



Legislation Details (With Text)

File #: 61876 **Version:** 1 **Name:** Awarding Public Works Contract No. 8871, MPD Central Property/GR10 Carpet Replacement

Type: Resolution **Status:** Passed

File created: 8/24/2020 **In control:** Engineering Division

On agenda: 9/15/2020 **Final action:** 9/15/2020

Enactment date: 9/21/2020 **Enactment #:** RES-20-00640

Title: Awarding Public Works Contract No. 8871, MPD Central Property/GR10 Carpet Replacement (4th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8871BidOpeningTab.pdf, 2. 8871 contract.pdf

Date	Ver.	Action By	Action	Result
9/15/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
9/2/2020	1	BOARD OF PUBLIC WORKS		
8/24/2020	1	Engineering Division	Refer	

The proposed resolution authorizes the award of Public Works Contract No. 8871, MPD Central Property/GR10 Carpet Replacement. The total estimated cost of the project is \$97,240. The Police Department Building Improvements project (Munis project #10945) has sufficient funding for the contract.

Awarding Public Works Contract No. 8871, MPD Central Property/GR10 Carpet Replacement (4th 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 bidder 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. 8871) for itemization of bids.

EN- Steve Danner-Rivers

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8871
MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT

HALVERSON CARPET CENTER, LTD.

\$ 90,037.00

Acct. No. 10956-31-200: 54210 (91444)
Contingency 8%+

\$ 90,037.00
7,203.00

GRAND TOTAL

\$ 97,240.00

Jurisdiction: Wisconsin

Demographics

Company Name: Old Republic Surety Company
SBS Company Number: 54220076
Domicile Type: Domestic
NAIC Group Number: 150 - OLD REPUBLIC GRP
Merger Flag: No

NAIC CoCode: 40444
State of Domicile: Wisconsin
Organization Type: Stock

Short Name:
FEIN: 39-1395491
Country of Domicile: United States
Date of Incorporation: 12/28/1981

Address

Business Address
445 S MOORLAND RD STE 200
BROOKFIELD, WI 53005
United States

Mailing Address
PO BOX 1635
MILWAUKEE, WI 53201-1635
United States

Statutory Home Office Address
445 S MOORLAND RD STE 200
BROOKFIELD, WI 53005
United States

Main Administrative Office Address
445 S MOORLAND RD STE 200
BROOKFIELD, WI 53005
United States

Phone, Email, Website

Phone

Type	Number
Fax Phone	(262) 797-9495
Toll Free Phone	(800) 217-1792
Business Primary Phone	(262) 797-2640

Email

Type	E-mail
Email	ratesformsregsdept@orsurety.com

Website

No results found.

Company Type

Company Type: Property and Casualty
Status: Active
Effective Date: 12/28/1981
Issue Date: 12/28/1981
Articles of Incorporation Received: No

Status Reason:
Legacy State ID: 112142
Approval Date:
Article No:

Status Date: 12/28/1981
Expiration Date:
File Date:
COA Number:

Appointments

Show 10 entries

Showing 1 to 3 of 558 entries

Q dawn

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DAWN MORGAN	2130606	2130606	Intermediary (Agent) Individual	Casualty	08/27/2020	08/27/2020	03/15/2021
DAWN KILLIAN	7111464	7111464	Intermediary (Agent) Individual	Casualty	06/09/2004	03/12/2020	03/15/2021
DAWN KILLIAN	7111464	7111464	Intermediary (Agent) Individual	Property	06/09/2004	03/12/2020	03/15/2021

First Previous 1 Next Last

Line Of Business

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	12/28/1981
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	12/28/1981
Miscellaneous	Miscellaneous	12/28/1981
Surety Insurance	Surety Insurance	12/28/1981

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		ALAN PAVLIC			Other OLD REPUBLIC SURETY COMPANY 445 S MOORLAND RD STE 301 BROOKFIELD, WI United States County 53005

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Old Republic Surety Company	

\$90,037.00
ORIGINAL

BID OF HALVERSON CARPET CENTER, LTD.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT

CONTRACT NO. 8871

PROJECT NO. 10956

MUNIS NO. 10956

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 15, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT
CONTRACT NO. 8871**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTIONB-1
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE) C-1
SECTION D: SPECIAL PROVISIONS D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-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: 8871_PLANS DATED JULY 09, 2020
- EXHIBIT B: 8871_096813 CARPET TILE SPECIFICATION DATED JULY 09, 2020
- EXHIBIT C: CHECKLIST FOR PUBLIC WORKS BID SUBMITTAL
- EXHIBIT D: CITY OF MADISON ENGINEERING COVID-19 LETTER

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: Ia

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:	MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT
CONTRACT NO.:	8871
BID BOND	5%
PRE-BID MEETING / WALK THROUGH	Thursday 7/16/2020 at 1:30 p.m. or Thursday 7/23/2020 @ 10:30 a.m.
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	7/30/2020
BID SUBMISSION (2:00 P.M.)	8/6/2020
BID OPEN (2:30 P.M.)	8/6/2020
PUBLISHED IN WSJ	7/16; 7/23 & 7/30

PRE-BID MEETING / WALK THROUGH: All bidding contractors are encouraged to attend one of two pre-bid meetings/walk throughs. All attendees will be asked to wear masks and observe social distancing. The first walk-thru will be held at 1:30 p.m. Thursday, July 16, 2020, and the second will be held at 10:30 a.m. on Thursday, July 23, 2020, at the project site, Madison Police Central District at 211 South Carroll Street, Madison, WI. Parking is available in nearby public parking garages or street parking. Please meet at the Wilson St. Entrance of the City County Building. Staff from MPD and the City Project Manager will be on hand to answer questions related to the plans and specifications. Questions will be answered in written format via addendum to the contract.

BIDDER QUESTIONS and CLARIFICATIONS: 68

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

- Questions shall be submitted via email to the Project Manager for City Engineering, Facilities Management. Responses that change the contract scope and/or schedule will be published by the CPM in the form of a bidding addendum.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions shall be sent via email, reference MPD-Central Property/GR10 Carpet Replacement, Contract 8871.

The deadline for receiving all questions and clarifications, shall be 5:00 p.m. on Thursday, July 30, 2020. No additional questions or clarifications will be received after this deadline. All responses shall be published in the form of an addendum. The last addenda (if needed) will be published on or about 12:00 p.m. Tuesday, August 04, 2020 to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all Contractors 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 at the same location or on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. Please note that in support of social distancing during COVID-19, the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers on the door and staff will come to the door to receive your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing, as the City responds responsibly to COVID-19 impacts to services. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

Please note: In response to the declared Federal, State and Local public health emergencies, it is necessary for the City and all public works contractors to make changes to their workplaces. **Additional correspondence to address COVID-19 requirements can be found as EXHIBIT D in the bid documents.**

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT CONTRACT NO. 8871

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

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

SECTION 102.1: PREQUALIFICATION OF BIDDERS

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

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

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

SECTION 102.4: PROPOSALS

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

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

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

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

SECTION 102.9 BIDDER'S UNDERSTANDING

Tax Exempt Status. Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road.

The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

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

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, Sept. 03, 2020**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than Wednesday, Sept. 02, 2020.

SECTION 104 SCOPE OF WORK

This contract is for the carpet replacement for the Madison Police Department Central District Property/GR10, located at 211 S. Carroll Street, Madison, WI.

A Painting contract will be running concurrently with this Carpet Replacement contract.

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

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

SECTION 104.1 LANDS FOR WORK

This project is a carpet replacement of an existing occupied office suite on the ground floor (Property and GR10) of the City-County Building for the City of Madison, located at 211 S. Carroll Street. The ground floor is located over the underground parking garage.

1. No on-site vehicle parking is available for Contractor use.
2. The Contractor shall coordinate building access, elevator access, and dumpster locations with the City Project Manager. Only temporary street offloading will be acceptable. The freight elevator will be available for contractor use on a non-exclusive basis. Public elevators are not available for contractor use.
3. Access to the MPD-Central suite shall be through designated construction paths. No material transport shall occur in the public and/or occupied areas without coordination with the City Project Manager.
4. No tobacco product use is allowed on the Lands for Work.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

1. The City Standard Specifications for Public Works Construction, 2020 Edition
<http://www.cityofmadison.com/business/pw/specs.cfm>
2. These Special Provisions including all plans and specifications as noted by the exhibits listed below.

3. All Addenda to the bidding documents.
4. Any supplemental instructions, details, or specifications issued during the course of the contract.

The following exhibits are for bidding purposes. All exhibits are PDF readable files:

1. Exhibit A: 8871_Plans dated July 09, 2020 (3) sheets 30"x42"
2. Exhibit B: 8871_096813 Carpet Tile Specification dated July 09, 2020
3. Exhibit C: Checklist for Public Works Bid Submittal
4. Exhibit D: City of Madison Engineering Covid-19 Letter

SECTION 104.10 CLEANING UP

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

SECTION 104.11 FINAL CLEANUP

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

1. All existing carpet and vinyl trim has been removed from the project site and properly recycled. The contractor has given affidavits to the project manager as to how items were disposed of.
2. All scraps, containers, and un-useable remnants have been properly recycled/disposed of.
3. All attic stock to be inventoried and neatly located in an area designated by the project manager and provide inventory list to the project manager.

SECTION 105.5 INSPECTION OF WORK

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

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

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

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

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

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

SECTION 105.7 CONTRACT DOCUMENTS

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

1. The MPD Central District Property and GR10 offices must remain operational at all times during the execution of this contract. In addition an interior wall painting contract will be running concurrently with this Carpet Replacement project. Repainting and carpet replacement shall be phased together as to provide the least amount of time the owner is displaced in each area.

- a) MPD Staff shall be responsible for removing, boxing and transporting all personal and duty related materials to their assigned alternate workspace no later than 24 hours prior to their space being worked on. This shall include personal items; books, binders, and files located in desks and file storage furniture and other loose, small furnishings. All furniture shall be as light as possible prior to contractor starting the room/space. Staff shall not return to their assigned space until all contracted work has been completed, inspected, and approved.
 - b) The MPD Central District Police Captain or other designated staff officer and City Project Manager shall inspect each space upon completion and provide punch list items as needed. The Contractor will clear all punch listed items prior to moving on to the next scheduled room/area. Once the room/area has been accepted staff may move back into their assigned spaces.
2. The final project scheduling shall be determined during the Joint Pre-Construction Meeting. Scheduling shall coordinate all MPD staff movement to/from spaces, carpet removal, painting, carpet replacement, and area/room inspections. Designated areas shall be completed before contractors can move on to the next area. MPD staff shall relocate to other available spaces on or off site during these contracts.
3. **SPECIAL PROJECT REQUIREMENTS**
- a) All work must be performed during the hours of 7:00am and 5:00pm, Monday through Friday.
 - b) All Covid-19 City, County, State and Federal restrictions and requirements must be adhered to by all awarded contract employees and sub-contractors while working on-site.
 - c) Two public windows indicated on the plans must remain accessible during the hours of 8:00 am to 4:00 pm. Scheduling of these areas will be agreed upon with MPD during the pre-construction meeting.
 - d) On-site workers will be required to pass criminal background checks. Contractors shall provide the following information for all workers and staff having access to the contract area during the duration of this contract; full name, date of birth, current address, current driver's license number (if any). This information shall be submitted to MPD on company letterhead at the pre-construction meeting. MPD shall be notified of additions to the original list at least 72 hours, excluding weekends and holidays, prior to personnel entering the contract area. Additional time may be required if problems are encountered.
 - e) All work must be performed under the full supervision of the Madison Police Department.

SECTION 105.13 ORDER OF COMPLETION

- 1. The Painting Contractor shall be first through spaces designated for painting and shall do the following:
 - a) Move all furniture away from walls being painted and remove any existing vinyl base.
 - b) Painting shall then proceed with wall repairs, preparation, and painting.
- 2. Carpet replacement shall follow through spaces after the painting and do the following:
 - a) Lift work stations panels as required
 - b) Remove all existing carpet, dispose/recycle of existing carpet and vinyl base
 - c) Patch sub flooring as necessary
 - d) Install new carpet and vinyl base
 - e) Vacuum room thoroughly to remove any scraps/debris.
 - f) Relocate furniture back on walls after spaces have been inspected
- 3. In areas receiving carpet replacement but not being painted:
 - a) Move any furniture if applicable
 - b) Removing vinyl trim if applicable
 - c) All work described in Item 2 above
- 4. In areas that are repainted but flooring is not replaced:
 - a) Move any furniture if applicable
 - b) Masking tile, etc. and protect floor prior to painting

SECTION 105.16 GUARANTEE

The contractor shall guarantee the workmanship of installation of materials, repairs and painting for a period of one (1) year after completion of this contract.

SECTION 106.1 **SOURCE OF SUPPLY AND QUALITY**

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

SECTION 107.2 **PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection and restoration of all new and existing work. All damage not consistent with requirements of the contract documents shall be repaired or replaced to the original or better condition at the Contractor's expense.

SECTION 108.2 **PERMITS AND LICENSING**

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

Contractor is responsible for coordinating all inspections related to all permits and licenses. Re-inspection fees associated with non-complaint or incomplete work shall be the responsibility of the Contractor.

SECTION 109.7 **TIME OF COMPLETION**

Work shall begin only after the contract is executed and the start work letter is received. It is anticipated that the Start Work letter will be issued on or about **September 28, 2020**. The City Project Manager shall schedule a Pre-Construction Meeting at the site prior to mobilization. Attendees shall include MPD Staff, the Carpet Replacement Contractor, the Painting Contractor, Dane County Facility staff and City Facility Management Staff.

The contract, including punch list completion shall be **COMPLETED NO LATER THAN January 15, 2021**.

SECTION 109.9 **LIQUIDATED DAMAGES**

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

NON STANDARD BID ITEMS

BID ITEM 90000 – BASE BID

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

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

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

BID ITEM 90001 – ALTERNATE 1

DESCRIPTION: ALTERNATE 1: Supply and install walk-off carpet tiles as indicated on Exhibit A: Floor Plan – Sheet A2

METHOD OF MEASUREMENT: ALTERNATE 1 shall be measured as Lump Sum of the required construction and installations as described in the plans and specifications.

BASIS OF PAYMENT: ALTERNATE 1 shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

POINTS OF CONTACT

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

Reference MPD Central Property/GR10 Carpet Replacement, Contract 8871 in the subject line of all emails.

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

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



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

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

Deputy Division Manager
Kathleen M. Cryan

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

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

August 4, 2020

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 8871, PROJECT NO. 10956
MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT**

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents marked as ***MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT, City of Madison, Contract #8871, as issued on July 09, 2020*** and is hereby made a part of the contract documents.

This addendum consists of the following documents:

- **SECTION A, PAGE A1 ONLY: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS**
- **SECTION D, PAGES D2 & D5 ONLY: SPECIAL PROVISIONS**

1. **GENERAL CONTRACT CONDITIONS**

Bidding process dates ARE BEING EXTENDED. See attached Section A, Page A1.

Adjusting Section 103 Award & Execution of contract dates. See attached Section D, Page D2

Adjusting Section 109.7 Time of Completion dates. See attached Section D, page D5.

2. **GENERAL QUESTIONS AND ANSWERS**

Q1: There is evidence of tile that could be asbestos in the hallway outside of GR4. If tile exists under the existing carpet, we could run into an asbestos issue.

A1: Tile that has been tested in the past throughout the City County Building has tested negative for asbestos. The City of Madison will be responsible for testing and abatement of the tile in the project area as required.

3. **ACCEPTABLE EQUIVALENTS**

None

4. **SPECIFICATIONS**

None

5. **DRAWINGS**

None

6. **PROPOSAL**

No Revisions

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

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

Electronic version of these documents can be found on the Bid Express 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.

Sincerely,

EN - Greg Fries

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

Cc: Greg Fries, Kathy Cryan

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:	MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT
CONTRACT NO.:	8871
BID BOND	5%
PRE-BID MEETING / WALK THROUGH	Thursday 7/16/2020 at 1:30 p.m. or Thursday 7/23/2020 @ 10:30 a.m.
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	8/13/2020
BID SUBMISSION (2:00 P.M.)	8/20/2020
BID OPEN (2:30 P.M.)	8/20/2020
PUBLISHED IN WSJ	7/16; 7/23; 7/30; 8/6; 8/13

PRE-BID MEETING / WALK THROUGH: All bidding contractors are encouraged to attend one of two pre-bid meetings/walk throughs. All attendees will be asked to wear masks and observe social distancing. The first walk-thru will be held at 1:30 p.m. Thursday, July 16, 2020, and the second will be held at 10:30 a.m. on Thursday, July 23, 2020, at the project site, Madison Police Central District at 211 South Carroll Street, Madison, WI. Parking is available in nearby public parking garages or street parking. Please meet at the Wilson St. Entrance of the City County Building. Staff from MPD and the City Project Manager will be on hand to answer questions related to the plans and specifications. Questions will be answered in written format via addendum to the contract.

BIDDER QUESTIONS and CLARIFICATIONS: 68

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

- Questions shall be submitted via email to the Project Manager for City Engineering, Facilities Management. Responses that change the contract scope and/or schedule will be published by the CPM in the form of a bidding addendum.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions shall be sent via email, reference MPD-Central Property/GR10 Carpet Replacement, Contract 8871.

The deadline for receiving all questions and clarifications, shall be 5:00 p.m. on Thursday, July 30, 2020. No additional questions or clarifications will be received after this deadline. All responses shall be published in the form of an addendum. The last addenda (if needed) will be published on or about 12:00 p.m. Tuesday, August 04, 2020 to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all Contractors 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 at the same location or on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. Please note that in support of social distancing during COVID-19, the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers on the door and staff will come to the door to receive your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing, as the City responds responsibly to COVID-19 impacts to services. The bids will be posted online after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, Sept. 17, 2020**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than **Wednesday, Sept. 16, 2020**.

SECTION 104 SCOPE OF WORK

This contract is for the carpet replacement for the Madison Police Department Central District Property/GR10, located at 211 S. Carroll Street, Madison, WI.

A Painting contract will be running concurrently with this Carpet Replacement contract.

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

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

SECTION 104.1 LANDS FOR WORK

This project is a carpet replacement of an existing occupied office suite on the ground floor (Property and GR10) of the City-County Building for the City of Madison, located at 211 S. Carroll Street. The ground floor is located over the underground parking garage.

1. No on-site vehicle parking is available for Contractor use.
2. The Contractor shall coordinate building access, elevator access, and dumpster locations with the City Project Manager. Only temporary street offloading will be acceptable. The freight elevator will be available for contractor use on a non-exclusive basis. Public elevators are not available for contractor use.
3. Access to the MPD-Central suite shall be through designated construction paths. No material transport shall occur in the public and/or occupied areas without coordination with the City Project Manager.
4. No tobacco product use is allowed on the Lands for Work.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

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

1. The City Standard Specifications for Public Works Construction, 2020 Edition
<http://www.cityofmadison.com/business/pw/specs.cfm>
2. These Special Provisions including all plans and specifications as noted by the exhibits listed below.

SECTION 106.1 **SOURCE OF SUPPLY AND QUALITY**

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

SECTION 107.2 **PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection and restoration of all new and existing work. All damage not consistent with requirements of the contract documents shall be repaired or replaced to the original or better condition at the Contractor's expense.

SECTION 108.2 **PERMITS AND LICENSING**

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

Contractor is responsible for coordinating all inspections related to all permits and licenses. Re-inspection fees associated with non-complaint or incomplete work shall be the responsibility of the Contractor.

SECTION 109.7 **TIME OF COMPLETION**

Work shall begin only after the contract is executed and the start work letter is received. It is anticipated that the Start Work letter will be issued on or about **October 12, 2020**. The City Project Manager shall schedule a Pre-Construction Meeting at the site prior to mobilization. Attendees shall include MPD Staff, the Carpet Replacement Contractor, the Painting Contractor, Dane County Facility staff and City Facility Management Staff.

The contract, including punch list completion shall be **COMPLETED NO LATER THAN January 30, 2021**.

SECTION 109.9 **LIQUIDATED DAMAGES**

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

NON STANDARD BID ITEMS

BID ITEM 90000 – BASE BID

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

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

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

BID ITEM 90001 – ALTERNATE 1

DESCRIPTION: ALTERNATE 1: Supply and install walk-off carpet tiles as indicated on Exhibit A: Floor Plan – Sheet A2

METHOD OF MEASUREMENT: ALTERNATE 1 shall be measured as Lump Sum of the required construction and installations as described in the plans and specifications.

BASIS OF PAYMENT: ALTERNATE 1 shall be paid at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

SECTION E: BIDDERS ACKNOWLEDGEMENT

MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT
CONTRACT NO. 8871

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

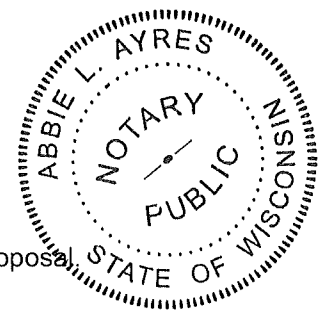
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of HALVERSON CARPET CENTER, LTD. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____; of the City of Janesville State of WI; 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.

Eri Kamm
 SIGNATURE
PROJECT MANAGER
 TITLE, IF ANY

Sworn and subscribed to before me this
20th day of August, 2020.

Abbie L. Ayres
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 9/23/20

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



SECTION F: BEST VALUE CONTRACTING

MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT CONTRACT NO. 8871

Best Value Contracting

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

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

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

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

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

**MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT
CONTRACT NO. 8871**

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

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

SECTION B - PROPOSAL PAGE
MPD CENTRAL Property/GR10 Carpet Replacement
CONTRACT NO. 8871

ITEM	DESCRIPTION	ESTIMATED		TOTAL BASE BID
90000	BASE BID: MPD Central Property/GR10 Carpet Replacement	1.00	Lump Sum	\$ 83,473 ⁰⁰
90001	ALTERNATE NO. 1: SUPPLY AND INSTALL WALK-OFF TILES AS INDICATED ON EXHIBIT A: 8871_PLANS - SHEET A2 CARPET REPLACEMENT	1.00	Lump Sum	\$ 6,564 ⁰⁰

GRAND TOTAL \$ 90,037⁰⁰

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

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

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

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

Halverson Carpet Center, Ltd.

FIRM NAME

8/20/2020

DATE

Brian Kammer

BIDDER'S PRINTED NAME

Brian Kammer

BIDDER'S SIGNATURE

SECTION G: BID BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT CONTRACT NO. 8871

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

Halverson Carpet Center, Ltd.
Name of Principal

By 

August 20, 2020
Date

Sean Halverson, President/owner
Name and Title

Seal SURETY



Old Republic Surety Company
Name of Surety

By Thomas B Precia

August 20, 2020
Date

Thomas B. Precia, 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. 304404 for the year 2020, 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 20, 2020
Date

Thomas B Precia
Agent Signature
Hub International Midwest, Ltd.
2120 Pewaukee Road, Suite 202
Address

Waukesha, WI 53188
City, State and Zip Code

262-523-9600
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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Thomas B. Precia, Cliff P. Aisbet, Danielle A. Flores, Amy Atkinson, Heather R. Heiser, Peggy Unger of Waukesha, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of August, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of August, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24 5134



Signed and sealed at the City of Brookfield, WI this 20th day of August, 2020.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

HUB International Midwest LTD

SECTION H: AGREEMENT

THIS AGREEMENT made this 17th day of September in the year Two Thousand and Twenty between HALVERSON CARPET CENTER, LTD. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted SEPTEMBER 15, 2020, 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:

MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT CONTRACT NO. 8871

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of NINETY THOUSAND THIRTY-SEVEN AND NO/100 (\$90,037.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT
CONTRACT NO. 8871**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

HALVERSON CARPET CENTER, LTD.

Company Name

Abbie Ayres 9/11/20
Witness Date
Ben Kamm 9/11/20
Witness Date

[Signature] 9/11/20
President Date
Dale Halverson 9/11/20
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 9/28/2020
Finance Director Date
M. Santani 10/5/2020
Witness Date
Loren M. Perez 9/23/20
Witness Date

[Signature] 10/5/20
City Attorney Date
[Signature] 10/5/2020
Mayor Date
Shelby Hanewold for 9/23/20
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **HALVERSON CARPET CENTER, LTD.** as principal, and Old Republic Surety Company Company of Brookfield, WI as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **NINETY THOUSAND THIRTY-SEVEN AND NO/100 (\$90,037.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**MPD CENTRAL PROPERTY/GR10 CARPET REPLACEMENT
CONTRACT NO. 8871**

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 17th day of September, 2020

Countersigned:

HALVERSON CARPET CENTER, LTD.

Company Name (Principal)

Abbie Ayres

Witness

[Signature]

President

Seal

Dale Halverson

Secretary

Approved as to form:

Old Republic Surety Company

Surety

Seal

Salary Employee

Commission

Michael Hayes

City Attorney

By Dawn L. Morgan

Attorney-in-Fact Dawn L. Morgan

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2130606 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

September 17, 2020

Date

Dawn L. Morgan

Agent Signature Dawn L. Morgan

Hub International Midwest, Ltd.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Tariese M. Pisciotto, Kelly A. Gardner, Jennifer J. McComb, Melissa A. Schmidt, Jasmine D. Baez, Sherry L. Bacskai, Martin Moss of Downers Grove, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of March, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

63 1207



Signed and sealed at the City of Brookfield, WI this 17th day of September, 2020.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

State of Illinois }
 } ss.
County of DuPage }

On September 17, 2020, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Old Republic Surety Company 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 August 28, 2021

Sinem Nava
Sinem Nava, Notary Public



Commission No. 859777