

# Contract Routing Form

ROUTING: Routine

printed on: 04/24/2017

Contract between: American Pavement Solutions, Inc.  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Repairing & Sealing Pavement Cracks, Major Streets - 2017

Contract No.: 7900  
Enactment No.: RES-17-00326  
Dollar Amount: 87,760.00

File No.: 46672  
Enactment Date: 04/19/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4.24.17	4/24/17
Director of Civil Rights	4.24.17	4.26.17 FNS
Risk Manager	4.27.17	4/27/17 RN
Finance Director	4.27.17	4/27/17 MCR
City Attorney	524 4-28-17	5-1-17
Mayor	5.01.17	5.01.17

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

Original + 2 Copies

04/24/2017 10:51:50 enjls - Steve Sonntag 267-1997

Dis Rights: OK / N/A / Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: 87,760  
AA Plan: APPROVED  
Amendment / Addendum # N/A  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW / Goal / Loan / Agrmt



# City of Madison

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

## Legislation Details (With Text)

**File #:** 46672      **Version:** 1      **Name:** Awarding Public Works Contract No. 7900, Repairing & Sealing Pavement Cracks, Major Streets - 2017.

**Type:** Resolution      **Status:** Passed

**File created:** 3/29/2017      **In control:** BOARD OF PUBLIC WORKS

**On agenda:** 4/18/2017      **Final action:** 4/18/2017

**Enactment date:** 4/19/2017      **Enactment #:** RES-17-00326

**Title:** Awarding Public Works Contract No. 7900, Repairing & Sealing Pavement Cracks, Major Streets - 2017.

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 7900.pdf

Date	Ver.	Action By	Action	Result
4/18/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/5/2017	1	BOARD OF PUBLIC WORKS		
3/29/2017	1	Engineering Division	Refer	

In the adopted 2017 capital budget Engineering-Major Streets has budgeted \$10.29 million for the resurfacing of existing streets via the Pavement Management capital program (MUNIS 10540). The minor project for the 2017 crack repair and chip seal costs is sufficiently budgeted (MUNIS 11463). Funding is provided by GO borrowing. The proposed resolution awards the contract for the City's major street chip seal work at total estimated cost of \$90,390.

MUNIS  
11463-402-200

Awarding Public Works Contract No. 7900, Repairing & Sealing Pavement Cracks, Major Streets - 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. 7900) for itemization of bids.

SJR

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7900  
REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017

AMERICAN PAVEMENT SOLUTIONS, INC.

\$87,760.00

Acct. No. 11463-402-200:54410 (91396)  
Contingency 3%±

\$87,760.00  
2,630.00

GRAND TOTAL

\$90,390.00

Name: CHAMBERS, THOMAS O

NPN: 370531

Domicile State: Wisconsin

Domicile Country: United States

Resident? Yes

Business Address: UNION GROVE, WI 531829314

Company Name

Massachusetts Bay Insurance Company

Massachusetts Bay Insurance Company

Hudson Insurance Company

Hudson Insurance Company

FEIN	NAIC CoCode	License Type	Line of Authority	Appointment Date	Appointment Effective Date	Appointment Expiration Date
04-2217600	22306	Intermediary (Agent) Individual	Casualty	2/9/1996	3/1/2017	2/28/2018
04-2217600	22306	Intermediary (Agent) Individual	Property	2/9/1996	3/1/2017	2/28/2018
13-5150451	25054	Intermediary (Agent) Individual	Casualty	3/4/2010	3/1/2017	2/28/2018
13-5150451	25054	Intermediary (Agent) Individual	Property	3/4/2010	3/1/2017	2/28/2018



\$87,760.00  
FILE

BID OF AMERICAN PAVEMENT SOLUTIONS, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017

CONTRACT NO. 7900

MUNIS NO. 11463

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 18, 2017

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017  
CONTRACT NO. 7900**

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EXHIBIT AVAILABLE IN BID EXPRESS:	
EXHIBIT A: CITY OF MADISON 2017 MAP	

This Proposal, and Agreement have  
been prepared by:

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



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

RFP: ss

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

### REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017
CONTRACT NO.:	7900
SBE GOAL	3%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	MARCH 17, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	MARCH 22, 2017
BID SUBMISSION (1:00 P.M.)	MARCH 29, 2017
BID OPEN (1:30 P.M.)	MARCH 29, 2017
PUBLISHED IN WSJ	MARCH 10, 17, & 24, 2017

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](http://www.cityofmadison.com/business/pw/forms.cfm). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

#### SECTION 102.4 PROPOSAL

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

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

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.<sup>1</sup>

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

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

#### 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](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.  
6 ☐ Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture  
7 ☐ Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)  
8 ☐ State of Wisconsin Master Plumbers License.



## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

#### **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](http://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](http://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

### REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017 CONTRACT NO. 7900

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).

#### ARTICLE 104 SCOPE OF WORK

The work under this contract consists of routing, street sweeping, cleaning and sealing existing longitudinal and transverse pavement cracks with sealant material and spray patching any cracks or potholes that are beyond the scope of crack sealing. Any street segment labeled with an **Asterisk (\*)** on the proposal pages **shall** require spray patching or approved equal.

The contractor shall be responsible for all street sweeping and removal of debris. All crack-sealed streets (including sidewalks and driveways) shall be swept clean of all debris created from the routing of cracks within twenty-four (24) hours of being sealed.

In the Isthmus area (aldermanic districts 2,4,5,6,13) there are 2 days during the week where there is no parking on one half the street from 8am to 12:00pm for street sweeping. The contractor shall not post "NO PARKING SIGNS" during this time for the crack sealing operations. Where there are parking restrictions in the isthmus area the contractor shall not post all the streets in one area at a time. Due to the parking restrictions, the contractor shall only post parallel streets or perpendicular streets to allow for parking on the other, during the crack sealing operations.

#### SECTION 104.6 DECREASED OR DELETED ITEMS

The City of Madison reserves the right to delete any street segment they deem necessary. Such deletion shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

#### SECTION 107.7 MAINTENANCE OF TRAFFIC

All traffic control shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit a schedule of work to the office of the City Traffic Engineer, a minimum of 48 hours prior to the start of work on this project.

Streets shall remain open to traffic at all times. This will require the use of properly equipped flag persons. On multi lane roadways, lane closures are permitted, using the traffic control as established by the MUTCD. **Electronic arrow boards are required for the closure of ALL traffic lanes.**

The Contractor may remove parking within the construction limits between the hours of 7:00 a.m. and 6:00 p.m. to facilitate construction on this project. Removal of parking between the hours of 6:00 p.m. and 7:00 a.m. is subject to approval City Traffic Engineering. The city will supply the contractor with the no parking signs. Please see the "Posting for Temporary Parking Restrictions" contained in these special provisions.

If a street is posted with no parking signs and no work has occurred within 4 days of the posting. The Contractor **WILL** be required to remove the no parking posting, restore parking and repost the street for sealing at a later date.

The Contractor shall provide pedestrian access that is Handicap Accessible across each intersection at all times.

Access to adjacent properties shall be maintained at all times.

The City will be reconstructing Carroll Street, Mifflin Street and Pinckney Street around the Capitol square this year. The Contractor shall not crack seal streets within 1 mile of this area until after the project is complete which is schedule for August 15<sup>th</sup>, 2016.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hour.

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

## **SECTION 109.2      PROSECUTION OF THE WORK**

Work shall begin only after the start work letter is received. The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

The contractor must consult the Engineer about the proposed schedule for the work to be done under this contract, to assure there will not be any conflicts with other city projects. Each time, work is resumed; the Contractor shall notify the Engineer at least seventy-two (72) hours in advance of beginning work. During periods of work, the Contractor shall provide the Engineer a schedule of the work such that the Engineer is able to inspect the daily progress of the contract, and allow the Engineer to alter the contractors schedule to avoid potential conflicts with other city projects.

## **SECTION 109.7      TIME OF COMPLETION**

The Contractor shall complete all work specified in this contract on or before **October 15, 2017.**

## **ARTICLE 406      PAVEMENT CRACK SEALING**

### **SECTION 406.1      MATERIALS FOR PAVEMENT CRACK SEALING**

Crack sealing materials shall be a high performance specification petroleum based polymeric hot pour sealant. The sealant shall meet or exceed the requirements of ASTM D6690 (formerly ASTM D3405). Each batch of cracked filling materials delivered to the job site shall be accompanied by the manufacturer's certification stating that the material meets the requirements of the specification.

In order to conserve material in large cracks, the Contractor may insert a closed cell backer rod material or other material approved by the Engineer.



## **SECTION 406.2**

### **PREPARATION OF THE CRACK SEALING MIXTURES**

The Contractor shall deliver to the Engineer the manufacturer's literature and instructions dealing with the preparation and installation of the crack sealing material to be installed. The preparation, handling, and installation and clean up of the crack sealing materials shall be in accordance with the manufacturer's specifications. It shall be the Contractor's responsibility to remove and dispose of all containers used to transport the crack sealing mixture.

## **SECTION 406.3**

### **INSTALLATION OF CRACK SEALING**

#### **SECTION 406.3(A)**

##### **GENERAL**

This work consists of routing, cleaning, street sweeping, preparing and filling pavement cracks 1/8" or wider in existing bituminous pavements. The Contractor shall provide a petroleum based crack sealant in accordance with the specifications for the work. Following these Special Provisions is a list of those streets proposed for crack sealing as a part of this contract. The Contractor will not be required to seal the existing edge of gutter joint unless specified in the list of street segments.

#### **SECTION 406.3(B)**

##### **PERSONNEL**

The Contractor's personnel shall be experienced in crack sealing work and shall be knowledgeable regarding the material and equipment to be used for crack sealing.

#### **SECTION 406.3(C)**

##### **EQUIPMENT**

The Contractor shall furnish all equipment necessary to complete the routing, cleaning, street sweeping, preparing and sealing of cracks promptly and in accordance with the requirements specified. The equipment required for this operation shall include but not limited to:

1. High pressure air equipment capable of developing 100 lbs. per square inch air pressure and capable of blowing sand and other foreign material from the crack.
2. Air chisel or hand tools, which can remove loose or spalled material adjacent to the cracks.
3. A pressure distributor for applying the crack sealing material in accordance with the manufacturer's instructions.
4. Hot air lance to remove moisture.

#### **SECTION 406.3(D)**

##### **PREPARATION OF THE CRACKS**

The cracks shall be routed to a minimum width of 3/4 inch (1 inch maximum) and a minimum depth of 3/4 inch (1 inch maximum).

In those instances of cracks which have been previously sealed and for which the sealant has failed, the Contractor shall remove the sealant from the crack.

The crack shall be cleaned using high pressured air equipment and broken or spalled material which is unable to be removed by high pressured air shall be removed using an air chisel or hand tool. All vegetation and loose material shall be removed from the cracks.

**The contractor shall be responsible for all street sweeping and removal of debris. All crack-sealed streets (including sidewalks and driveways) shall be swept clean of all debris created from the routing of cracks within twenty-four (24) hours of being sealed.**

In wide cracks, the Contractor may insert a closed cell backer rod material, or other material approved by the Engineer in the bottom of the crack in order to reduce the amount of seal material required. However, the Engineer may require depth of sealant equal to 1.5 times the width of the crack.

#### **SECTION 406.3(E)      INSTALLATION OF SEALANT**

Crack sealant shall be prepared and applied per the manufacturer's recommendation. Immediately prior to filling, the crack shall be cleared of all loose material, dirt and vegetation with compressed air at a minimum pressure of 100 lbs. per square inch (psi). Debris is to be blown out in a manor so that the fresh sealant is not contaminated. The cracks shall be dry prior to filling. The Contractor may either allow the crack to dry by the air or through the use of a hot air lance.

A sealant overband of 1 to 2-inch wide is required on each side of the routed crack with a maximum of 1/8-inch thickness. At locations where the overband exceeds these limits the Contractor will be required to remove the sealant and replace it at their own expense.

At locations where the crack sealant settles in the crack opening more than 1/4" below the pavement surface, the Contractor will remove the sealant and replace it at their own expense.

The Contractor shall not allow traffic on the road until the sealant has properly set up and no danger of damage to sealant exists. The Contractor shall use traffic barriers or flagmen to prevent the tracking of uncured material. The Contractor may dust the newly sealed cracks with sand or other approved material when a proper cure time on the sealant is not attainable.

#### **ARTICLE 407      SPRAY PATCHING**

##### **SECTION 407.1      GENERAL**

**ALL** street segment labeled with an **Asterisk (\*)** on the proposal pages **shall** require spray patching or approved equal.

This work shall consist of repairing transverse and longitudinal cracks, alligator cracks, or potholes that cannot be repaired by crack sealing. The Contractor shall clean the area to be spray patched of all rock, dirt, sand, vegetation or other objectionable material, apply a tack material, fill the void with oil coated chips or other approved material and compact the mix if deemed necessary by the Engineer.

Potholes, alligator cracks or other surface defects that are contiguous with the cracks are considered to be crack related and are to be repaired by spray patching. If there are questions about the area to be repaired consult the Engineer.

#### **MEASUREMENT AND PAYMENT**

The Contractor shall bid each Street segment in the contract individually, based on price to properly crack seal and spray patch that specific segment according to the conditions provided in this contract. Each segment will be bid as a "lump sum" price.

Crack sealing, and spray patching will be paid for at the Contractors bid price per street segment. Which price shall be full compensation for furnishing; heating, unloading, hauling, and for applying the crack sealing material; for the routing, cleaning of the cracks, street sweeping; for the filling of any wide cracks with a closed cell fill material or infrared patching of any crack or pothole that cannot be crack sealed; and for all labor, tools, equipment, and incidental necessary to complete the work as provided in the contract.





Madison Police Department  
Parking Enforcement  
Phone: (608) 266-4622  
[www.cityofmadison.com/police](http://www.cityofmadison.com/police)



City of Madison Parking Utility  
215 Martin Luther King Blvd, Suite 100  
Madison, WI 53703  
Phone: (608) 266-4761  
[www.cityofmadison.com/parking](http://www.cityofmadison.com/parking)

# Posting for Temporary Parking Restrictions

## Instructions

1. Partial & full block postings: signs every 50-60 feet.  
Single address postings: signs at the boundaries of your property.
2. Signs **must** be 3-4 feet off the ground, facing oncoming traffic, and perpendicular to the street.
3. Signs should be placed within 3 feet of the curb.
4. **Call (608) 266-4622** (Monday - Friday before 3pm) for signs to be checked.  
Signs must be approved 48 hours in advance before enforcement can be taken.
5. Changes to your No Parking signs (dates) **must be updated through Parking Utility** and the signs will need to be rechecked.
6. You are responsible for removing your temporary posting signs and uncovering any signs that were covered.



## Things to Remember

1. Signs may not be attached to trees or electrical poles & cannot be blocked by trees, bushes, poles, etc.
2. **Signs must be securely fastened** to the stake & secure in the ground.

## Who to Call for Enforcement

If a vehicle is parked in your approved posted area, **contact dispatch at (608) 266-4275.**





## SECTION E: BIDDERS ACKNOWLEDGEMENT

### CONTRACT TITLE REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017

CONTRACT NO. 7900

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 - 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. 7900 through 7900 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
*(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of AMERICAN PAVEMENT SOLUTIONS, 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 GREEN BAY 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.

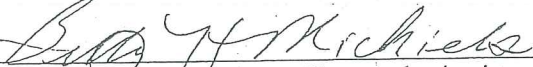
SIGNATURE

TIMOTHY D. HELSTAD

PRESIDENT

TITLE, IF ANY

Sworn and subscribed to before me this 29TH day of MARCH, 2017



(Notary Public or other officer authorized to administer oaths)

My Commission Expires 08/14/2020

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

Contract 7900, American Pavement Solutions, Inc.

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.

N/A

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. 7900

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:	AMERICAN PAVEMENT SOLUTIONS, INC.
Address:	1455 GRUBER RD., P.O. BOX 13007, GREEN BAY, WI 54307-3007
Telephone Number:	(920) 662-9662
Fax Number:	(920) 662-9655
Contact Person/Title:	TIMOTHY D. HELSTAD, PRESIDENT

Prime Bidder Certification

Name:	TIMOTHY D. HELSTAD
Title:	PRESIDENT
Company:	AMERICAN PAVEMENT SOLUTIONS, INC.

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 Betty H. Michiels

  
Bidder's Signature Timothy D. Helstad  
President

March 29, 2017  
Date



## Small Business Enterprise Compliance Report

SBE Subcontractors Who Are NOT Suppliers

SBE Subcontractors Who Are Suppliers

Subtotal Contractors who are suppliers: \_\_\_\_\_ % x 0.6 = \_\_\_\_\_ % (discounted to 60%)

C-7

# REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017

CONTRACT NO. 7900

DATE: 3/29/17

American Pavement  
Solutions, Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
1 - HIGHLAND AVE : REGENT ST - CAMPUS DR RAMPS (WB) - LUMP SUM	1.00	\$1,875.00	\$1,875.00
2 - BEAR CLAW WAY : MINERAL POINT RD - BRADER WAY - LUMP SUM	1.00	\$525.00	\$525.00
3 - BRADER WAY : BEAR CLAW WAY - 276 FT W TO END - LUMP SUM	1.00	\$2,400.00	\$2,400.00
4 - *D'ONOFRIO DR : MINERAL POINT RD - S HIGH POINT RD - LUMP SUM	1.00	\$6,690.00	\$6,690.00
5 - ELDERBERRY RD : 509 FT E OF FARGO TRL - 151 FT W OF LITTLE BEAR DR - LUMP SUM	1.00	\$1,485.00	\$1,485.00
6 - ELDERBERRY RD : 132 FT E OF SAMUEL DR - N PLEASANT VIEW RD - LUMP SUM	1.00	\$150.00	\$150.00
7 - GANSER WAY : D'ONOFRIO DR - MINERAL POINT RD - LUMP SUM	1.00	\$705.00	\$705.00
8 - OLD SAUK RD : W BELTLINE HWY - EXCELSIOR DR - LUMP SUM	1.00	\$4,500.00	\$4,500.00
9 - *S HIGH POINT RD : TREE LN - D'ONOFRIO DR - LUMP SUM	1.00	\$11,640.00	\$11,640.00
10 - *TREE LN : S WESTFIELD RD - MINERAL POINT RD - LUMP SUM	1.00	\$18,720.00	\$18,720.00
11 - VERITAS DR : MINERAL POINT RD - WILRICH ST - LUMP SUM	1.00	\$1,387.50	\$1,387.50
12 - WEST TOWNE WAY : E END - D'ONOFRIO DR - LUMP SUM	1.00	\$435.00	\$435.00
13 - ZOR SHRINE PL : WEST TOWNE WAY - S END - LUMP SUM	1.00	\$1,005.00	\$1,005.00
14 - REGENT ST : S MIDVALE BLVD - S WHITNEY WAY - LUMP SUM	1.00	\$6,375.00	\$6,375.00
15 - S MIDVALE BLVD : FELTON PL - AMES ST - LUMP SUM	1.00	\$6,495.00	\$6,495.00
16 - DEMPSEY RD : MILWAUKEE ST - ANCHOR DR - LUMP SUM	1.00	\$1,668.00	\$1,668.00
17 - HANSON RD : N STOUGHTON RD - MANUFACTURERS DR - LUMP SUM	1.00	\$607.50	\$607.50
18 - HOEPKER RD : N STOUGHTON RD (NB) - 328 FT W OF RONALD REAGAN AVE - LUMP SUM	1.00	\$585.00	\$585.00
19 - PORTAGE RD : EASTPARK BLVD ROUNDABOUT - 446 FT N OF ROUNDABOUT - LUMP SUM	1.00	\$412.00	\$412.00
20 - INNER DR : SOUTH HILL DR - N YELLOWSTONE DR - LUMP SUM	1.00	\$6,750.00	\$6,750.00
21 - N GAMMON RD : COLONY DR - 547 FT N OF MIDDLETON ST - LUMP SUM	1.00	\$6,875.00	\$6,875.00
22 - OLD SAUK RD : OLD MIDDLETON RD - N GAMMON RD - LUMP SUM	1.00	\$5,200.00	\$5,200.00
23 - S GAMMON RD : COLONY DR - TREE LN - LUMP SUM	1.00	\$1,275.00	\$1,275.00
23 Items	Totals		\$87,760.00

## 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:

### **REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017 CONTRACT NO. 7900**

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.

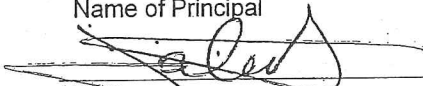


IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

Seal      PRINCIPAL

American Pavement Solutions, Inc.

Name of Principal



By

March 29, 2017

Date

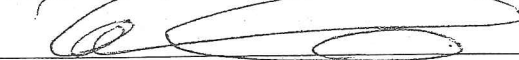
Timothy D. Helstad, Pres.

Name and Title

Seal      SURETY

Hudson Insurance Company

Name of Surety



By

March 29, 2017

Date

Thomas Chambers, 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. 370531 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.

March 29, 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.



## 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

Thomas Chambers and Todd Schaap, each of the State of Wisconsin, and  
Todd Kramer of the State of Iowa

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.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 23rd day of May, 2016 at New York, New York.



Dina Daskalakis  
Corporate Secretary

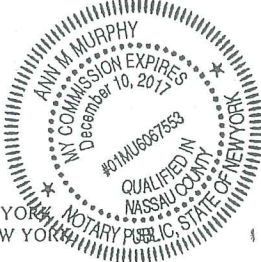
HUDSON INSURANCE COMPANY

By   
Christopher T. Suarez  
Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 23rd day of May, 2016 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive 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)



ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2017

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 27<sup>th</sup>, 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.

Witness the hand of the undersigned and the seal of said Corporation this 29th day of March, 2017.



By   
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN )

COUNTY OF Kenosha )

ON THIS 29th day of March, 2017,

before me, a notary public, within and for said County and State, personally appeared \_\_\_\_  
Thomas Chambers to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Hudson Insurance Company, a corporation  
of Delaware, created, organized and existing under and  
by virtue of the laws of the State of Delaware; 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 Thomas Chambers 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





## SECTION H: AGREEMENT

THIS AGREEMENT made this 19 day of April in the year Two Thousand and Seventeen between AMERICAN PAVEMENT SOLUTIONS, 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 APRIL 18, 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:

### REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017 CONTRACT NO. 7900

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 EIGHTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY AND NO/100 (\$87,760.00) 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, qualifications and application procedures

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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



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

#### Article VIII

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

#### Article IX

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

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.

**REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017  
CONTRACT NO. 7900**

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:

Betty H. Michiels 04/12/2017  
Witness BETTY H. MICHELIS Date  
Derek L. Putz 04/12/2017  
Witness DEREK L. PUTZ Date

AMERICAN PAVEMENT SOLUTIONS, INC.

Company Name

Timothy D. Helstad 04/12/2017  
President TIMOTHY D. HELSTAD Date  
Robert J. Burkel 04/12/2017  
Secretary ROBERT J. BURKEL Date

CITY OF MADISON, WISCONSIN

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

Paul H. Blum  
Finance Director

Signed this 1st day of May, 2017  
Don Cini  
Witness

WHL  
Witness

Approved as to form:

Will D. My  
City Attorney

Paul Zel 01 May 2017  
Mayor Date

FOR 4.24.17  
City Clerk Date

Bond No. HSA-MW-2440

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we AMERICAN PAVEMENT SOLUTIONS, INC. as principal, and Hudson Insurance Company Company of New York, NY as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of EIGHTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY AND NO/100 (\$87,760.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**REPAIRING & SEALING PAVEMENT CRACKS, MAJOR STREETS - 2017  
CONTRACT NO. 7900**

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 19th day of April 2017

Countersigned:

Betty H. Michiels  
Witness Betty H. Michiels  
Robert J. Burkel  
Secretary Robert J. Burkel

AMERICAN PAVEMENT SOLUTIONS, INC.  
Company Name (Principal)

Timothy D. Helstad Seal  
President Timothy D. Helstad No Seal

Approved as to form:

Paul P. My  
City Attorney

Hudson Insurance Company

Surety Seal  
☐ Salary Employee ☒ Commission

By Thomas Chambers  
Attorney-in-Fact Thomas Chambers

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 370531 for the year 2017-19, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

4/19/2017  
Date

Thomas Chambers  
Agent Signature Thomas Chambers





HUDSON  
INSURANCE GROUP

## 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

**Thomas Chambers and Todd Schaap, each of the State of Wisconsin, and  
Todd Kramer of the State of Iowa**

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.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 23rd day of May, 20 16 at New York, New York.



Dina Daskalakis  
Corporate Secretary

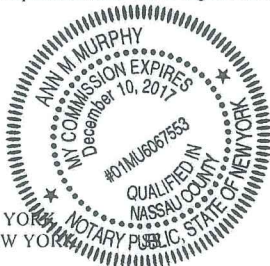
HUDSON INSURANCE COMPANY

By Christopher T. Suarez  
Christopher T. Suarez  
Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 23rd day of May, 20 16 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive 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)



Ann M. Murphy  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2017

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 27<sup>th</sup>, 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 19th day of April, 2017.



By Dina Daskalakis  
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN )

COUNTY OF **Racine** )

ON THIS 19th day of April, 2017,

before me, a notary public, within and for said County and State, personally appeared \_\_\_\_  
Thomas Chambers to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_  
Hudson Insurance Company, a corporation  
of Delaware, created, organized and existing under and  
by virtue of the laws of the State of Delaware; 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 Thomas Chambers did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.

Jackie Sheldon

**Jackie Sheldon**

Notary Public, **Racine** County, Wisconsin

My Commission Expires **4/13/2019**

