

RUSH



Contract Routing Form

ROUTING: Urgent Rush

printed on: 07/14/2017

Contract between: DRS LTD.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Awarding Public Works Contract No. 7959, Park Paving 2017.

Contract No.: 7959
Enactment No.: RES-17-00563
Dollar Amount: 265,594.00

File No.: 47733
Enactment Date: 07/18/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	7/17/2017	7/17/2017
Director of Civil Rights	7.17.17	7.19.17 ENJ
Risk Manager	7/19/17	7/19/17 RM
Finance Director	07-19-2017	7/20/17 MCR
City Attorney	945 7-20-17	7-20-17
Mayor	7.20.17	7.20.17
Finance (for scanning)	ENR ENTERS THEIR OWN	

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

Original + 2 Copies

07/14/2017 15:40:56 enknb - STELLJES COREY 266-6518

RUSH

Dis Rights: OK / ~~N/A~~ / Problem - Hold
Prev Wage: AA Agency / No
Contract Value: 265,594.00
AA Plan: APPROVED
Amendment / Addendum # N/A
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 47733 **Version:** 1 **Name:** Awarding Public Works Contract No. 7959, Park Paving 2017.
Type: Resolution **Status:** Passed
File created: 6/19/2017 **In control:** BOARD OF PUBLIC WORKS
On agenda: 7/11/2017 **Final action:** 7/11/2017
Enactment date: 7/18/2017 **Enactment #:** RES-17-00563
Title: Awarding Public Works Contract No. 7959, Park Paving 2017.
Sponsors: BOARD OF PUBLIC WORKS
Indexes:
Code sections:
Attachments: 1. Contract 7959.pdf

Date	Ver.	Action By	Action	Result
7/11/2017	1	COMMON COUNCIL		
6/28/2017	1	BOARD OF PUBLIC WORKS		
6/20/2017	1	Engineering Division	Refer	

The proposed resolution authorizes the award of Public Works Contract No. 7959, Park Paving 2017. The total estimated cost of the project is \$265,594. The Parks Division capital budget includes \$203,672 for Park Land Improvements (Munis project 17421) and \$61,922 for Allied Drive Park (Munis 10543) which will be used for this contract.

Awarding Public Works Contract No. 7959, Park Paving 2017.

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. 7959) for itemization of bids.

SDR

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7959
PARK PAVING 2017

DRS LTD.

\$245,920.50

Garner

Acct. No. 17317-51-200:54250(91394)	\$55,225.50
Contingency 8%±	<u>4,418.50</u>
Sub Total	\$59,644.00

Arbor Hills/Westchester

Acct. No. 17303-51-130:54250(91394)	\$80,468.50
Contingency 8%±	<u>6,437.50</u>
Sub Total	\$86,906.00

Lerdahl:

Acct. No. 17299-51-130:54250(91394)	\$29,911.00
Contingency 8%±	<u>2,393.00</u>
Sub Total	\$32,304.00

Waldorf

Acct. No. 17322-51-130:54250(91394)	\$22,980.00
Contingency 8%±	<u>1,838.00</u>
Sub Total	\$24,818.00

Allied Drive

Acct. No. 10543-51-200:54250(91394)	\$57,335.50
Contingency 8%±	<u>4,586.50</u>
Sub Total	\$61,922.00

GRAND TOTAL

\$265,594.00

Demographics

Company Name: North American Specialty Insurance Company
Short Name:
SBS Company Number: 54219627
NAIC CoCode: 29874
FEIN: 02-0311919
Domicile Type: Foreign
State of Domicile: New Hampshire
Country of Domicile: United States
NAIC Group Number: 181 - SWISS RE GRP
Organization Type: Stock
Date of Incorporation: 11/23/1973
Merger Flag: Yes

Address

Business Address
 5200 METCALF AVE
 OVERLAND PARK, KS 66202-1265
 United States
Mailing Address
 5200 METCALF AVE
 OVERLAND PARK, KS 66202-1265
 United States
Statutory Home Office Address
 650 ELM ST
 MANCHESTER, NH 03101-2596
 United States
Main Administrative Office Address
 5200 METCALF AVE
 OVERLAND PARK, KS 66202-1265
 United States

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(913) 676-5200
Business Primary Phone	(913) 676-5200
Mailing Fax Phone	(603) 644-6613
Mailing Toll Free Phone	(800) 542-9200
Statutory Home Office Primary Phone	(603) 644-6600
Statutory Home Office Fax Phone	(603) 644-6613
Statutory Home Office Toll Free Phone	(800) 542-9200
Main Admin Office Fax Phone	(603) 644-6613
Main Admin Office Toll Free Phone	(800) 542-9200

Email

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Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 01/10/1974
Effective Date: 10/01/1999
Legacy State ID: 111693
Issue Date: 01/10/1974
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TODD SCHAAP	774994	774994	Intermediary (Agent) Individual	Casualty	12/05/2002	03/01/2017	02/28/2018
TODD LOEHNERT	815038	815038	Intermediary (Agent) Individual	Casualty	11/16/2013	03/01/2017	02/28/2018
TODD LOEHNERT	815038	815038	Intermediary (Agent) Individual	Property	11/16/2013	03/01/2017	02/28/2018

Line Of Business



Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Business Address CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI 53703 United States

Company Merger

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments

First Previous 1 Next Last

Name Change History

Previous Name	New Name	Effective Date
	North American Specialty Insurance Company	

First Previous 1 Next Last

Boutelle, Alane

From: Gehler, Patricia
Sent: Wednesday, July 05, 2017 3:26 PM
To: Boutelle, Alane
Subject: RE: Signature Question for You - 7959

Talked to Doran and as Cheryl was President before Tom retired, there is no problem with the two signers on the contract and then only Cheryl on the bond. The other question, whether you can accept all 3 copies of the bond although one of them is only signed as President not also as Secretary, is also a yes. However, I am going to suggest that since these are dated ahead to next week, you do have time to send the one bond out to Cheryl to sign on the Secretary line and get it back before routing of the contract commences. That would alleviate any questions from anyone along the routing path. → DONE

Sincerely,
Patricia V. Gehler
Litigation Assistant
City Attorney's Office
Direct: 608-261-9153
Main: 608-266-4511

-----Original Message-----

From: Boutelle, Alane
Sent: Wednesday, July 05, 2017 3:11 PM
To: Gehler, Patricia
Subject: FW: Signature Question for You - 7959

Hi Pat,
I hope you don't mind me asking about this submission.

Cheryl and Tom Beck both signed the Agreement pages 6/29.
Tom has since retired as Controller and Cheryl signed as both President and Secretary on the P&P Bond.

(except on one copy where she missed signing as Secretary) Nowhere on the bond does it say in triplicate.

Can I accept all 3 Payment and Performance Bonds?

Thanks,
Alane Boutelle

\$245,920.50
CONTRACTOR'S OFFICE COPY

BID OF DRS LTD.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PARK PAVING 2017

CONTRACT NO. 7959

MUNIS NO. 17317-51-200, 17318-51-130, 10543-51-130, 17299-51-130,
17303-51-130, 17322-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 11, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**PARK PAVING 2017
CONTRACT NO. 7959**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp, Parks Superintendent

RFP: EK

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:	PARK PAVING 2017
CONTRACT NO.:	7959
SBE GOAL	8%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	6/2/17
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	6/2/17
BID SUBMISSION (1:00 P.M.)	6/9/17
BID OPEN (1:30 P.M.)	6/16/17
PUBLISHED IN WSJ	6/2/17 & 6/9/17

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 - 2017 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.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. 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/aaTBDDir.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/aaTBDDir.cfm. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

PARK PAVING 2017 CONTRACT NO. 7959

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104: SCOPE OF WORK

This project consists of paving operations related to construction and resurfacing of paths and basketball courts. The Waldorf Park site in this contract includes asphalt paving only. All site work and installation of aggregate base for Waldorf Park shall be completed by City of Madison.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The City of Madison shall be responsible for setting all other lines and/or grades required to complete the work for 2017 Park Paving. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at 658-3087.

SECTION 105.12: COOPERATION BY CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608)658-3087 / fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor shall attend a pre-construction meeting prior to the start of construction.

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications at no additional cost to the city.

The Contractor shall accommodate work that will occur at the project sites as follows:

Allied Park

A new playground will be installed by others at Allied Park. It is anticipated that playground construction shall begin on August 7, 2017.

New vertical basketball poles will be installed by City Staff prior to the project, backboards, horizontal brackets, and hoops will be installed after paving. Contractor shall install new court around poles and protect poles from damage.

Waldorf Park

This contract includes asphalt paving at Waldorf Park as identified in the plans. City shall be responsible for completion of all prep work necessary prior to paving operations. It is anticipated that the City's work will be completed by October 1, 2016. Contractor shall visit and inspect site prior to paving and inform Engineer if any conditions are unsuitable for paving.

A new playground will be installed by others prior to paving operations. It is anticipated that playground construction shall be complete by August 21, 2017. Contractor shall visit site after playground is installed to inspect site and make Construction Engineer aware of any concerns.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of construction operations. The Contractor shall complete the projects during the below timeframe.

Allied Park- Grading and base course for path and playground access must be completed no later than Aug 7, 2017.

Arbor Hills Park- construction shall begin on or after August 14, 2017 and be completed no later than September 6, 2017.

Lerdahl Park- construction shall begin on or after September 6th, 2017 and be completed no later than September 29, 2017.

Westchester Gardens Park- construction shall begin on or after September 18, 2017 and be completed no later than October 13, 2017.

Garner Park- construction shall begin on or after September 25, 2017.

All construction shall be completed by October 31, 2017.

SECTION 107.7: MAINTENANCE OF TRAFFIC

Arbor Hills Park:

The Contractor may remove parking on the southeast side of Pelham Road to use as a staging area for construction. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events". Contact John Villarreal, 608-267-8756, in Parking Utility to obtain NO PARKING signs.

At the remaining park locations a staging area has been identified on Parks Division property. If additional traffic control is desired the Contractor shall submit a proposed Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. Traffic control plan beyond that required for Arbor Hills Parks shall be incidental to Bid Item 10911-MOBILIZATION. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan.

All signing and barricading 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 be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

The intent of these designs is to minimize the damage to those trees that remain following construction. No trees may be removed as part of this project. Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.2 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

It is recognized that grading operations and root cutting of some trees will need to occur in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, trenching, stone placement, filling, etc. occur within 5 feet of the trunk, or where a tree marked No Root Cut "(NRC)" on the plan, construction operations shall be done under the supervision of a City of Madison Forestry Representative. The sequence to construct in these areas shall be as follows:

1. Trees within 5' of construction operations shall not be disturbed until inspected by a City of Madison Forestry Representative.

2. The Contractor shall place a yellow ribbon around the tree to highlight these trees for the equipment operator.
3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

Protection of these trees is shown on the plans as No Root Cut (NRC) and shall be paid under Bid Item 10803 – ROOT CUTTING.

The normal work hours for Forestry staff: 7:00 AM – 3:00 PM, Mon-Fri.

The contact information for Forestry Staff is:

EAST

Brad Hofmann
 Cell: (608) 220-6796
 Office Phone: (608) 267-4908
 Radio #: 701305
bhofmann@cityofmadison.com

WEST

Wayne Buckley
 Cell: (608) 220-0637
 Office Phone: (608) 266-4892
 Radio #: 701304
wbuckley@cityofmadison.com

SECTION 108.2: PERMITS

The following permits have been applied for by the City of Madison for each applicable park site:

1. Garner Park– City of Madison Erosion Control Permit
2. Allied Park – City of Madison Erosion Control Permit
3. Arbor Hills Park – City of Madison Erosion Control Permit
4. Waldorf Park – City of Madison Erosion Control Permit, WDNR Construction Site Stormwater Runoff Permit

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by The Contractor weekly and at all times following storm events, and this work will be paid for under the appropriate bid item. See **SECTION 210.1(a)**. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control and electrical measures and items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. A copy of the permit is available at the City of Madison, Engineering Division office.

Copies of these permits will be provided to Contractor prior to start of construction. The Contractor must keep a copy of each individual permit on site at all times throughout construction.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2: PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

SECTION 109.7: TIME OF COMPLETION

The Contractor shall begin work on Park Paving – 2017 on or around July 24, 2017 as identified in Section 105.13 Order of Completion. Construction shall be completed by October 31, 2017.

SECTION 110.1: MEASUREMENT OF QUANTITIES

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer. A significant change shall be considered more than a 30% change in quantities.

BID ITEM 10803 - ROOT CUTTING

DESCRIPTION

Work under this item shall include all costs associated root cutting as described in special provision Section 107.13 Tree Protection Specifications.

METHOD OF MEASUREMENT

Root Cutting shall be measured per each individual tree marked NRC on the plan.

BASIS OF PAYMENT

Root Cutting shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 10911 - MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to each park location. Parking of equipment, storage of materials, and staging shall be allowed within the construction fencing shown on plans. The Contractor may only enter the construction site through the construction entrance as shown on the plans. The Contractor may not drive or store equipment on any portion of the park outside the construction limits unless indicated otherwise on plans or directed in the field.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Excavation Cut shall consist of the loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. Cut and fill quantities have been determined based on an estimated existing asphalt depth of 2" and existing gravel depth of 6". No shrinkage factor has been applied to fill quantities to estimate net volume. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available upon request.

The proposal quantity for excavation cut and fill was computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, placement of six (6) inches of proposed topsoil, and placement nine (9) inches of aggregate base and placement of three (3) inches of asphalt.

Excess excavated material deemed unusable shall be disposed of off-site at a suitable location determined by the Contractor at no additional cost to the City of Madison.

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is included in this bid item.

Any additional undercut required due to field conditions shall be paid for under BID ITEM 40321 – UNDERCUT.

Test rolling for undercut determination is required at all sites and is incidental to this bid item. Test rolling shall be done with a fully loaded tri axle dump truck.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be "open" during non-work hours.

The Contractor shall be allowed to reuse gravel, and pulverize existing gravel to be used onsite. However, the Contractor shall note that the proposed subgrade shall be lower than the existing subgrade, and any reused material will have to be temporarily stored while subgrade is prepared. No additional compensation shall be paid for double handling of materials.

In addition to the quantities determined by the digital terrain models, removal of all existing asphalt pavement, sod, and base course have been included in the quantities for this item and shall be paid under this item.

BID ITEM 20207 – SELECT FILL SAND

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to import and distribute fill to meet proposed subgrades. Fill shall comply with material described in Article 202 of the Standard Specifications.

The fill quantities for this contract have been computed by Microstation InRoads surface data volume. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, excavation of two (2) inches of existing asphalt, excavation of six (6) inches of aggregate base, placement of six (6)

inches of proposed topsoil, and placement of three (3) inches of asphalt. This items shall be for additional fill needed for import to the site or where excavation cut is not suitable material to redistribute under paving areas.

Distribution of fill made available through excavation cut shall be incidental to BID ITEM 20101 EXCAVATION CUT.

Double handling, stockpiling and placing fill is included in this bid item.

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

The quantity of clear stone included in this contract is sufficient to construct one typical construction entrance as shown on plans. This item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE. If the Contractor choses to use additional clear stone it shall be at no additional cost to the City.

METHOD OF MEASUREMENT

Clear Stone shall be measured by the ton as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Clear Stone shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 20221 - TOPSOIL

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to distribute, dispose and/or place topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the Standard Specifications.

Stripped topsoil can be stockpiled on site within the construction fence boundary.

The topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, two (2) inches of existing asphalt surfacing, six (6) inches of asphalt and placement of six (6) inches of proposed topsoil. Any additional topsoil material required beyond quantities available through stripped topsoil are included in the quantities for this bid item.

Excess topsoil shall be disposed offsite at a location to be determined and provided by the City at no extra cost to the City. Double handling, stockpiling and placing topsoil is included in this bid item.

Contractor to note - the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching.

METHOD OF MEASUREMENT

Topsoil shall be measured as each SY placed in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Topsoil shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 21011 – CONSTRUCTION ENTRANCE

DESCRIPTION

Work under this item shall include the placement of a stone pad and paid as a construction entrance at the location shown in the plans and in accord with the City of Madison Standard Specifications and with the approval of the Engineer.

Construction entrance shall be constructed at the size and location as approved by the Engineer. The Contractor shall place stone, ramping, and/or plating to avoid damage to concrete or asphalt. If any concrete or asphalt is damaged during construction the Contractor shall remove and replace damaged sections at no additional cost to the city. The Engineer shall determine any damaged sections to be replaced.

METHOD OF MEASUREMENT

Construction Entrance shall be measured as each pad placed in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Construction Entrance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install 9 inches of Crushed Aggregate Base Course Gradation No. 2 for asphalt path and court construction.

The Contractor shall contact Dan Rodman at 658-3087 at least 48 hours prior to proof subgrade elevations prior to paving.

METHOD OF MEASUREMENT

CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 shall be measured per Ton placed in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 40321 - UNDERCUT

DESCRIPTION

This bid item has been included in the event that undercut is necessary for construction of the asphalt paths or basketball court. This item may be eliminated if undercut is not required. Contractor shall determine need and quantity for undercut and notify the Engineer of intent to undercut any areas prior to beginning undercut excavation.

METHOD OF MEASUREMENT

Undercut shall be measured per CY in the field as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Undercut shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90000 - CONSTRUCTION FENCE (PLASTIC)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

Construction Fence (Plastic) shall be measured by the linear foot quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Construction Fence (Plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90001 – REMOVE EXISTING BASKETBALL POLE

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to remove and dispose of the basketball pole, backboard, rim and footing at locations identified on plans. The existing basketball pole, footing, backboard and rim shall be disposed of offsite in a location to be determined and provided by the Contractor, at no extra cost to the City. Included in this bid item shall be all materials (including sand backfill), labor and incidentals necessary to fill the hole created by removing the pole and footing with select fill and topsoil. The hole shall be filled and compacted (hand tamped), in 12" increments.

METHOD OF MEASUREMENT

Remove Existing Basketball Pole shall be measured per each basketball pole removed.

BASIS OF PAYMENT

Remove Existing Basketball Pole shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 – INSTALL NEW BASKETBALL POLE

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to purchase and install new basketball pole and associated backboard, rim and net in accordance with these contract documents and plans. The basketball pole and backboard shall be purchased and installed by the Contractor and shall be per details on page 7.1 and 7.2 of the plans. Poles and Backboard shall be Burke Model 590-0041 or 590-0039 or approved equal. Backboard and poles Model Fan BB DBL shall be installed at all Half Court locations and Model RECT BB DBL Backboards shall be installed at full court locations. Prior to installation the Engineer shall approve the layout of the basketball pole.

Basketball poles and backboards at Allied Park shall be purchased and installed by City Staff prior to project.

METHOD OF MEASUREMENT

Install New Basketball Pole shall be measured per each basketball pole installed.

BASIS OF PAYMENT

Install New Basketball Pole shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90003 – HALF COURT BASKETBALL STRIPING

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to measure, layout, and install court markings and striping on each of the half-court basketball courts shown on the plans.

Work under this bid item shall include all necessary work, labor and incidentals required to install line painting on asphalt basketball courts with half court layouts as specified in these special provisions and shown on page 7.3 of the plans.

Regulation basketball court playing lines shall be marked as specified by the details on page 7.3 of the plans and at:

<http://www.courtdimensions.net/basketball-court>

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All lines shall be two (2) inches wide. All court lines shall be painted white.

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

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from the work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the city.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

METHOD OF MEASUREMENT

HALF COURT BASKETBALL STRIPING shall be paid per each individual court.

BASIS OF PAYMENT

HALF COURT BASKETBALL STRIPING shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM 90004 – FULL COURT BASKETBALL STRIPING

DESCRIPTION

Work under this item shall include all necessary work, labor and incidentals required to measure, layout, and install court markings and striping on each of the full court basketball courts shown on the plans.

Work under this bid item shall include all necessary work, labor and incidentals required to install line painting on asphalt basketball courts with full court lines as specified in these special provisions and shown on page 7.3 of the plans.

Regulation basketball court playing lines shall be marked as specified by the details on page 7.3 of the plans and at:

<http://www.courtdimensions.net/basketball-court>

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All lines shall be two (2) inches wide. All court lines shall be painted white.

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

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from the work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the city.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

METHOD OF MEASUREMENT

FULL COURT BASKETBALL STRIPING shall be paid per each individual court.

BASIS OF PAYMENT

FULL COURT BASKETBALL STRIPING shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

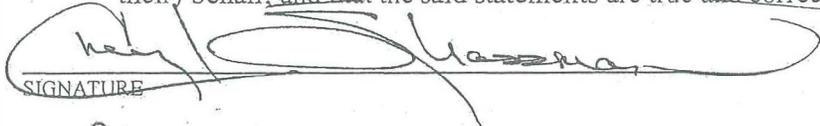
SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE PARKS PAVING

CONTRACT NO. 7959

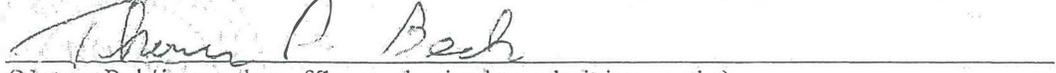
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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.

- 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 - 2017 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. 7959 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)
- 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.
- 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.
- 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).*
- I hereby certify that all statements herein are made on behalf of DRS LTD (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

PRESIDENT
TITLE, IF ANY

Sworn and subscribed to before me this 15th day of JUNE, 20 17.


(Notary Public or other officer authorized to administer oaths)

My Commission Expires 9/20/19

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

Contract 7959 – DRS Ltd.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

asphalt paving

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

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

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

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

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

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

CONTRACT NO. 7959

Small Business Enterprise Compliance Report

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

Cover Sheet

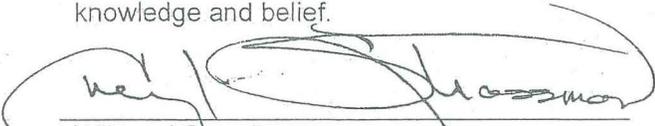
Prime Bidder Information

Company:	DRS Ltd
Address:	2534 S Fish Hatchery Rd.
Telephone Number:	6082744932
Fax Number:	6082732468
Contact Person/Title:	Krystal Strassman / Project Estimator

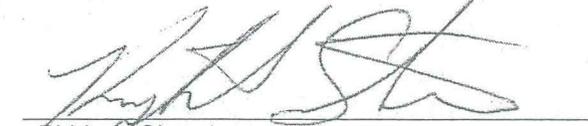
Prime Bidder Certification

Name:	Krystal Strassman
Title:	Project Estimator
Company:	DRS Ltd.

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



Witness' Signature



Bidder's Signature

6/15/2017

Date

PARK PAVING 2017

CONTRACT NO. 7959

DATE: 6/16/17

DRS Ltd.

Item	Quantity	Price	Extension
Section B: Proposal Page - Garner Park			
10803.0 - ROOT CUTTING - EA	15.00	\$25.00	\$375.00
10911.0 - MOBILIZATION - LS	1.00	\$6,000.00	\$6,000.00
20101.0 - EXCAVATION CUT - CY	512.00	\$17.00	\$8,704.00
20217.0 - CLEAR STONE - TON	42.00	\$25.00	\$1,050.00
20219.0 - BREAKER RUN - TON	58.00	\$30.00	\$1,740.00
20221.0 - TOPSOIL - SY	455.00	\$6.50	\$2,957.50
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	46.00	\$10.00	\$460.00
20701.0 - TERRACE SEEDING - SY	455.00	\$2.00	\$910.00
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$250.00	\$1,000.00
21011.0 - CONSTRUCTION ENTRANCE - EA	1.00	\$500.00	\$500.00
21013.0 - STREET SWEEPING - LS	1.00	\$300.00	\$300.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	483.00	\$6.00	\$2,898.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY	91.00	\$2.50	\$227.50
21061.0 - EROSION MATTING, CLASS I URBAN TYPE A - SY	455.00	\$2.50	\$1,137.50
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	456.00	\$18.00	\$8,208.00
40201.0 - 3" DEPTH HMA PAVEMENT TYPE E-0.3 - TON	143.00	\$110.00	\$15,730.00
40321.0 - UNDERCUT (UNDISTRIBUTED) - CY	30.00	\$45.00	\$1,350.00
90000.0 - CONSTRUCTION FENCE (PLASTIC) - LF	839.00	\$2.00	\$1,678.00
SUBTOTALS			\$55,225.50

Section B: Proposal Page - Allied Park			
10803.0 - ROOT CUTTING - EA	3.00	\$50.00	\$150.00
10911.0 - MOBILIZATION - LS	1.00	\$6,000.00	\$6,000.00
20101.0 - EXCAVATION CUT - CY	370.00	\$20.00	\$7,400.00
20207.0 - SELECT FILL SAND - CY	29.00	\$25.00	\$725.00
20217.0 - CLEAR STONE - TON	42.00	\$25.00	\$1,050.00
20219.0 - BREAKER RUN - TON	53.00	\$25.00	\$1,325.00
20221.0 - TOPSOIL - SY	637.00	\$6.50	\$4,140.50
20313.0 - REMOVE INLET - EACH	2.00	\$750.00	\$1,500.00
20336.0 - PIPE PLUG - EACH	4.00	\$450.00	\$1,800.00
20701.0 - TERRACE SEEDING - SY	637.00	\$2.00	\$1,274.00
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$250.00	\$1,000.00
21011.0 - CONSTRUCTION ENTRANCE - EA	1.00	\$500.00	\$500.00
21013.0 - STREET SWEEPING - LS	1.00	\$300.00	\$300.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	336.00	\$6.00	\$2,016.00
21031.0 - INLET PROTECTION, TYPE C - COMPLETE - EACH	1.00	\$250.00	\$250.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE - EACH	7.00	\$175.00	\$1,225.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY	83.00	\$2.50	\$207.50
21061.0 - EROSION MATTING, CLASS I URBAN TYPE A - SY	637.00	\$2.50	\$1,592.50
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	415.00	\$18.00	\$7,470.00
40201.0 - 3" DEPTH HMA PAVEMENT TYPE E-0.3 - TON	132.00	\$110.00	\$14,520.00
40321.0 - UNDERCUT (UNDISTRIBUTED) - CY	28.00	\$50.00	\$1,400.00
90000.0 - CONSTRUCTION FENCE (PLASTIC) - LF	745.00	\$2.00	\$1,490.00
SUBTOTALS			\$57,335.50

Section B: Proposal Page - Lerdahl Park			
10803.0 - ROOT CUTTING - EA	1.00	\$200.00	\$200.00
10911.0 - MOBILIZATION - LS	1.00	\$6,000.00	\$6,000.00

PARK PAVING 2017

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DRS Ltd.

Item	Quantity	Price	Extension
20101.0 - EXCAVATION CUT - CY	90.00	\$30.00	\$2,700.00
20130.0 - UNDERDRAIN - LF	37.00	\$20.00	\$740.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY	16.00	\$2.50	\$40.00
20207.0 - SELECT FILL SAND - CY	30.00	\$25.00	\$750.00
20217.0 - CLEAR STONE - TON	42.00	\$25.00	\$1,050.00
20219.0 - BREAKER RUN - TON	10.00	\$25.00	\$250.00
20221.0 - TOPSOIL - SY	223.00	\$6.50	\$1,449.50
20314.0 - REMOVE PIPE - LF	13.00	\$100.00	\$1,300.00
20701.0 - TERRACE SEEDING - SY	223.00	\$2.00	\$446.00
21011.0 - CONSTRUCTION ENTRANCE - EA	1.00	\$500.00	\$500.00
21013.0 - STREET SWEEPING - LS	1.00	\$300.00	\$300.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	154.00	\$6.00	\$924.00
21061.0 - EROSION MATTING, CLASS I URBAN TYPE A - SY	223.00	\$2.50	\$557.50
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	82.00	\$22.00	\$1,804.00
40201.0 - 3" DEPTH HMA PAVEMENT TYPE E-0.3 - TON	26.00	\$140.00	\$3,640.00
40321.0 - UNDERCUT (UNDISTRIBUTED) - CY	5.00	\$50.00	\$250.00
90000.0 - CONSTRUCTION FENCE (PLASTIC) - LF	480.00	\$2.00	\$960.00
90001.0 - REMOVE EXISTING BASKETBALL POLE - EA	1.00	\$950.00	\$950.00
90002.0 - INSTALL NEW BASKETBALL POLE - EA	1.00	\$4,500.00	\$4,500.00
90003.0 - HALF COURT BASKETBALL STRIPING - EA	1.00	\$600.00	\$600.00
SUBTOTALS			\$29,911.00

Section B: Proposal Page - Westchester Gardens Park

10803.0 - ROOT CUTTING - EA	3.00	\$75.00	\$225.00
10911.0 - MOBILIZATION - LS	1.00	\$6,000.00	\$6,000.00
20101.0 - EXCAVATION CUT - CY	135.00	\$20.00	\$2,700.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY	40.00	\$2.50	\$100.00
20207.0 - SELECT FILL SAND - CY	3.00	\$50.00	\$150.00
20217.0 - CLEAR STONE - TON	42.00	\$25.00	\$1,050.00
20219.0 - BREAKER RUN - TON	25.00	\$25.00	\$625.00
20221.0 - TOPSOIL - SY	100.00	\$6.50	\$650.00
20701.0 - TERRACE SEEDING - SY	100.00	\$2.00	\$200.00
21011.0 - CONSTRUCTION ENTRANCE - EA	1.00	\$500.00	\$500.00
21013.0 - STREET SWEEPING - LS	1.00	\$300.00	\$300.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	132.00	\$6.00	\$792.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE - EACH	2.00	\$175.00	\$350.00
21061.0 - EROSION MATTING, CLASS I URBAN TYPE A - SY	100.00	\$8.00	\$800.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	198.00	\$19.00	\$3,762.00
40201.0 - 3" DEPTH HMA PAVEMENT TYPE E-0.3 - TON	67.00	\$130.00	\$8,710.00
40321.0 - UNDERCUT (UNDISTRIBUTED) - CY	13.00	\$50.00	\$650.00
90000.0 - CONSTRUCTION FENCE (PLASTIC) - LF	366.00	\$2.00	\$732.00
90001.0 - REMOVE EXISTING BASKETBALL POLE - EA	2.00	\$950.00	\$1,900.00
90002.0 - INSTALL NEW BASKETBALL POLE - EA	2.00	\$4,500.00	\$9,000.00
90004.0 - FULL COURT BASKETBALL STRIPING - EA	1.00	\$800.00	\$800.00
SUBTOTALS			\$39,996.00

Section B: Proposal Page - Arbor Hills Park

10803.0 - ROOT CUTTING - EA	4.00	\$75.00	\$300.00
10911.0 - MOBILIZATION - LS	1.00	\$6,000.00	\$6,000.00

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DATE: 6/16/17

DRS Ltd.

Item	Quantity	Price	Extension
20101.0 - EXCAVATION CUT - CY	196.00	\$18.00	\$3,528.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY	58.00	\$2.50	\$145.00
20217.0 - CLEAR STONE - TON	42.00	\$25.00	\$1,050.00
20219.0 - BREAKER RUN - TON	37.00	\$25.00	\$925.00
20221.0 - TOPSOIL - SY	89.00	\$10.00	\$890.00
20701.0 - TERRACE SEEDING - SY	89.00	\$2.00	\$178.00
21002.0 - EROSION CONTROL INSPECTION - EACH	3.00	\$150.00	\$450.00
21011.0 - CONSTRUCTION ENTRANCE - EA	1.00	\$500.00	\$500.00
21013.0 - STREET SWEEPING - LS	1.00	\$300.00	\$300.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	266.00	\$6.00	\$1,596.00
21031.0 - INLET PROTECTION, TYPE C - COMPLETE - EACH	1.00	\$250.00	\$250.00
21061.0 - EROSION MATTING, CLASS I URBAN TYPE A - SY	89.00	\$2.50	\$222.50
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	290.00	\$20.00	\$5,800.00
40201.0 - 3" DEPTH HMA PAVEMENT TYPE E-0.3 - TON	95.00	\$110.00	\$10,450.00
40321.0 - UNDERCUT (UNDISTRIBUTED) - CY	19.00	\$50.00	\$950.00
90000.0 - CONSTRUCTION FENCE (PLASTIC) - LF	444.00	\$2.00	\$888.00
90001.0 - REMOVE EXISTING BASKETBALL POLE - EA	1.00	\$950.00	\$950.00
90002.0 - INSTALL NEW BASKETBALL POLE - EA	1.00	\$4,500.00	\$4,500.00
90003.0 - HALF COURT BASEKETBALL STRIPING - EA	1.00	\$600.00	\$600.00
SUBTOTALS			\$40,472.50
Section B: Proposal Page - Waldorf Park			
10911.0 - MOBILIZATION - LS	1.00	\$6,000.00	\$6,000.00
40201.0 - 3" DEPTH HMA PAVEMENT TYPE E-0.3 - TON	108.00	\$110.00	\$11,880.00
90002.0 - INSTALL NEW BASKETBALL POLE - EA	1.00	\$4,500.00	\$4,500.00
90003.0 - HALF COURT BASEKETBALL STRIPING - EA	1.00	\$600.00	\$600.00
SUBTOTALS			\$22,980.00
Grand Totals	Totals		\$245,920.50

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

PARK PAVING 2017 CONTRACT NO. 7959

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

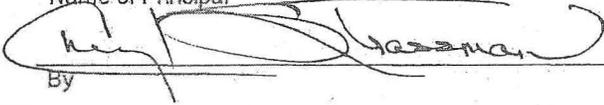
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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.

Seal PRINCIPAL

DRS LTD.

Name of Principal



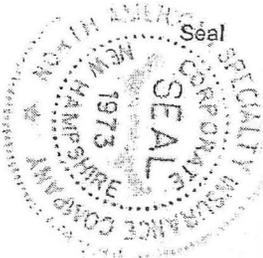
By

June 16, 2017

Date

CHERYL STRASSMAN - PRESIDENT

Name and Title

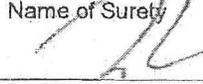


Seal

SURETY

North American Specialty Insurance Company

Name of Surety



By

June 16, 2017

Date

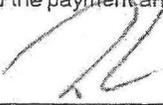
Todd Schaap, Attorney-in-Fact

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 774994 for the year 2017, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

June 16, 2017

Date



Agent Signature

2626 49th Drive

Address

Franksville, WI 53126

City, State and Zip Code

262-835-9576

Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP

and KIMBERLY S. RASCH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

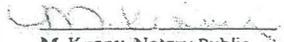
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of April, 2016.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

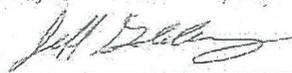
On this 14th day of April, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of June, 2017.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

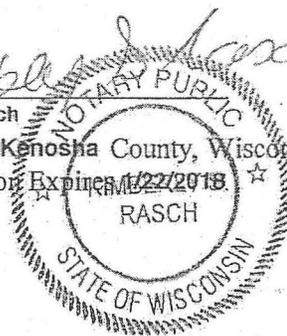
STATE OF WISCONSIN)

COUNTY OF Kenosha)

ON THIS 16th day of June, 2017,

before me, a notary public, within and for said County and State, personally appeared Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the North American Specialty Insurance Company, a corporation of New Hampshire, created, organized and existing under and by virtue of the laws of the State of New Hampshire; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.


Kimberly S. Rasch
Notary Public, Kenosha County, Wisconsin
My Commission Expires 12/22/2018



SECTION H: AGREEMENT

THIS AGREEMENT made this 12 day of JULY in the year Two Thousand and Seventeen between DRS LTD. 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 JULY 11, 2017, 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:

PARK PAVING 2017 CONTRACT NO. 7959

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 TWO HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED TWENTY AND 50/100 (\$245,920.50) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**PARK PAVING 2017
CONTRACT NO. 7959**

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:

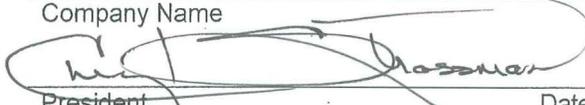


Witness Date


Witness Date

DRS LTD.

Company Name



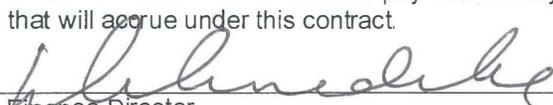
President Date 6/29/2017

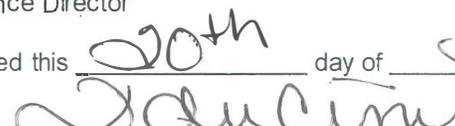

Secretary Date 6/29/17

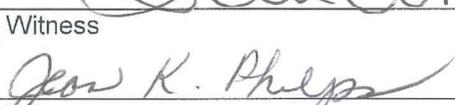
CITY OF MADISON, WISCONSIN

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

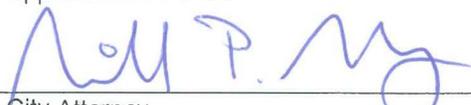
Approved as to form:

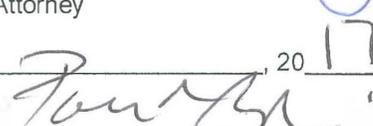


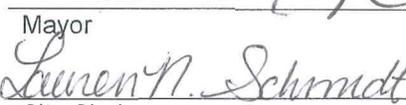
Finance Director
Signed this 20th day of July, 2017


Witness


Witness



City Attorney


Mayor Date 20 July 2017


for City Clerk Date 7/17/17

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DRS LTD. as principal, and North American Specialty Insurance Company

Company of New Hampshire as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED TWENTY AND 50/100 (\$245,920.50) 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:

**PARK PAVING 2017
CONTRACT NO. 7959**

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 12th day of July, 2017

Countersigned:

[Signature]
Witness
[Signature]
Secretary

DRS LTD.
Company Name (Principal)
[Signature]
President Seal

Approved as to form:

[Signature]
City Attorney

North American Specialty Insurance Company
Surety Seal
 Salary Employee Commission
By [Signature]
Attorney-in-Fact **Todd Schaap**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 774994 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

7/12/17
Date

[Signature]
Agent Signature **Todd Schaap**

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP

and KIMBERLY S. RASCH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of April, 2016.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 14th day of April, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of July, 2017.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS 12th day of July, 2017,
before me, a notary public, within and for said County and State, personally appeared ___
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
North American Specialty Insurance Company, a corporation
of New Hampshire, created, organized and existing under and
by virtue of the laws of the State of New Hampshire; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2018**

