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BID OF SERGENIAN'S FLOOR COVERINGS, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT

CONTRACT NO. 8245

MUNIS NO. 10954

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 2, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT
CONTRACT NO. 8245**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: la

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:	MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT
CONTRACT NO.:	8245
BID BOND	5%
PRE BID SITE WALKTHROUGH (10:00 A.M.)	WEDNESDAY, AUGUST 22, 2018
BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS (4:00 P.M.)	MONDAY, AUGUST 27, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY, AUGUST 30, 2018
BID SUBMISSION (2:00 P.M.)	THURSDAY, SEPTEMBER 6, 2018
BID OPEN (2:30 P.M.)	THURSDAY, SEPTEMBER 6, 2018
PUBLISHED IN WSJ	AUGUST 16, 23 & 30, 2018

PRE-BID WALKTHROUGH: A pre-bid walkthrough of the site will be conducted and all bidding contractors are encouraged to attend. The meeting will be held at 10:00 a.m. Wednesday, August 22, 2018 at 2033 Londonderry Drive, Madison, WI. Please meet in the front lobby. Questions will be answered in written format via addendum to the contract.

BIDDER QUESTIONS AND CLARIFICATIONS

If needed, City Staff shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager. Responses that change the contract scope and/or schedule will be published by the City of Madison in the form of a bidding addendum.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference Madison Police-North District Flooring Replacement, Contract 8245.

The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above. No additional questions, clarifications, or requests for substitutions will be received after this deadline.

PREQUALIFICATION APPLICATION: Forms are available at the same location or 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 - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website,

www.cityofmadison.com/Business/PW/specs.cfm.

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**

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT CONTRACT NO. 8245

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 102.1: PREQUALIFICATION OF BIDDERS

Prime contractors bidding this contract shall be prequalified in at least one of the two (2) categories below:

- **Floor Covering (Category 401)**
- **General Building Construction, Equal or less than \$250,000 (category 415).**

A contractor needs to submit an application for prequalification in category B, including submittal of the required application for Affirmative Action Plan, no later than the date on A-1. Prequalification should be approved (including approval of the Affirmative Action plan) by the bid opening.

SECTION 102.9 BIDDER'S UNDERSTANDING

Tax Exempt Status. Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road. The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

See link to Wisconsin Department of Revenue Tax Bulletin, January 2016, Number 192 and 2015 Wis. Act 126 for additional information.

SECTION 102.11: BEST VALUE CONTRACTING

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

SECTION 102.12: EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)

Equal Benefits are not required. Delete this entire provision.

SECTION 103.2 AWARD OF CONTRACT

This bid consists of a BASE BID (Bid Item 90000) and one (1) ALTERNATE BID ITEM (Bid Item 90001). The Contractor must completely fill in the LUMP SUM for the BASE BID and the LUMP SUM for the one (1) ALTERNATE BID item.

The contract shall be awarded to the lowest bidding contractor in the following manner:

1. The City will establish a Construction Budget Dollar Value for the overall project.
2. The City will award the contract based on the sub totals of the BASE BID plus ALTERNATE 1 until the sub total is within the predetermined Construction Budget Dollar Value.

3. If no responsible bidder submits a BASE BID plus ALTERNATE 1 that is below the Construction Budget dollar value, the City will award the contract based on the BASE BID only.

The City shall have the right to proceed or not proceed with any ALTERNATE regardless of how the bid was awarded. The City shall have the right to reject all bids regardless of the value of the bids submitted.

SECTION 103.3 EXECUTION OF CONTRACT AND BOND

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 p.m. on Friday, October 19, 2018**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than Wednesday, October 17, 2018.

SECTION 104 SCOPE OF WORK

All work for this project is located at Madison Police Dept. – North District, 2033 Londonderry Dr., Madison, Wisconsin.

A Painting Contract will be running concurrently with this Flooring Replacement contract.

This contract shall be for all of the work described in these documents including but not limited to the removal of existing carpet and vinyl base and the installation of new carpet tiles, new walk-off tiles, new rubber flooring tiles and vinyl base. Existing carpet shall be recycled. The existing vinyl base shall be removed under the painting contract and recycled by this contract. Work shall include the removal of materials specified, preparation of concrete floor as needed and the installation of new carpet and rubber flooring as indicated by the plans and specifications.

Unless specifically noted in the plans and specifications as work or materials by others, the contractor shall assume the responsibilities of work and materials for this contract. The Contractor shall furnish any apparatus, appliance, material, or labor that may be necessary to complete the work, in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed. The Contractor shall also coordinate work being done by others into the contract schedule. This includes but is not limited to work being done by other City agencies or other contractors.

SECTION 104.1 LANDS FOR WORK

Lands for work shall include all of the following:

- Existing building is located at 2033 Londonderry Dr., Madison, WI with building access from the parking lot. Building footprint is 8,191 square feet.
- Onsite storage will be very limited.
- Contractor parking on-site will be limited to two stalls. Off-site street parking is available.
- No tobacco product use is allowed on the Lands for Work.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

The contract documents are complimentary of each other and consist of all of the following:

- The City Standard Specifications for Public Works Construction, 2018 Edition, <http://www.cityofmadison.com/business/pw/specs.cfm>
- These Special Provisions
- All Addenda to the bidding documents.
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- Exhibit A: Bid Document Drawing dated August 16, 2018, PDF
- Exhibit B: Contractor Bid Checklist, PDF

SECTION 104.10 CLEANING UP

The Contractor shall be responsible for keeping the immediate area around the project limits and entry doors clean and free of construction materials and debris. The Contractor shall install temporary tarping as needed to keep all construction debris confined to the immediate project area.

SECTION 104.11 FINAL CLEANUP

The Contractor shall be responsible for final clean up of all areas affected by this contract before final contract closeout. Final clean up shall include but not be limited to the following:

- All existing carpet and vinyl trim has been removed from the project site and properly recycled. The contractor has given affidavits to the project manager as to how items were disposed of.
- All scraps, containers, and un-useable remnants have been properly recycled/disposed of.
- Provide two (2) unopened boxes each, for carpet tile, walkoff tile and rubber flooring tile. All attic stock to be inventoried and neatly located in an area designated by the project manager and provide inventory list to the project manager.

SECTION 105.5 INSPECTION OF WORK

The Contractor shall coordinate directly with any and all regulatory agencies having jurisdiction over the licensing, permitting, and inspection of work as described in the construction documents.

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

Any Contractor who identifies such a discrepancy after the bidding process and/or after contract signing shall immediately notify the City Project Manager in writing and request clarification on how to proceed.

If a conflict exists within the specifications or exists within the Drawings, the Contractor shall perform the work that most closely fits the City's intent of this contract.

SECTION 105.7 CONTRACT DOCUMENTS

The General Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Sub-contractors.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

1. The North District Police Station must remain operational at all times during the execution of this contract. In addition, a wall painting contract will be running concurrently with this flooring replacement contract.
 - a) MPD Staff shall be responsible for removing, boxing and transporting all personal and duty related materials to their assigned alternate workspace no later than 24 hours prior to their space being worked on. This shall include personal items; books, binders, and files located in desks and file storage furniture and other loose, small furnishings. All furniture shall be as light as possible prior to contractor starting the room/space. Staff shall not return to their assigned space until all contracted work has been completed, inspected, and approved.
 - b) The MPD North District Police Captain or other designated staff officer and Project Manager shall inspect each space upon completion and provide appropriate contractors with punch list items as needed. Contractor will clear all punch listed items prior to moving on to the next scheduled room/area. Once the room/area has been accepted staff may move back into their assigned spaces.

2. The final project scheduling shall be determined during the Joint Pre-Construction Meeting and shall be coordinated with the painting contract. Scheduling shall coordinate all MPD staff movement to/from spaces, carpet removal, painting, carpet replacement, and area/room inspections. Designated areas shall be completed before contractors can move on to the next area. MPD staff shall relocate to other available spaces on or off site during these contracts.
3. SPECIAL PROJECT REQUIREMENTS
 - a) All work must be performed during the hours of 7:00am and 4:00pm, Monday through Friday.
 - b) On-site workers will be required to pass criminal background checks. Contractors shall provide the following information for all workers and staff having access to the contract area during the duration of this contract; full name, date of birth, current address, current drivers license number (if any). This information shall be submitted to MPD on company letterhead at the pre-construction meeting. MPD shall be notified of additions to the original list at least 24 hours, excluding weekends and holidays, prior to personnel entering the contract area. Additional time may be required if problems are encountered.
 - c) All work must be performed under the full supervision of the Madison Police Department.

SECTION 105.13 ORDER OF COMPLETION

1. The Painting contractor shall be first through spaces designated for painting and shall do the following:
 - a) Move all furniture away from walls being painted and remove any existing vinyl base. Base shall be neatly consolidated for the Flooring Replacement contractor to collect and dispose of.
 - b) Painting Contractor shall then proceed with wall repairs, preparation, and painting.
2. The Flooring Replacement contractor shall follow through spaces after the Painting contractor and do the following:
 - a) Remove all existing carpet, dispose of existing carpet and vinyl base
 - b) Patch sub flooring as necessary
 - c) Install new carpet and vinyl base
 - d) Relocate furniture back on walls after spaces have been inspected
3. The Flooring Replacement contractor shall be responsible for the following in spaces not being painted:
 - a) Moving any furniture if applicable
 - b) Removing vinyl trim if applicable
 - c) All work described in Item 2 above

SECTION 105.16 GUARANTEE

The contractor shall guarantee the workmanship of the installation of the materials provided by the City of Madison for a period of one (1) year after completion of this contract.

SECTION 106.1 SOURCE OF SUPPLY AND QUALITY

The Contractor shall be responsible for all supplies and the materials required for an industry standard installation of these products. All required adhesives shall be low VOC type.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection and restoration of all new and existing work, including existing walkways from the designated building entrance to the work area, which shall remain free of dirt, mud, snow, spills, splatters and physical damage.

SECTION 108.2 PERMITS AND LICENSING

The Contractor shall be required to provide to apply, pay for and obtain all permits or licenses that may be required by these contract documents regardless of ordinance, statute, or other regulatory requirement.

The Contractor shall be responsible for any fines issued due to non-compliance with the project permits.

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is executed and the start work letter is received. It is anticipated that the Start Work letter will be issued on or about November 12, 2018. The contract, including punch

list completion shall be **COMPLETED NO LATER THAN January 31, 2019**. The City Project Manager shall schedule a combined Pre-Construction Meeting (Flooring Replacement contract and paint contract) at the site prior to mobilization. Attendees shall include MPD Staff, Flooring Replacement Contractor, Painting Contractor, any related sub-contractors, and Facility Management Staff.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed and liquidated damages for failure to complete Construction Closeout by the above specified date shall be **\$375.00** per calendar day for each calendar day in which the work remains incomplete.

NON STANDARD BID ITEMS

BID ITEM 90000 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building components; and turn-in of all deliverables as outlined in the plans and specifications.

METHOD OF MEASUREMENT: The BASE BID shall be measured as Lump Sum of the required construction and installations as described in the plans and specifications.

BASIS OF PAYMENT: The BASE BID shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90001 – ALTERNATE 1

DESCRIPTION: ALTERNATE NO. 1: Supply and install Walk-off Tile in lieu of Carpet Tiles as indicated on Exhibit A: Floor Plan – Flooring Replacement.

METHOD OF MEASUREMENT: The ALTERNATE NO. 1 shall be measured as Lump Sum of the required construction and installations described in the plans and specifications.

BASIS OF PAYMENT: The ALTERNATE NO. 1 shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

POINTS OF CONTACT

We ask all Contractors with questions and concerns regarding the bidding documents shall contact the City Project Manager by e-mail so we may properly log, track, and respond to all issues.

Reference Madison Police – North District Flooring Replacement, Contract 8245 in the subject line of all emails.

The City Project Manager for City Engineering, Facilities Management for this contract is:

Laura Amundson
City of Madison
PH: (608) 243-5892
Email: lamundson@cityofmadison.com



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

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

Deputy Division Manager
Kathleen M. Cryan

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

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

August 31, 2018

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 8245, PROJECT NO. 10954
MADISON POLICE – NORTH DISTRICT FLOORING REPLACEMENT**

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

BID OPENING:

REMOVE AND REPLACE PAGE A-1 OF SECTION A: ADVERTISEMENT FOR BID AND INSTRUCTION TO BIDDERS with the attached page A-1 (Rev 08/31/2018). The Bid submission deadline has been extended.

SPECIAL PROVISIONS:

Replace: SECTION 103.2

AWARD OF CONTRACT

This bid consists of a BASE BID (Bid Item 90000) and two (2) ALTERNATE BID ITEMS (Bid Item 90001 & Bid Item 90002). The Contractor must completely fill in the LUMP SUM for the BASE BID and the LUMP SUM for each of the (2) ALTERNATE BID items.

The contract shall be awarded to the lowest bidding contractor in the following manner:

1. The City will establish a Construction Budget Dollar Value for the overall project.
2. The City will award the contract based on the sub totals of the BASE BID plus ALTERNATES in sequential order until the sub total exceeds the predetermined Construction Budget Dollar Value.
3. If no responsible bidder submits a BASE BID plus ALTERNATES that is below the Construction Budget dollar value, the City will award the contract based on the BASE BID only.

The City shall have the right to proceed or not proceed with any ALTERNATE regardless of how the bid was awarded. The City shall have the right to reject all bids regardless of the value of the bids submitted.

Replace: SECTION 103.3

EXECUTION OF CONTRACT AND BOND

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 p.m. on Friday, October 05, 2018**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than Wednesday, October 03, 2018.

Replace: SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is executed and the start work letter is received. It is anticipated that the Start Work letter will be issued on or about October 29, 2018. The contract, including punch list completion shall be **COMPLETED NO LATER THAN January 31, 2019**. The City Project Manager shall schedule a combined Pre-Construction Meeting (Flooring Replacement contract and paint contract) at the site prior to mobilization. Attendees shall include MPD Staff, Flooring Replacement Contractor, Painting Contractor, any related sub-contractors, and Facility Management Staff.

NON STANDARD BID ITEMS:

Add: BID ITEM 90002 – ALTERNATE 2

DESCRIPTION: ALTERNATE NO. 2: Supply and install Carpet Tile and Base in Conference Rm 104 as indicated on the revised Exhibit A: Floor Plan – Flooring Replacement, dated August 30, 2018.

METHOD OF MEASUREMENT: The ALTERNATE NO. 2 shall be measured as Lump Sum of the required construction and installations described in the plans and specifications.

BASIS OF PAYMENT: The ALTERNATE NO. 2 shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

GENERAL QUESTIONS AND ANSWERS:

Q1: How should the flooring replacement be handled at the dishwasher in the Breakroom?

A1: The dishwasher will not be removed. Please cut and remove the existing carpet back as far as possible under the dishwasher and butt the new rubber flooring into the existing carpet. Provide a section of base in front of the dishwasher that is pieced to allow for future removal of the base and the dishwasher if needed.

Q2: How will we know where to properly locate furniture if the painting contract moves it and we replace it?

A2: Police staff will take pictures and help direct furniture replacement.

Q3: Section 104.11 Final Cleanup references requiring affidavits to the project manager regarding the proper disposal of existing carpet and base. What is required?

A3: Please provide copies of disposal receipts. If disposal will take place after project completion, please provide a signed statement of proper disposal with designated recycling company on company letterhead.

Q4: Is this daytime work only?

A4: Yes. Work hours are Monday-Friday, 7:00 a.m. to 4:00 p.m. There is low staff usage at most times of the day.

Q5: What is the availability of the locker rooms for scheduling work?

A5: There are multiple shift changes during the day where locker rooms will be needed by staff for periods of 15-20 minutes. In general, the locker rooms have approximately four hour blocks of time where staff will not need to use them.

ACCEPTABLE EQUIVALENTS:

This section not used.

August 30, 2018

Page 3

DRAWINGS:

REMOVE AND REPLACE EXHIBIT A – FLOOR PLAN – FLOORING REPLACEMENT with the attached EXHIBIT A – FLOOR PLAN – FLOORING REPLACEMENT, revised and dated August 30, 2018

PROPOSAL:

REMOVE AND REPLACE SECTION B – PROPOSAL PAGE with the attached SECTION B – PROPOSAL PAGE with Item 90002, Alternate No. 2 added.

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

Electronic version of these documents can be found on the bid Express website at:

<http://www.bidexpress.com>

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

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is stylized with large, flowing loops.

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

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:	MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT
CONTRACT NO.:	8245
BID BOND	5%
PRE BID SITE WALKTHROUGH (10:00 A.M.)	WEDNESDAY, AUGUST 22, 2018
BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS (4:00 P.M.)	MONDAY, AUGUST 27, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY, SEPTEMBER 13, 2018
BID SUBMISSION (2:00 P.M.)	THURSDAY, SEPTEMBER 20, 2018
BID OPEN (2:30 P.M.)	THURSDAY, SEPTEMBER 20, 2018
PUBLISHED IN WSJ	AUGUST 16, 23 & 30, 2018

PRE-BID WALKTHROUGH: A pre-bid walkthrough of the site will be conducted and all bidding contractors are encouraged to attend. The meeting will be held at 10:00 a.m. Wednesday, August 22, 2018 at 2033 Londonderry Drive, Madison, WI. Please meet in the front lobby. Questions will be answered in written format via addendum to the contract.

BIDDER QUESTIONS AND CLARIFICATIONS

If needed, City Staff shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager. Responses that change the contract scope and/or schedule will be published by the City of Madison in the form of a bidding addendum.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference Madison Police-North District Flooring Replacement, Contract 8245.

The deadline for receiving all questions, clarifications, and requests for substitutions shall be as indicated in the schedule table above. No additional questions, clarifications, or requests for substitutions will be received after this deadline.

PREQUALIFICATION APPLICATION: Forms are available at the same location or 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 - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website,

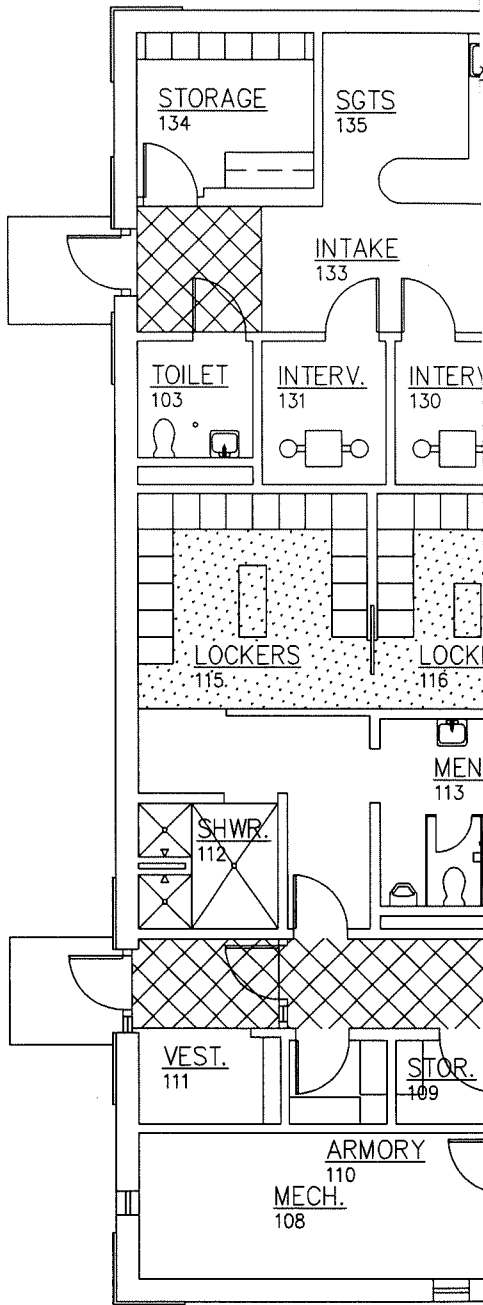
EXHIBIT "A"

GENERAL NOTES:



DRAWN BY:
ENLKA
DATE: 08/16/2018
REVISED: 08/30/18

Revision



VINYL COVE BASE TO BE JOHNSONITE,
4" HIGH X $\frac{1}{8}$ " THICK; COLOR 167 FUDGE

BASE BID FLOORING TYPES KEY:

EXISTING FLOOR - NO CHANGE

CARPET TILES:
TANDUS DIVIDE 03863 24"x24"
COLOR: 79008 BOROUGH
QUARTER TURN PATTERN

WALKOFF TILE:
MOHAWK 24"x24"
STEP UP II/GT311; 859 WALNUT
QUARTER TURN PATTERN

BASE BID:
TANDUS DIVIDE 03863 24"x24"
COLOR: 79008 BOROUGH
QUARTER TURN PATTERN

ALTERNATE 1:
WALKOFF TILE: MOHAWK 24"x24"
STEP UP II/GT311, 859 WALNUT
QUARTER TURN PATTERN

RUBBER FLOOR TILES
NORA SYSTEMS 39.53" X 39.53"
NORAMENT GRANO
COLOR: TO BE DETERMINED FROM
STANDARD COLORS

BASE BID: NO FLOORING
REPLACEMENT IN CONFERENCE RM 104

ALTERNATE 2:
TANDUS DIVIDE 03863 24"x24"
COLOR: 79008 BOROUGH
QUARTER TURN PATTERN

CITY OF MADISON POLICE-NORTH DISTRICT
FLOORING REPLACEMENT - CONTRACT #8245
2033 LONDONDERRY DR., MADISON, WI

FLOOR PLAN-FL
NOT TO SCALE

SHT
01
OF
01

EXHIBIT "A"








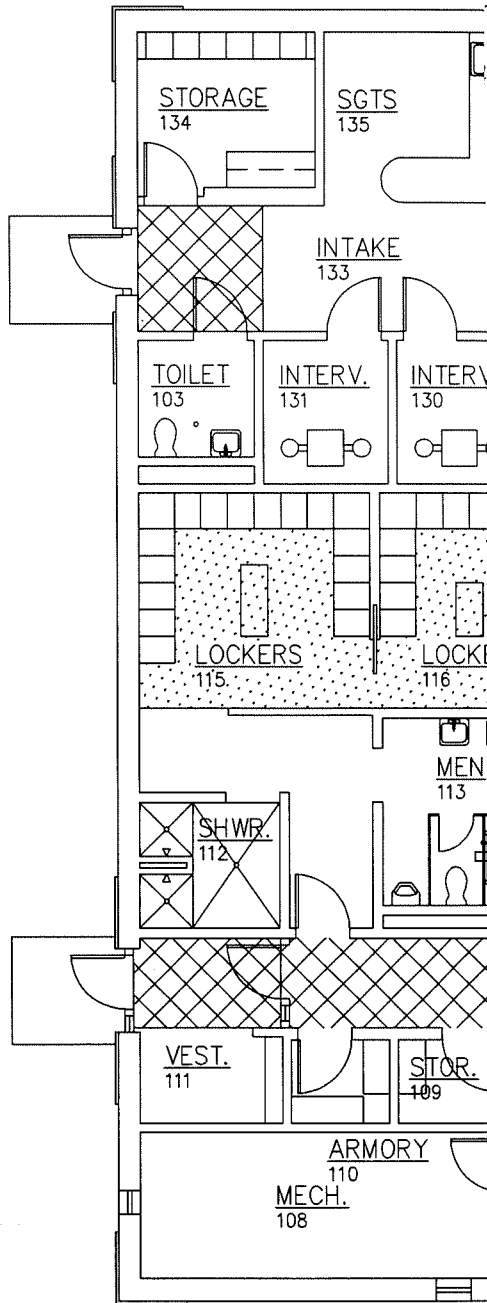
ORIGINAL

GENERAL NOTES:

VINYL COVE BASE TO BE JOHNSONITE,
4" HIGH X 1/8" THICK; COLOR 167 FUDGE

BASE BID FLOORING TYPES KEY:

-  EXISTING FLOOR - NO CHANGE
-  CARPET TILES:
TANDUS DIVIDE 03863 24"X24"
COLOR: 79008 BOROUGH
QUARTER TURN PATTERN
-  WALKOFF TILE:
MOHAWK 24"X24"
STEP UP II/GT311; 859 WALNUT
QUARTER TURN PATTERN
-  BASE BID:
TANDUS DIVIDE 03863 24"X24"
COLOR: 79008 BOROUGH
QUARTER TURN PATTERN
- ALTERNATE 1:
WALKOFF TILE: MOHAWK 24"X24"
STEP UP II/GT311, 859 WALNUT
QUARTER TURN PATTERN
-  RUBBER FLOOR TILES
NORA SYSTEMS 39.53" X 39.53"
NORAMENT GRANO
COLOR: TO BE DETERMINED FROM
STANDARD COLORS



FLOOR PLAN-FLC
NOT TO SCALE

DRAWN BY:
ENLKA
DATE: 08/16/2018
REVISED:

CITY OF MADISON POLICE-NORTH DISTRICT
FLOORING REPLACEMENT - CONTRACT #8245
2033 LONDONDERRY DR., MADISON, WI


SHT
01
OF
01

SECTION E: BIDDERS ACKNOWLEDGEMENT

**MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT
CONTRACT NO. 8245**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Sergianian's Floor Coverings, Inc. (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 MADISON State of WISCONSIN; 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.

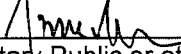


SIGNATURE

ADMINISTRATOR

TITLE, IF ANY

Sworn and subscribed to before me this
5 day of September, 2018.



(Notary Public or other officer authorized to administer oaths)

My Commission Expires 12/18/20

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

SECTION F: BEST VALUE CONTRACTING

MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT CONTRACT NO. 8245

Best Value Contracting

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

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

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

**MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT
CONTRACT NO. 8245**

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 & FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER & DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER & WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER & FINISHER
- TELECOMMUNICATIONS (VOICE, DATA & VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT

CONTRACT NO. 8245

DATE: 9/20/18

**Sergenian's Flooring
Coverings, Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
90000 - BASE BID: Madison Police - North District Flooring Replacement - Lump Sum	1.00	\$41,200.00	\$41,200.00
Section B: Alternate No. 1			
90001 - ADD ALTERNATE NO. 1: SUPPLY AND INSTALL WALK-OFF TILE IN LIEU OF CARPET TILES AS INDICATED ON EXHIBIT A: FLOOR PLAN - FLOORING REPLACEMENT - LUMP SUM	1.00	\$2,100.00	\$2,100.00
Section B: Proposal Page: Alternate 2			
90002 - ADD ALTERNATE NO. 2: SUPPLY AND INSTALL CARPET TILES and BASE IN CONFERENCE RM 104 AS INDICATED ON EXHIBIT A: FLOOR PLAN-FLOORING REPLACEMENT - LUMP SUM	1.00	\$2,950.00	\$2,950.00
3 Items	Totals		\$46,250.00

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:

MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT CONTRACT NO. 8245

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

Sergenian's Floor Coverings, Inc.
Name of Principal

By

Name and Title

Date

9/6/18

Seal SURETY

Hudson Insurance Company
Name of Surety

By

Trudy A. Szalewski, Attorney-in-fact
Name and Title

Date

9/6/2018

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 6502661 for the year 2018, 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.

9/6/2018
Date

Agent Signature

Trudy A. Szalewski

10700 Research Drive - #450
Address

Milwaukee, WI 53226
City, State and Zip Code

414-225-5394
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.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Trudy A. Szalewski, Brian L. Krause
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 30th day of November, 20 17 at New York, New York.



Dina Daskalakis
Attest.....

Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone, Senior Vice President

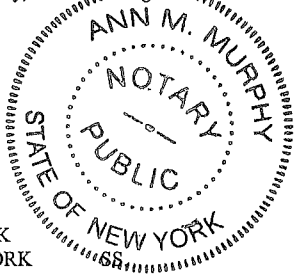
Michael P. Cifone

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 30th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

(Notarial Seal)



STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



In witness whereof, I have signed my hand and the seal of said Company this 6th day of Sept., 20 18.

By.....
Dina Daskalakis, Corporate Secretary

Dina Daskalakis

SECTION H: AGREEMENT

THIS AGREEMENT made this 3d day of October in the year Two Thousand and Eighteen between SERGENIAN'S FLOOR COVERINGS, INC. 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 OCTOBER 2, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT CONTRACT NO. 8245

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 FORTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$46,250.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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.

MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT
CONTRACT NO. 8245

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:

SERGENIAN'S FLOOR COVERINGS, INC.

[Signature] 10-3-18
Witness Date
[Signature] 10-3-18
Witness Date

Company Name
[Signature] 10/3/18
President Date
[Signature] 10/3/18
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 24th day of October, 2018

[Signature]
Witness

[Signature] 24 Oct 2018
Mayor Date

[Signature]
Witness

[Signature] 10-9-2018
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SERGENIAN'S FLOOR COVERINGS, INC. as principal, and Hudson Insurance Company of New York as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FORTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$46,250.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

MADISON POLICE NORTH DISTRICT FLOORING REPLACEMENT
CONTRACT NO. 8245

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 3rd day of October, 2018

Countersigned:

SERGENIAN'S FLOOR COVERINGS, INC.
Company Name (Principal)

Witness [Signature]
Secretary [Signature]

[Signature]
President Seal

Approved as to form:

Hudson Insurance Company
Surety Seal
 Salary Employee Commission

[Signature]
for City Attorney

By [Signature]
Attorney-in-Fact Roxanne L. Jensen

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 9042226 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

10/3/2018
Date

[Signature]
Agent Signature



HGMW-10-199-0468

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kelly L. Cody, Roxanne L. Jensen, Christopher Knowlton Hovden
of the state of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested on this 6th day of March, 2018 at New York, New York.



HUDSON INSURANCE COMPANY

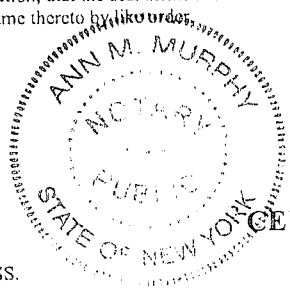
By: [Signature] Michael P. Cifone Senior Vice President

Attest: [Signature] Dina Daskalakis Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 6th day of March, 2018 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature] ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2021

STATE OF NEW YORK COUNTY OF NEW YORK SS.

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of October, 2018.



By: [Signature] Dina Daskalakis, Corporate Secretary

Contract Routing Form

printed on: 10/08/2018

ROUTING: Routine

Contract between: Sergenian's Floor Covering, INC
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Madison Police North District Flooring Replacement

Contract No.: 8245 File No.: 53192
Enactment No.: RES-17-00719 Enactment Date: 10/05/2018
Dollar Amount: 49,950.00

(Please DATE before routing)

Signatures Required Date Received Date Signed

City Clerk		
Director of Civil Rights		
Risk Manager		
Finance Director		
City Attorney		
Mayor		

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

Original + 2 Copies

