

Routine

Contract Routing Form

ROUTING: ~~Hand Carry~~

printed on: 08/20/2018

Contract between: Advantage Coating Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Monona Terrace Exhibition Hall Flooring Resurfacing

Contract No.: 8221 File No.: 52472
Enactment No.: RES-18-00590 Enactment Date: 08/10/2018
Dollar Amount: 98,369.19

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-21-18	8-21-2018
Director of Civil Rights	8-22-18	8-29-18 FNS
Risk Manager <i>Contractors Pollution Lab - emailed Jim W</i>	8-27-18	8-27-18 mcl
Finance Director	9/10/18	9/10/18 mer
City Attorney <i>1011</i>	9-13-18	9-13-18
Mayor	09.13.18	09.14.18

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

Original + 2 Copies

08/20/2018 13:53:34 enjls - Jim Whitney 266-4563

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 98,369.19
AA Plan: Approved
Amendment / Addendum # _____
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

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File #:	52472	Version: 1	Name:	Awarding Public Works Contract No. 8221, Monona Terrace Exhibition Hall Flooring Resurfacing.
Type:	Resolution		Status:	Passed
File created:	7/16/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	8/7/2018		Final action:	8/7/2018
Enactment date:	8/10/2018		Enactment #:	RES-18-00590
Title:	Awarding Public Works Contract No. 8221, Monona Terrace Exhibition Hall Flooring Resurfacing. (4th AD)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8221.pdf</u>			

[History \(3\)](#)
 [Text](#)

Fiscal Note

The proposed resolution approves plan documents for the Monona Terrace Exhibition Hall Floor Resurfacing project at an estimated cost of \$106,240. The project is funded within the adopted 2018 Monona Terrace capital budget via the Building and Building Improvements capital program (MUNIS 10031). Funding is split funded between GO Borrowing and Room Tax.

MUNIS:
 20166-80-140:54210(91025)

Title
 Awarding Public Works Contract No. 8221, Monona Terrace Exhibition Hall Flooring Resurfacing. (4th AD)

Body
 BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 8221) for itemization of bids.

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BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 8221) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8221
MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING

ADVANTAGE COATING INC.

\$98,369.19

Acct. No. 20166-80-140:54210(91025)
Contingency 8±

\$98,369.19
7,870.81

GRAND TOTAL

\$106,240.00

Jurisdiction: Wisconsin

Demographics

Company Name: Merchants National Bonding, Inc.
Short Name:
SBS Company Number: 54218257
NAIC CoCode: 11595
FEIN: 11-3658357
Domicile Type: Foreign
State of Domicile: Iowa
Country of Domicile: United States
NAIC Group Number: 3479 - Merchants Bonding Co Grp
Organization Type: Stock
Date of Incorporation: 04/15/2003
Merger Flag: No

Address

Business Address

6700 WESTTOWN PKWY
 DES MOINES, IA 50266
 United States

Mailing Address

P.O. BoOX 14498
 DES MOINES, IA 50306-3498
 United States

Statutory Home Office Address

6700 WESTTOWN PKWY
 DES MOINES, IA 50266
 United States

Main Administrative Office Address

6700 WESTTOWN PKWY
 DES MOINES, IA 50266
 United States

Phone, E-mail, Website

Phone

Type	Number
Fax Phone	(515) 243-3854
Toll Free Phone	(800) 678-8171
Business Primary Phone	(515) 243-8171

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty

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Status: Active
Status Reason:
Status Date: 07/31/2012
Effective Date: 08/22/2012
Legacy State ID: 110323
Issue Date: 07/31/2012
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Export to Excel

die

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS DIESSNER	365288	365288	Intermediary (Agent) Individual	Casualty	02/06/2013	03/16/2018	03/15/2019

Line Of Business

Filter

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	07/31/2012
Surety Insurance	Surety Insurance	07/31/2012
Miscellaneous	Miscellaneous	07/31/2012
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	08/22/2012

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
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First Previous **1** Next Last

Company Merger

No results found.

Name Change History

Filter

Previous Name	New Name	Effective Date
	Merchants National Bonding, Inc.	

First Previous **1** Next Last

\$98,369.19
CONTRACTOR'S OFFICE COPY

BID OF ADVANTAGE COATING INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING

CONTRACT NO. 8221

MUNIS NO. 20166

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON AUGUST 7, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING
CONTRACT NO. 8221**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTION B-1
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE) C-1
SECTION D: SPECIAL PROVISIONS D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT E-1
SECTION F: BEST VALUE CONTRACTING F-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT H-1
SECTION I: PAYMENT AND PERFORMANCE BOND I-1

Exhibits available in Bid Express:

Exhibit A - Plans

Exhibit B – Project Manual

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: jw

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:	MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING
CONTRACT NO.:	8221
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JULY 5, 2018
BID SUBMISSION (2:00 P.M.)	JULY 12, 2018
BID OPEN (2:30 P.M.)	JULY 12, 2018
PUBLISHED IN WSJ	JUNE 21, 28 & JULY 6, 2018

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

MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING CONTRACT NO. 8221

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 102.11: 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.

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

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 **12:00pm on Friday, August 10, 2018**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than Wednesday, August 8, 2018.

ARTICLE 104 SCOPE OF WORK

The project is construction to resurface the resinous epoxy floor coating in the Exhibition Hall. The area of this project is approximately 39,200 square feet. The project is located at Monona Terrace Community and Convention Center, One John Nolen Drive, Madison, Wisconsin.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services 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.

SECTION 104.1 LANDS FOR WORK

Lands for work includes the Exhibition Hall located at Monona Terrace Community and Convention Center, One John Nolen Drive, Madison, Wisconsin.

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 Specification, 2018 Edition
- These Special Provisions including all plans and specifications as noted by the exhibits list below
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- The following exhibits are for bidding purposes, all exhibits are PDF readable files.
 - Exhibit A – Plans dated 6/1/2018
 - Exhibit B – Specifications dated 6/1/2018

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 these 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 Project Architect and City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

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 105.9 SURVEYS, POINTS AND INSTRUCTIONS

The General Contractor is responsible for providing all survey, benchmarks, points, and elevations required for this project.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The General Contractor shall be responsible for the sequencing of the project.

The Contractor shall review all other specifications within the construction documents for other requirements and coordination of work associated with this contract.

The General Contractor shall coordinate building access, elevator access, and dumpster locations with Monona Terrace.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall follow these general guidelines while performing work associated with this contract:

- All damage, not consistent with requirements of the contract documents, to either building or site shall be repaired or replaced to the original or better condition at the Contractor's expense.

SECTION 107.4 CONTRACTOR'S LIABILITY INSURANCE

In addition the insurance requirements listed in this section Contractor must carry the following insurance: Contractor's Pollution Liability Insurance. Contractor shall procure and maintain Contractor's pollution liability insurance coverage for any and all losses arising from or in any way related to pollution conditions, both sudden and accidental and gradual, which arise from Contractor's operations, whether directly or indirectly, or that are in any other way related to Contractor's operations, whether such operations be by Contractor, its subcontractors or anyone directly or indirectly employed by any of them. The pollution liability insurance policy shall contain minimum liability limits of \$1,000,000 per loss, \$2,000,000 aggregate. Liability limits shall be dedicated to the losses described herein and said limits shall not be eroded by the addition of any other party or entity not in conformance with this contract.

The pollution liability insurance policy shall contain or be endorsed to include coverage for the following: (i) bodily injury (including death), property damage and environmental cleanup costs, both on-Site and off-Site; (ii) transportation of any waste, including loading/unloading, from the Site to the final disposal location, with all such disposal locations being scheduled as non-owned disposal sites for coverage under the policy.

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 only begin after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about August 24, 2018.

The on-site installation timeline to resurface the resinous epoxy floor coating in the Exhibition Hall is scheduled to start on December 16, 2018 and end on December 30, 2018.

The Contractor shall have reached a level of Construction Closeout **NO LATER THAN Friday, December 30, 2018**. This milestone by definition of the specifications includes Owner Occupancy of all spaces.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed upon, liquidated damages for failure to complete all work within the Contract Time, shall be calculated in accordance with Article 109 of Standard Specifications.

NON STANDARD BID ITEMS

BID ITEM 90001 – BASE BID

DESCRIPTION: The BASE BID shall include the complete installation of all building, mechanical, site, and utility components; the accepted testing, and commissioning of all systems; and the completion, 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 described in the plans and specifications.

BASIS OF PAYMENT: The BASE BID shall be paid at the contract unit price. Partial payments based on the value of the work satisfactorily performed or satisfactory materials furnished will be made to the Contractor as the work progresses.

POINTS OF CONTACT

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

The Project Manager for Monona Terrace for this contract is:

Mike Waters
Monona Terrace Community and Convention Center
PH: (608) 261-4154
Email: mwaters@cityofmadison.com

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

Jim Whitney, Architect
City of Madison
PH: (608) 266-4563
Email: jwhitney@cityofmadison.com

GENERAL INFORMATION

Obtain and pay for permits and fees required for this project.

Obtain and pay for construction sets of plans and specifications required for this project.

Prior to bidding, visit site to become familiar with and verify existing job conditions.

Do not scale drawings for exact dimensions.

Work shall comply with applicable codes and regulations.

Schedule on-site work with Mike Waters, Monona Terrace at (608)261-4154, at least 48 hours in advance.

The Contractor shall be responsible for restoring, repairing and/or replacing any materials, equipment or site damage caused by the work of this project to its original finish and/or condition.

Work shall be performed by mechanics skilled in the area of work included in this contract; shall be of professional quality; and shall be completed according to the best practice of the trade.

Workers shall be knowledgeable with regard to products used and shall take appropriate precautions required to safeguard health and safety.

SHOP DRAWINGS

Submit shop drawings and product data, drawings, manufacturer specifications, installation instructions, maintenance instructions and general recommendations to the Project Manager for review. Include data substantiating that materials comply with the specifications.

Submit additional information which may be required under separate sections of these specifications.

The Contractor shall review all submittals and shop drawings for conformity with the contract documents and shall stamp and note their review and approval by initialing document prior to submitting.

TEMPORARY FACILITIES

TEMPORARY TOILETS

The Contractor shall make arrangements with Monona Terrace for use of toilet facilities within existing building. Coordinate locations with Mike Waters, Monona Terrace at (608) 261-4154.

TEMPORARY WATER

Water required for performance of work shall be obtained from hose bibs or water faucets at the existing building. Monona Terrace shall pay for water used. Coordinate locations with Mike Waters, Monona Terrace at (608) 261-4154.

TEMPORARY HEATING

Existing heating plant shall be used as source for temporary heat.

Heat will be required at all times for occupied areas of building.

At time of completion, the Contractor shall thoroughly check, service, adjust and restore to original condition, existing heating devices used for heating during construction operations. Filters of renewable type shall be washed, oiled or recharged, or if damaged, shall be replaced. Disposable type filters shall be replaced with new filters. The Contractor shall clean interior of air handling units and duct work prior to acceptance of work.

Fuel required for permanent heating plant shall be paid by Monona Terrace.

TEMPORARY LIGHT AND POWER

The Contractor shall provide temporary power to new construction areas by connecting to existing building service.

The Contractor shall maintain electrical service to occupied areas of existing building at all times.

The Contractor shall provide electrical connections to equipment for temporary heat as required.

Permanent electrical distribution system, wiring, fixtures and outlets shall not be used for temporary light and power without approval of Monona Terrace.

Wiring and lighting to temporary construction field offices of various contractors shall be provided at expense of respective contractors.

Contractors shall furnish lamps and extension cords required for their work.

Monona Terrace shall pay for electrical energy used by contractors for temporary light and power.

TEMPORARY CONSTRUCTION

Provide and maintain temporary floor and equipment supports, ramps, bridges, etc., as required to permit full and safe use of building during construction and remove such temporary work as soon as possible.

Provide and set temporary barriers, adjacent to work areas so as to clearly mark and isolate areas under construction, as required by Monona Terrace, and remove such barriers as soon as possible.

Provide and set temporary dust enclosures, adjacent to work areas so as to assure no dust escapes the immediate area under construction.

MATERIAL AND EQUIPMENT

TRANSPORTATION AND PROTECTION

Deliver materials to job site and store in a safe area, out of the way of traffic and stored up off ground surface.

STORAGE AND PROTECTION

Protect materials before, during and after delivery to job site. The contractor shall be responsible for damage to construction materials prior to final acceptance of completed contract.

Coordinate on-site storage of construction materials with Mike Waters, Monona Terrace at (608) 261-4154.

CLEANING

RELATED WORK

Cleaning required for specific trade or work is specified in sections pertaining to that trade or work.

MATERIALS

Use only cleaning materials recommended and approved by manufacturer for surface to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

DURING CONSTRUCTION

At all times keep premises free from accumulations of waste materials or rubbish caused by work for this project. Miscellaneous waste and debris shall be removed from premises daily. Construction areas shall be broom cleaned each work day.

Lower waste material in controlled manner. Do not drop or throw material from heights.

Schedule cleaning operations and provide protection to prevent damage to finish surfaces.

Removed or unused materials and waste shall be taken outside work area and disposed of or stored, in places designated by Monona Terrace, immediately upon removal or demolition. Containers for waste disposal shall be supplied by contractor. Use of existing dumpsters and on site dumping will not be permitted.

FINISH CLEANING

At project completion, clean visible soiling from work, remove temporary labels and leave work clean and ready for Monona Terrace use and occupancy.

At completion of contract work, thoroughly police project grounds and ensure that construction debris has been removed.

CUTTING AND PATCHING

Definition: Cutting and patching shall refer to cutting into existing construction as required for installation and/or performance of work and patching of surfaces to restore them to their original condition.

Prior to cutting, inspect surfaces and conditions beneath work to be cut for unsafe or otherwise unsatisfactory conditions and inform Architect of such conditions prior to proceeding with work.

Perform cutting and patching by methods which will prevent damage to other portions of work and will provide proper surfaces to receive new work, installations and/or repair.

Do not cut and patch structural members or work in a manner which will damage or weaken structural integrity. Obtain written approval from Architect prior to cutting and patching of structural members and work.

Work which is exposed to view shall be cut and patched in a manner which does not noticeably reduce aesthetic and similar qualities as determined by Architect.

Cutting and patching shall be performed in a manner which does not reduce life, decrease performance or increase maintenance of components and/or elements of work.

The Project Manager's right to order removal and replacement of unsatisfactory cut and patch work shall not be waived by approval to proceed with cut and patch work.

Materials for patching shall be identical to existing materials.

Provide temporary support of work as required.

SECTION E: BIDDERS ACKNOWLEDGEMENT

MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING
CONTRACT NO. 8221

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

- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 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. 0 through 0 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)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of Advantag Coating, Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Minnesota a partnership consisting of James Ernst; an individual trading as S Corporation; of the City of Chaska State of Minnesota; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.


SIGNATURE

President
TITLE, IF ANY

Sworn and subscribed to before me this 9 day of July, 2018.

Hallie Dubbe
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 1/31/20



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

SECTION F: BEST VALUE CONTRACTING

**MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING
CONTRACT NO. 8221**

Best Value Contracting

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

Resinous Flooring Contractor

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.

**MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING
CONTRACT NO. 8221**

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

SECTION B - PROPOSAL PAGE

Monona Terrace Exhibition Hall Flooring Resurfacing

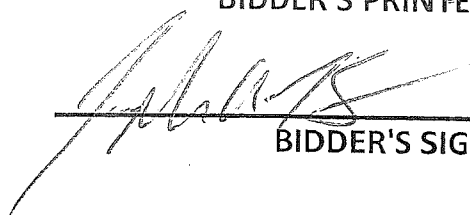
MUNIS NO. 20166 - CONTRACT NO. 8221

ITEM	DESCRIPTION	ESTIMATED		TOTAL BID
90001	Base Bid	1.00	Lump Sum	\$ 98,369.19

Advantage Coating, Inc
FIRM NAME

7/6/18
DATE

Joseph A. Kary
BIDDER'S PRINTED NAME


BIDDER'S SIGNATURE

CHECK

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:

MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING CONTRACT NO. 8221

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.

SECTION H: AGREEMENT

THIS AGREEMENT made this 8th day of August in the year Two Thousand and Eighteen between ADVANTAGE COATING 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 AUGUST 7, 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:

MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING CONTRACT NO. 8221

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 NINETY-EIGHT THOUSAND THREE HUNDRED SIXTY-NINE AND 19/100 (\$98,369.19) 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.

**MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING
CONTRACT NO. 8221**

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:

ADVANTAGE COATING INC.

Hille Dubke 8/7/18
Witness Date

Hille Dubke 8/7/18
Witness Date

Company Name
[Signature] 8-7-18
President Date

Lynthia Ernst 8-14-18
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 14th day of September, 2018

[Signature]
Witness

[Signature] 14 Sep 2018
Mayor Date

[Signature]
Witness

[Signature] 8-21-18
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we ADVANTAGE COATING INC. as principal, and Merchants National Bonding, Inc. Company of P.O. Box 14498, Des Moines, IA 50306 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINETY-EIGHT THOUSAND THREE HUNDRED SIXTY-NINE AND 19/100 (\$98,369.19) 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:

**MONONA TERRACE EXHIBITION HALL FLOORING RESURFACING
CONTRACT NO. 8221**

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 8th day of August, 2018

(no Seal)

Countersigned:

ADVANTAGE COATING INC.

Company Name (Principal)

Halle Dubke

Witness

James D. Ernst
President, James D. Ernst

Seal

Cynthia Ernst

Secretary

Approved as to form:

Merchants National Bonding, Inc.

Surety

Seal

Salary Employee Commission

Neil P. My

City Attorney

By

Dennis G. Diessner
Attorney-in-Fact, Dennis G. Diessner

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 365288 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.

August 8, 2018

Date

Dennis G. Diessner
Agent Signature, Dennis G. Diessner

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

On the _____ day of _____, 20_____, before me personally appeared _____ to me known, who, being by me duly sworn, did depose and said that he/she resides in _____ that he/she is a member, manager, or officer of the limited liability company of _____ and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
My commission expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF Scott) ss

On the 8th day of August, 2018, before me personally appeared James Ernst to me known, who being by me duly sworn, did depose and say: that he resides in _____ that he is the _____ President of the Advantage Coatings, Inc

the corporation described in and which executed the foregoing 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.



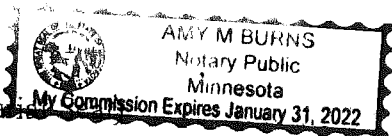
(Notarial Seal)

Notary Public, Hallie Dubbe
County, Scott
My commission expires 1/31/20

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota) ss

On the 8th day of August, 2018, before me appeared Dennis G. Diessner to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Merchants National Bonding, Inc. a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

Notary Public, Amy M Burns
County, Hennepin
My commission expires January 31, 2022

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Amy M Burns; Dennis G Diessner; Erica Boldt; Jessica A Olson; Julia Ertz; Kathryn A Dircz

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

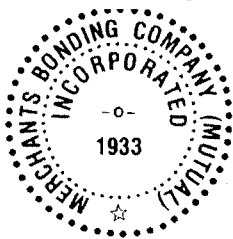
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of October, 2017.

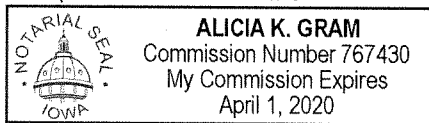


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 24th day of October, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of August, 2018.



William Warner Jr.
Secretary