

OCT 03 2018

Received

printed on: 10/02/2018

Contract Routing Form

ROUTING: Urgent Rush

Contract between: Terra Engineering & Construction Corp  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Demolition- Unit Well 3 212 N First St

Contract No.: 8240  
Enactment No.: RES-18-00679  
Dollar Amount: 88,865.50

File No.: 52874  
Enactment Date: 09/28/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10-1-18	10-1-18
Director of Civil Rights	10-12-18	10-12-18
Risk Manager	10-12-18	10-12-18 mcl
Finance Director	10-12-18	10/15/18 MUR
City Attorney	1110 10-16-18	10-16-18
Mayor	10-17-18	10-17-18

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

Original + 2 Copies

10/02/2018 10:54:24 enhjf - Randy Wiesner  
10/02/2018 10:54:50 enhjf - 608-267-8679

Dis Rights: OK / N/A / Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: 88,865  
AA Plan: Approved  
Amendment / Addendum # N/A  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW / Goal / Loan / Agrmt





Legislation Details (With Text)

**File #:** 52874      **Version:** 1      **Name:** Awarding Public Works Contract No. 8240, Demolition - Unit Well 3, 212 N. First St.

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

**File created:** 8/17/2018      **In control:** Engineering Division

**On agenda:** 9/25/2018      **Final action:** 9/25/2018

**Enactment date:** 9/28/2018      **Enactment #:** RES-18-00679

**Title:** Awarding Public Works Contract No. 8240, Demolition - Unit Well 3, 212 N. First St. (12th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 8240.pdf

Date	Ver.	Action By	Action	Result
9/25/2018	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
9/5/2018	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
8/17/2018	1	Engineering Division	Refer	

The proposed resolution approves plan documents to award the contract for the demolition of Unit Well #3 at North First Street in coordination with the planned street reconstruction project at East Johnson Street (MUNIS 10287) in 2019; the cost of the demolition is estimated to be \$95,980. Funding for this demolition work is included within the Major Streets adopted 2018 capital budget for the initial phase of of the street reconstruction project from Baldwin Street to 1<sup>st</sup> Street. The Johnson Street reconstruction project is estimated to cost a total of \$6.245 million with approximately \$2.6 million being from Federal funding sources and the remainder funded by GO Borrowing, special assessments, and applicable utilities.

MUNIS:

10287-402-110

Awarding Public Works Contract No. 8240, Demolition - Unit Well 3, 212 N. First St. (12th AD)  
 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. 8240) for itemization of bids.

SJR



PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8240  
DEMOLITION – UNIT WELL 3, 212 N. FIRST ST.

TERRA ENGINEERING & CONSTRUCTION CORPORATION

\$88,865.50

Acct. No. 10287-402-110:54250(91240)	\$88,865.50
Contingency 8±	<u>7,114.50</u>
GRAND TOTAL	<u>\$95,980.00</u>



## Jurisdiction: Wisconsin

## Demographics

**Company Name:** Fidelity and Deposit Company of Maryland**Short Name:****SBS Company Number:** 54219634**NAIC CoCode:** 39306**FEIN:** 13-3046577**Domicile Type:** Foreign**State of Domicile:** Maryland**Country of Domicile:** United States**NAIC Group Number:** 212 - ZURICH INS GRP**Organization Type:** Stock**Date of Incorporation:** 03/18/1969**Merger Flag:** No

## Address

**Business Address**1299 ZURICH WAY  
Schaumburg, IL 60196-1056  
United States**Mailing Address**1299 ZURICH WAY  
Schaumburg, IL 60196-1056  
United States**Statutory Home Office Address**600 RED BROOK BLVD  
OWINGS MILLS, MD 21117  
United States**Main Administrative Office Address**1299 ZURICH WAY  
Schaumburg, IL 60196-1056  
United States

## Phone, E-mail, Website

**Phone**

Type	Number
Business Primary Phone	(847) 605-6000
Business Primary Phone	(847) 413-5048
Business Toll Free Phone	(800) 382-2150
Mailing Toll Free Phone	(800) 382-2150
Statutory Home Office Toll Free Phone	(800) 382-2150
Main Admin Office Toll Free Phone	(800) 382-2150

**Email**

No results found.

**Website**

No results found.

Company Type

**Company Type:** Property and Casualty  
**Status:** Active  
**Status Reason:**  
**Status Date:** 01/01/1982  
**Effective Date:** 01/01/1982  
**Legacy State ID:** 111700  
**Issue Date:** 01/01/1982  
**Approval Date:**  
**File Date:**  
**Articles of Incorporation Received:** No  
**Article No:**  
**COA Number:**

Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CYNTHIA HERNANDEZ	355362	355362	Intermediary (Agent) Individual	Casualty	09/17/2013	03/16/2018	03/15/2019
CYNTHIA HERNANDEZ	355362	355362	Intermediary (Agent) Individual	Property	09/17/2013	03/16/2018	03/15/2019

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	01/01/1982
Automobile	Automobile	01/01/1982
Credit Insurance	Credit Insurance	01/01/1982
Fidelity Insurance	Fidelity Insurance	01/01/1982
Workers Compensation Insurance	Workers Compensation Insurance	01/01/1982
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	01/01/1982
Miscellaneous	Miscellaneous	01/01/1982
Ocean Marine Insurance	Ocean Marine Insurance	01/01/1982
Surety Insurance	Surety Insurance	01/01/1982
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	01/01/1982

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First Previous **1** Next Last

Contact

Filter

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			<b>Other</b> CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI 53717 United States

First Previous **1** Next Last

Company Merger

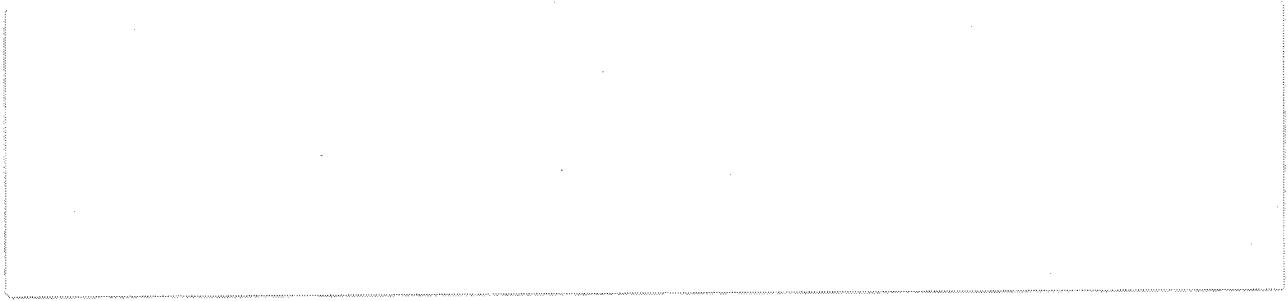
No results found.

Name Change History

Filter

Previous Name	New Name	Effective Date
	Fidelity and Deposit Company of Maryland	

First Previous **1** Next Last



\$88,865.50

CONTRACTOR'S OFFICE COPY

BID OF TERRA ENGINEERING & CONSTRUCTION CORPORATION

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DEMOLITION - UNIT WELL 3, 212 N. FIRST ST.

CONTRACT NO. 8240

MUNIS NO. 10287

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON SEPTEMBER 25, 2018

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>



**DEMOLITION - UNIT WELL 3, 212 N. FIRST ST.  
CONTRACT NO. 8240**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....	A-1
SECTION B: PROPOSAL SECTION .....	B-1
SECTION C: SMALL BUSINESS ENTERPRISE .....	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: Site and Demolition Plans, PDF
- Exhibit B: Unit Well 3 Plan Set 1928, PDF
- Exhibit C: Asbestos Sampling Report, PDF
- Exhibit D: Reuse and Recycling Plan, PDF
- Exhibit E: Additional Specifications, PDF
- Exhibit F: Bid Submittal Checklist for Contractor, PDF

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: rw

## 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:	DEMOLITION - UNIT WELL 3, 212 N. FIRST ST.
CONTRACT NO.:	8240
SBE GOAL	7%
BID BOND	5%
PRE BID CONFERENCE (11:00 A.M.)	AUGUST 9, 2018
SBE PRE BID MEETING (1:00 P.M.)	AUGUST 17, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	AUGUST 16, 2018
BID SUBMISSION (2:00 P.M.)	AUGUST 23, 2018
BID OPEN (2:30 P.M.)	AUGUST 23, 2018
PUBLISHED IN WSJ	JULY 26, AUG. 2, 9 & 16, 2018

SBE 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.

General Contractors submitting bids for this contract are strongly urged to attend one of the SBE Meetings noted above.

**Pre-bid conference:** The City of Madison is conducting one (1) Pre-Bid Walk through at 212 North First Street during the bidding period of this contract. The walk through will be on Thursday August 9, 2018 from 11:00AM until Noon. Contractors shall meet in the open space behind the structure at the designated time. There is no parking permitted on N. First St. or on E. Johnson St. Contractors attending the walk through will be required to park on side streets in the vicinity (E. Dayton or E. Mifflin streets) and walk to the project site.

**Questions and Clarifications:** Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager via email.

- See the contract contact information at the end of Section D-Special Provisions for the name and email addresses.
- Emails shall have "**Contract 8240 - Questions and Clarifications**" in the subject line.

The **deadline** for receiving questions and clarifications shall be **4:00PM on Monday, August 13, 2018**. No additional questions or requests for clarifications will be received after this deadline.

All responses shall be published in the form of an addendum.

**Publishing Addendums:** The City of Madison shall publish bidding addenda as needed during the bidding period. The last addenda (if needed) shall be published on or about 4:00PM, Friday, August 17, 2018 to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all General Contractors you that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

**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 - 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](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.

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

### DEMOLITION - UNIT WELL 3, 212 N. FIRST ST. CONTRACT NO. 8240

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

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

#### **Section 102.1: PREQUALIFICATION OF BIDDERS**

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

- **Building Demolition (category 110)**
- **General Building Construction, Equal or less than \$250,000 (category 415).**

A contractor needs to submit an application for prequalification in category B, including submittal of the required application for Affirmative Action Plan, by the date on A-1. Prequalification should be approved (including approval of the Affirmative Action plan) by the bid opening.

The Contractor will be required to hire a sub-contractor with State of Wisconsin Certifications for Asbestos and Lead as described in Section 108.2 below.

- The General Contractor shall provide scanned copies (in PDF format) of all certifications for his/her sub-contractor to the City Project Manager prior to beginning any work on this contract.

#### **SECTION 102.8: EXAMINATION OF SITES OF WORK**

The Pre-Bid Walk through is scheduled for Thursday, August 9, 2018 at 11:00 a.m. Contractors shall meet in the open space behind the structure at the designated time.

There is no parking permitted on N. First St. or on E. Johnson St. Contractors attending the walk through will be required to park on side streets in the vicinity (E. Dayton or E. Mifflin streets) and walk to the project site.

#### **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 (1600 Emil St) prior to **12:00 p.m. on Thursday, September 27, 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 September 26, 2018.

#### **ARTICLE 104: SCOPE OF WORK**

This contract is for the remediation and demolition of the structures and landscape features located at 212 N. First St. The work in this contract shall be as described in the plans, specifications, and bid item summaries, and shall include but not be limited to all of the following:

- Removal of all hazardous materials and devices according to all regulatory codes, provide copies of the disposal manifests to the Project Manager.
- Demolition and removal of the structures (including footings, foundations, basement floors, and all service laterals), recycle building materials, provide copies of the manifests to the Project Manager.
- Site work including the removal of trees, concrete steps/sidewalk, and back filling the excavations. Re-grading of the site as needed to create a neat appearance, seeding and protective matting as specified in these special provisions.
- Salvage selected architectural details and inscription stone.

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.

In addition, the Contractor shall include all costs of permits (except as noted in Section 108,2 below), disposal, equipment rental, and any other costs whatsoever which may be required for execution of this contract.

#### **SECTION 104.1 LANDS FOR WORK**

This contract is to be performed at 212 N First St. The Contractor shall only be allowed entrance and exiting to the site with equipment through the designated access route as indicated on Exhibit A – Site and Demolition Plans.

The Contractor shall follow all specified erosion control methods, restoration requirements, and Traffic Control Plans as provided with these plans and specifications.

The Contractor shall contain all demolition and construction activities within the area bounded by the City Maintenance Garage, public sidewalk, and asphalt driveway indicated on the plan sheet. Contractor shall provide construction fencing per additional specification 01 76 00 provided in Exhibit E.

#### **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 Contractor and all Sub-contractors shall be responsible for reviewing all exhibits that may affect their understanding of the work to be performed under this contract.

- The City Standard Specification, 2018 Edition, <http://www.cityofmadison.com/business/pw/specs.cfm>
- These Special Provisions
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- Exhibit A – Site and Demolition Plans, PDF
- Exhibit B – Unit Well 3 Plan Set 1928, PDF
- Exhibit C – Asbestos Sampling Report, PDF
- Exhibit D – Reuse and Recycling Plan, PDF
- Exhibit E – Additional Specifications, PDF
- Exhibit F – Contractor Bid Checklist, PDF

## **SECTION 104.8      REMOVALS**

The Contractor shall provide documentation for all disposals of items removed from this site as part of the demolition. Documentation shall include date, material, weight, quantity, volume, and hauler as well as whether it was recycled, diverted from, or entered into a landfill.

Pursuant to City of Madison General Ordinance 10.185, Recycling and Reuse of Construction and Demolition Debris the contractor shall be responsible for recycling all reasonably clean materials including but not limited to concrete, asphalt, and metals from this project site. Contractor shall include all costs associated with recycling/disposal in his/her bid price and shall retain any monies received through recycling efforts. Contractor shall review additional specification 01 74 19 provided in Exhibit E.

The Contractor shall carefully remove the following items from the structure during demolition without damage and provide them to the Owners as designated in the descriptions below. See sheet 2 of the plan set for more information

- Remove inscription stone from front (N. First St.) face of building. Clean off excess mortar, palletize, band, and transport to Madison Water Utility. Point of Contact is Adam Wiederhoeft at (608) 266-9121, email [AWiederhoeft@madisonwater.org](mailto:AWiederhoeft@madisonwater.org).
- Remove all corner caps, perimeter cap stones, corbel stones and dental blocks from building. Carefully clean off excess mortar and flaking paint. Palletize, band, stretch wrap and transport to the Engineering Service yard located at 4452 Sycamore Ave. Point of Contact for access to the yard is Chris Scharf at (608) 267-1973, email [CScharf@cityofmadison.com](mailto:CScharf@cityofmadison.com).

## **SECTION 104.11:      FINAL CLEANUP**

Prior to final walk through the Contractor shall perform a thorough final site cleanup including but not limited to all of the following:

- Construction limits fencing removed
- All erosion control measures have been removed
- Site is evenly graded, seeded, and erosion matting is properly staked
- Sidewalk and traffic lanes are clean of dirt, stone, and debris

## **SECTION 105.5:      INSPECTION OF WORK**

The Contractor shall be responsible for coordinating all required inspections with the appropriate regulatory agency having jurisdiction.

## **SECTION 105.6:      CONTRACTORS RESPONSIBILITY FOR WORK**

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

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

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 105.12:      COOPERATION BY THE CONTRACTOR**

The Contractor shall be responsible for all temporary facilities including heat, water, electricity, toilet facilities, etc., as needed. Temporary facilities shall include any fuel or service required to operate or maintain the temporary facility.

The Contractor shall work cooperatively with any other individual, contractor, or volunteer organization designated as having an interest in recovering items within the structure for reuse/repurposing according to the goals of the Recycling and Reuse plan.

The Contractor shall provide the Project Manager a minimum of three (3) working days prior to arriving on site and closing off the driveway access at N. First St. City will need time to notify all drivers utilizing the maintenance garage and fueling point of the closure.

## **SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection and restoration of all new and existing work according to additional specification 01 76 00 (provided in Exhibit E).

The Contractor shall take extreme care with protecting the maintenance garage, oil recycling tank and fence, asphalt driveway, and public sidewalk adjacent to the project site. The Contractor with the Project Manager shall walk the site and record the condition of existing adjacent items, with photos, to create a benchmark for restoration see additional specification 01 32 33 (provided in Exhibit E).

## **SECTION 107.7 MAINTENANCE OF TRAFFIC**

A Traffic Control Plan will not be required for this project. However, the contractor shall be prepared to properly execute the following as needed:

- Any closure of the North First Street sidewalk adjacent to the demolition site shall be properly closed, and signed according to City of Madison Standard Detail Drawing 6.36.
- The contractor shall provide traffic flaggers as necessary for construction vehicles entering the site from E. Johnson St. and leaving the site and onto N. First St. (right turn only). Vehicles will not be allowed to enter the site from N. First St.

## **SECTION 108.2 PERMITS AND LICENSING**

The Contractor shall be fully responsible for all applications, fees, and permits (except as noted below) associated with abatement, demolition, and inspection to meet all applicable codes.

- A Wisconsin Department of Natural Resources (WDNR) Form 4500-113 Notification of Demolition and/or Renovation is required for this project. The Asbestos removal contractor shall be responsible for the application and fees associated with this permit.
- The following list indicates permits already in progress by the Owner and the responsibility of the Owner or the Contractor for finalizing and obtaining each:
  - Razing Permit. The Owner will have completed all required plan reviews necessary for the obtaining the Raze Permit prior to the Contractor receiving the Start Work Letter.
    - The Owner shall be responsible for paying for the permit.
    - The Contractor shall be responsible for scheduling all required inspections; and for closing the permit. The Contractor shall provide copies of the closing report to the Project Manager.
  - Erosion Control Permit (ECP). The Owner has completed and obtained the required ECP permit.
    - The Contractor shall be responsible for installing, maintaining, and removing all erosion control measures for the duration of the contract.
    - The Project Manager shall coordinate access to the ECP reporting site with the Contractor prior to beginning work on the project site.
    - The Contractor shall be responsible for any required rain event reports that must be filed under the ECP.

- The Contractor shall be responsible for closing the ECP upon completion of the project.
- Sewer Plug Permit. The owner has completed and obtained the required sewer plugging permit.
  - City Engineering Operations Section shall inspect the plugging of the sanitary sewer lateral.
  - The Contractor shall be responsible for plugging the sanitary sewer lateral between the foundation and asphalt paving.
    - Disconnect all other connections from lateral including but not limited to the cast iron vent pipe on the exterior of the building
    - Do not allow grout to enter the MMSD sewer line
    - Notify the City Engineering Operations Section to schedule an inspection of the sewer plug prior to beginning backfill operations.

The following supervisory licenses/certifications are required for the Asbestos Removal Sub-Contractor for this contract. Individual worker licenses need not be supplied until requested by the Project Manager.

- State of Wisconsin Department of Health Services – Asbestos Company Primary
- State of Wisconsin Department of Health Services – Lead (Pb) Company
- State of Wisconsin Department of Health Services – Asbestos Inspector
- State of Wisconsin Department of Health Services – Asbestos Supervisor
- State of Wisconsin Department of Health Services – Lead (Pb) Risk Assessor
- State of Wisconsin Department of Health Services – Lead (Pb) Abatement Supervisor

All licenses shall be valid from bid opening through the completion of this contract.

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

At the Contractors option, work for this contract may be performed on Saturdays between the hours of 7:00 AM and 7:00 PM. No work will be allowed on Sundays or holidays. All traffic control measures shall be installed according to Section 107.7 above.

#### **SECTION 109.7      TIME OF COMPLETION**

The contract shall be **COMPLETED NO LATER THAN February 28, 2018**. This shall include final inspections completed by the City Project Manager or City Construction Manager, and other regulatory inspections as required.

#### **SECTION 204.1      CLEARING AND GRUBBING**

Removal of the bushes at the front of the building shall be incidental to Bid Item 90003, Demolition of Structure.

#### **SECTION 207.3(a) and (b)      TERRACE SEEDING, TEMPORARY SEEDING**

The Contractor shall provide and install Sun Terrace Seeding with a Cover Crop of seed oats on all disturbed top soil after final grading has been inspected by the Project Manager. Install seed types at the rates specified in the City Standard Specifications.

#### **SECTION 210.1(e)      SILT SOCK (8 inch)**

The Contractor shall provide, install, maintain, and remove the 8 inch silt sock indicated on the erosion control plan.

#### **SECTION 210.1(f)      INLET PROTECTION TYPE D COMPLETE**

The Contractor shall provide, install, maintain, and remove inlet protection as indicated in the demolition plan according to WDNR Conservation Practice 1060.

#### **SECTION 210.2(c)      EROSION MATTING**

The Contractor shall provide, install, and maintain Class I Urban Type B over all disturbed areas after final grading and seeding have been completed.

## **STANDARD BID ITEMS**

### **BID ITEM 20109 – Finish Grading**

**DESCRIPTION:** BID ITEM 20109 shall include all cutting, filling, and uniform final grading of topsoils, after backfilling the basement depression, in preparation for seeding and matting.

Finish Grading shall include preparing a clean straight asphalt edge prior to providing top soil and doing finish grading. Contract shall saw cut 60 lineal feet of asphalt, remove and properly dispose of 160 square feet of asphalt paving and approximately 3 cubic yards of fill as part of this bid item.

**METHOD OF MEASUREMENT:** BID ITEM 20109 shall be measured as LUMP SUM of and shall include the regrading of existing top soil, and the Contractor providing up to 40 cubic yards of additional top soil as needed to achieve the grading indicated in the plans and specifications.

**BASIS OF PAYMENT:** BID ITEM 20109 shall be paid at the contract unit price for the final grading and preparation of the site prior to seeding and matting.

### **BID ITEM 20205– Select Fill (Clean Fill)**

**DESCRIPTION:** BID ITEM 20205 shall include clean compactable fill (no clay) or select fill as described in sections 202.2(a) and 202.2(b) of the City Standard Specifications. This bid item shall include the purchase, transportation, placement and machine compaction of the fill material.

**METHOD OF MEASUREMENT:** BID ITEM 20205 shall be measured as CY (cubic yard) fill material required for filling the basement depression to approximately 6" below existing grade after compaction. Compactions shall be done in 12" lifts.

**BASIS OF PAYMENT:** BID ITEM 20205 shall be paid at the contract unit price for all fill material necessary to backfill the basement depression.

### **BID ITEM 20701 – Terrace Seeding**

**DESCRIPTION:** BID ITEM 20701 shall include the seeding of all disturbed top soil after final grading.

**METHOD OF MEASUREMENT:** BID ITEM 20701 shall be measured as SY (square yard) for all areas seeded.

**BASIS OF PAYMENT:** BID ITEM 20701 shall be paid at the contract unit price for the total square yardage.

### **BID ITEM 21013 – Street Sweeping**

**DESCRIPTION:** BID ITEM 21013 shall include mechanical sweeping of E. Johnson St. and North First St. traffic lanes, the sidewalks, and the asphalt parking areas adjacent to the project site. Street sweeping shall be performed as often as necessary to keep the streets sidewalks, and parking areas free of dirt, and demolition debris.

**METHOD OF MEASUREMENT:** BID ITEM 21013 shall be measured as LUMP SUM for the entire contract.

**BASIS OF PAYMENT:** BID ITEM 21013 shall be paid at the contract unit price upon completion of the contract.

**BID ITEM 21018 – Silt Sock (8 inch) - Complete**

**DESCRIPTION:** BID ITEM 21018 shall include the complete installation, maintenance, and removal of the silt sock erosion control measure for the duration of this contract. Staking of silt sock into asphalt will not be allowed. Contractor shall provide concrete blocks or sand bags to keep silt sock in place on asphalt paving.

**METHOD OF MEASUREMENT:** BID ITEM 21018 shall be measured as LF (lineal feet) of silt sock installed.

**BASIS OF PAYMENT:** BID ITEM 21018 shall be paid at the contract unit price upon completion of the contract.

**BID ITEM 21041 – Inlet Protection Type D - Complete**

**DESCRIPTION:** BID ITEM 21041 shall include installation, maintenance and removal of inlet protection as noted in the plans and specifications.

**METHOD OF MEASUREMENT:** BID ITEM 21041 shall be measured as EACH for the entire contract.

**BASIS OF PAYMENT:** BID ITEM 21041 shall be paid at the contract unit price upon completion of the contract and the complete removal of the protection devices installed.

**BID ITEM 21062 – Erosion Matting**

**DESCRIPTION:** BID ITEM 21062 shall include the complete installation of erosion matting after all disturbed areas have received final grading and seeding.

**METHOD OF MEASUREMENT:** BID ITEM 21062 shall be measured as SY (square yard) for the entire contract.

**BASIS OF PAYMENT:** BID ITEM 21062 shall be paid at the contract unit price upon completion of the contract.

**NON STANDARD BID ITEMS**

**NOTES:**

1. *Bid items shall include any costs associated with proper disposal of the bid item.*

**BID ITEM 90001 – Window Glazing**

**DESCRIPTION:** BID ITEM 90001 shall include the removal and proper disposal of complete window units identified in the asbestos inspection report as containing asbestos in the glazing.

**METHOD OF MEASUREMENT:** BID ITEM 90001 shall be measured as EACH window unit removed for the entire contract as indicated in the asbestos inspection report.

**BASIS OF PAYMENT:** BID ITEM 90001 shall be paid at the contract unit price for the total window units removed.

**BID ITEM 90002 – Other Hazardous Materials**

**DESCRIPTION:** BID ITEM 90002 shall include the complete removal of Other Hazardous Materials as identified in the asbestos inspection report. Other Hazardous Materials shall include but not be limited to thermostats (1 each), fluorescent bulbs/fixtures, HID bulbs/fixtures and any other items identified in the Asbestos Report and Recycling Plan.

**METHOD OF MEASUREMENT:** BID ITEM 90002 shall be measured as LUMP SUM of the entire contract as indicated in the asbestos inspection report.

**BASIS OF PAYMENT:** BID ITEM 90002 shall be paid at the contract unit price for the total removal of this item.

**BID ITEM 90003 – Salvage and Transport Inscription Stone**

**DESCRIPTION:** BID ITEM 90003 shall include the complete salvage and transporting of the Unit Well 3 Inscription Stone over the N. First St. entrance door. Salvage shall include careful removal of stone from wall, cleaning of any mortar from stone, securing stone to pallet and transporting stone to the Madison Water Utility (see section 104.8 above for contact information).

**METHOD OF MEASUREMENT:** BID ITEM 90003 shall be measured as LUMP SUM of for all work, equipment, labor, and materials required to perform the required work.

**BASIS OF PAYMENT:** BID ITEM 90003 shall be paid at the contract unit price for this item.

**BID ITEM 90004 – Salvage and Transport Architectural Details**

**DESCRIPTION:** BID ITEM 90004 shall include the complete salvage and transporting of certain architectural features identified on page 2 of the plan set. Salvage shall include careful removal of all items from the structure, cleaning of any mortar from the items, securing items to pallet(s) and transporting items to the City Engineering Service Yard (see section 104.8 above for contact information).

**METHOD OF MEASUREMENT:** BID ITEM 90004 shall be measured as LUMP SUM of for all work, equipment, labor, and materials required to perform the required work.

**BASIS OF PAYMENT:** BID ITEM 90004 shall be paid at the contract unit price for this item.

**NOTE:** This item may be deleted from the contract with no additional compensation to the contractor.

**BID ITEM 90005 – Demolition of Structures**

**DESCRIPTION:** BID ITEM 90005 shall include the complete demolition and removal of all structures from the site. This bid item shall include but not be limited to all of the following:

- **Main Structure:** Demolition will include all of the following:
  - Removal of all above grade utilities, includes coordination for any required disconnects
  - Removal and disposal of all above grade building materials, sort by type for recycling as necessary.
  - Removal and disposal of all piping, conduit, equipment, railings, and stairs. Sort by type for proper disposal and recycling
  - Removal and disposal of all below grade building materials including but not limited to foundation walls, floor slab, support walls, footings, piping and other materials. Sort by type for recycling as necessary.
- **Receiving Well:** Demolition will include all of the following:
  - Removal and disposal of all building materials above and below grade.



- Rebar to be removed from all concrete.
- Sort materials by type for recycling as necessary.
- Remove existing well piping, valve, and other related equipment. Recycle as applicable.
- Exterior: Exterior removals shall include the complete removal of sidewalk, stoops, and steps serving the buildings and all trees and shrubs.
  - Salvage catch basin frame and lid for well drain system. Deliver to City Engineering
- Utilities: Utility removals shall include all contractor coordination and fees required for disconnect and removal of all service laterals to the property line.
  - Sanitary Sewer Plugging Permit. The application and fees have been submitted by the Project Manager. The Contractor shall remove the lateral to beyond the foundation, disconnect all other connected piping and abandon the lateral between foundation and the sewer access structure identified on the plans. The Contractor shall notify City Engineering of plugging inspection prior to backfilling the excavation.
  - Gas and Electrical. The Project Manager has provided preliminary information to MG&E for this parcel. Contractor shall finalize all coordination and scheduling no less than 10 working days in advance of starting demolition.
  - Water. An unknown valve cover is located behind the building. This is believed to be the valve for the original pipe used to drain the receiving well. The contractor shall remove the curb box and valve stem to four feet below grade. Advise project manager if conditions differ.
  - Miscellaneous Utilities. The Contractor shall be responsible for making contact with all other related utilities at least 5 working days prior to beginning demolition.
  - Inspections. The Contractor shall be responsible for contacting and acquiring all required inspections of utilities and any required regulatory inspections.

**METHOD OF MEASUREMENT:** BID ITEM 90005 shall be measured as LUMP SUM for all of the items listed above. The Contractor shall provide the Project Manager with all final inspection reports for completion of this bid item.

**BASIS OF PAYMENT:** BID ITEM 90005 shall be paid at the contract unit price for the total removal of this item.

### **POINTS OF CONTACT**

Project Manager for City Engineering, Facility Management for this contract is:

Randy Wiesner  
 PH: (608) 267-8679  
 Email: [RWiesner@cityofmadison.com](mailto:RWiesner@cityofmadison.com)  
 210 Martin Luther King Jr Blvd  
 Room 115  
 Madison, WI 53703





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

**Assistant City Engineer**  
Gregory T. Fries, P.E.  
Kathleen M. Cryan  
**Principal Engineer 2**  
Christopher J. Petykowski,  
P.E.  
John S. Fahrney, P.E.  
**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmidt, P.E.  
**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
Bryan Cooper, Principal  
Architect  
**Mapping Section  
Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

August 15, 2018

**NOTICE OF ADDENDUM  
ADDENDUM NO. 1**

**CONTRACT NO. 8240, PROJECT NO. 10287  
Demolition – 212 N. First St., Unit Well 3**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as issued on July 30, 2018 and is hereby made a part of the contract documents.

**Exhibit B has been reissued as Exhibit B REV on Bid Express. The new exhibit includes all 3 sheets of the original 1928 plan set.**

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

An electronic version of these documents can be found on the Bid Express web site at:  
<http://www.bidexpress.com>

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

**For questions regarding this bid, contact:**

Randy Wiesner  
City of Madison Engineering  
Phone: 608-267-8679  
Fax: 608-264-9275  
Email: [RWiesner@cityofmadison.com](mailto:RWiesner@cityofmadison.com)

Sincerely,

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

Cc: Greg Fries



SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE DEMOLITION – UNIT WELL 3

CONTRACT NO. 8240

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
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 Terra Engineering & Construction Corporation, a corporation organized and existing under the laws of the State of Wisconsin; a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Tony Arts  
SIGNATURE

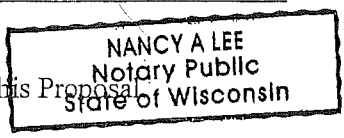
Tony Arts, P.E. Exec VP  
TITLE, IF ANY

Sworn and subscribed to before me this 23rd day of August, 2018.

Nancy A Lee

(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 9-27-19

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





Contract 8240 – Terra Engineering & Construction Corporation

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Method of Submittal for Bidder Acknowledgement (click in box below to choose) \*

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Tuesday proceeding the bid due date shall include a provision extending the bid due date.

Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

Addendum 1 \*

Addendum 2

Addendum 3

Addendum 4

Addendum 5

Addendum 6

## 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.

Laborers

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. 8240

Small Business Enterprise Compliance Report

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

Cover Sheet

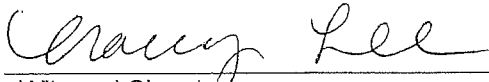
Prime Bidder Information

Company:	Terra Engineering & Construction Corporation
Address:	2409 Vondron Road, Madison WI 53718
Telephone Number:	608-221-3501
Fax Number:	608-221-4075
Contact Person/Title:	Tony Arts, P.E., Executive Vice President

Prime Bidder Certification

Name:	Tony Arts, P.E.
Title:	Executive Vice President
Company:	Terra Engineering & Construction Corporation

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

  
\_\_\_\_\_  
Witness' Signature

  
\_\_\_\_\_  
Bidder's Signature

8-23-18  
\_\_\_\_\_  
Date



DEMOLITION - UNIT WELL 3, 212 N. FIRST ST.

CONTRACT NO. 8240  
DATE: 8/23/2018

Terra Engineering &  
Construction Corporation

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
20109 - Finish Grading - Lump Sum	1.00	\$8,250.00	\$8,250.00
20205 - Select Fill (Clean Fill) - CY	750.00	\$14.00	\$10,500.00
20701 - Terrace Seeding - SY	645.00	\$4.00	\$2,580.00
21013 - Street Sweeping - Lump Sum	1.00	\$1,175.00	\$1,175.00
21018 - Silt Sock (8 inch) - Complete - LF	250.00	\$5.25	\$1,312.50
21041 - Inlet Protection Type D - Complete - Each	4.00	\$280.00	\$1,120.00
21062 - Erosion Matting, Class I, Urban Type B - SY	645.00	\$6.00	\$3,870.00
90001 - Window Glazing - Each	9.00	\$122.00	\$1,098.00
90002 - Other Hazardous Materials - Lump Sum	1.00	\$4,320.00	\$4,320.00
90003 - Salvage and transport Inscription Stone - Lump Sum	1.00	\$2,500.00	\$2,500.00
90004 - Salvage and transport selected architectural details - Lump Sum	1.00	\$4,000.00	\$4,000.00
90005 - Demolition of Structure - Lump Sum	1.00	\$48,140.00	\$48,140.00
<b>12 Items</b>	<b>Totals</b>		<b>\$88,865.50</b>

To: Johanna Johnson

Contract # 8240

CC Date 9/25/18

RANDY WIESNER  
RUSH



## 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:

### DEMOLITION – UNIT WELL 3, 212 N. FIRST ST. CONTRACT NO. 8240

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

Terra Engineering & Construction Corporation

Name of Principal

Tony Arts

8-23-18

By

Date

Tony Arts, P.E., Exec. V.P.

Name and Title

Seal SURETY

Fidelity and Deposit Company of Maryland

Name of Surety

C.R. Hernandez

August 23, 2018

By

Date

C.R. Hernandez, 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. 55362 for the year 2018-2019, 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.

August 23, 2018

Date

C.R. Hernandez

Agent Signature

Marsh USA, Inc., 540 W. Madison Street, 12th Floor

Address

Chicago, Illinois 60661

City, State and Zip Code

312-627-6772

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.



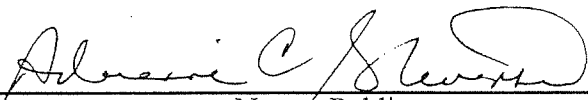
STATE OF ILLINOIS  
COUNTY OF COOK

I, Adrienne C. Stevenson, a Notary Public in and for said County, do hereby certify that C.R. Hernandez as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

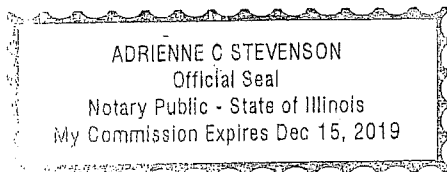
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 23<sup>rd</sup> day of August A.D. 2018



Notary Public



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **C. R. HERNANDEZ, Katherine J. FOREIT, Adrienne C. STEVENSON, Amy B. WICKETT, John K. JOHNSON, Triniy GARCIA and Gabriel JACQUEZ**, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of September, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Dawn E. Brown*

By: \_\_\_\_\_  
*Assistant Secretary  
Dawn E. Brown*

*David McVicker*

\_\_\_\_\_  
*Vice President  
David McVicker*

State of Maryland  
County of Baltimore

On this 19th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

\_\_\_\_\_  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23 day of August, 2018.



Michael Bond, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



## SECTION I INTENT

THIS AGREEMENT made this 26 day of September in the year Two Thousand and Eighteen between TERRA ENGINEERING & CONSTRUCTION CORPORATION 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 SEPTEMBER 25, 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:

### DEMOLITION - UNIT WELL 3, 212 N. FIRST ST. CONTRACT NO. 8240

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-EIGHT THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 50/100 (\$88,865.50) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the 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)(I), 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.



**DEMOLITION - UNIT WELL 3, 212 N. FIRST ST.  
CONTRACT NO. 8240**

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:

Wendi Schmidt 9-26-18  
 Witness Date  
Nancy Lee 9-26-18  
 Witness Date

**TERRA ENGINEERING & CONSTRUCTION CORPORATION**

Company Name

[Signature] 9-26-18  
 President Scott Zimmerman, P.E. Date  
[Signature] 9-26-18  
 Secretary Tony Arts, P.E. Date

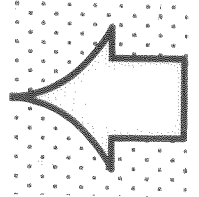
CITY OF MADISON, WISCONSIN

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 17th day of October, 2018

[Signature]  
 Witness

[Signature] 17 Oct 2018  
 Mayor Date

[Signature]  
 Witness

Maibeth Wigzel-Behl 10-1-18  
 City Clerk Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we TERRA ENGINEERING & CONSTRUCTION CORPORATION as principal, and Fidelity and Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of EIGHTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 50/100 (\$88,865.50) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**DEMOLITION - UNIT WELL 3, 212 N. FIRST ST.  
CONTRACT NO. 8240**

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 26th day of September, 2018

Countersigned:

Mary Lee  
Witness

Tony Webb  
Secretary

**TERRA ENGINEERING & CONSTRUCTION CORPORATION**

Company Name (Principal)  
Tony Webb  
President EXCC. V. P. Seal

Approved as to form:

[Signature]  
City Attorney

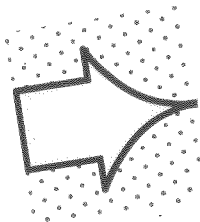
Fidelity and Deposit Company of Maryland  
Surety Seal

Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact C.R. Hernandez

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 355362 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.

September 26, 2018  
Date

[Signature]  
Agent Signature C.R. Hernandez





State of IL }  
County of Cook } ss:

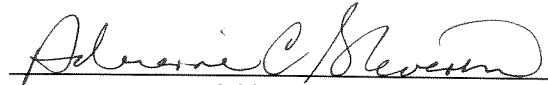
On September 26, 2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

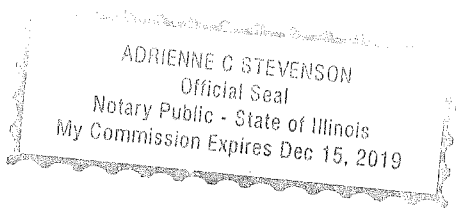
C. R. Hernandez

known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 12/15/2019

  
Adrienne C. Stevenson Notary Public





**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Thomas O. McClellan, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint C. R. Hernandez of Chicago, Illinois, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of October, A.D. 2015.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Thomas O. McClellan*

By: Thomas O. McClellan  
Vice President

*Eric D. Barnes*

By: Eric D. Barnes  
Secretary

**State of Maryland  
County of Baltimore**

On this 14th day of October, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

By: Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019





**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of September, 2018.



*Gerald F. Haley*

By: Gerald F. Haley, Vice President

