 54703

City of Richland Center
450 South Main Street
Richland Center, WI. 53581

asphalt proposals 2025

Rec'd 6/12/25 ~~+~~ @ 10:09 AM