

Contract Routing Form

ROUTING: Routine

printed on: 11/19/2019

Contract between: Veit and Company, Inc.
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Government East Ramp Demolition

Contract No.: 8430
 Enactment No.: RES-19-00738
 Dollar Amount: 709,300.00

File No.: 57710
 Enactment Date: 11/08/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	11/19/19	11/19/19
Director of Civil Rights	11/20/19	11/20/19 MB
Risk Manager	11.21.19	11.21.19
Finance Director	11.21.19	11/27/19 MCR
City Attorney	1355 12-02-19	12-02-19
Mayor	12-2-19	12.3.19

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

Original + 2 Copies

11/19/2019 08:45:06 enjls - Dave Schaller 243-5891

Dis Rights: OK / (N/A) / Problem - Hold
 Prev Wage: AA / Agency / (No)
 Contract Value: see above
 AA Plan: Approved
 Amendment / Addendum # —
 Type: POS / Dvlp. / Sbdv / Gov't /
 Grant / (PW) / Goal / Loan / Agrmt

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File #: 57710 **Version:** 1 **Name:** Awarding Public Works Contract No. 8430, Government East Ramp Demolition.
Type: Resolution **Status:** Passed
File created: 10/7/2019 **In control:** Engineering Division
On agenda: 11/5/2019 **Final action:** 11/5/2019
Enactment date: 11/8/2019 **Enactment #:** RES-19-00738
Title: Awarding Public Works Contract No. 8430, Government East Ramp Demolition. (4th AD)
Sponsors: BOARD OF PUBLIC WORKS
Attachments: 1. Contract 8430.pdf

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

3 records Group Export						
Date	Ver.	Action By	Action	Result	Action Details	Watch
11/5/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	Action details	Not available
10/16/2019	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	Action details	Not available
10/7/2019	1	Engineering Division	Refer		Action details	Not available

SOR

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8430
GOVERNMENT EAST RAMP DEMOLITION

VEIT & COMPANY, INC

\$709,300.00

Acct. No. 11471-82-110:54250 (91240)
Contingency 8%±

\$709,300.00
56,740.00

GRAND TOTAL

\$766,040.00

*Save in the Protection of Bonds
once resolved*

Boutelle, Alane

From: Viste, Doran
Sent: Friday, November 08, 2019 1:42 PM
To: Boutelle, Alane
Subject: RE: Treasurer Sole Signature on Contract Documents?

** Single Signature *
CEO*

Good—glad there is time to fix this.

They can sign on the secretary line and make that change in title. Or they can submit a new page with the proper signature. Either work—as long as someone with authority signs the contract, it can proceed.

From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Friday, November 8, 2019 1:40 PM
To: Viste, Doran <DViste@cityofmadison.com>
Subject: RE: Treasurer Sole Signature on Contract Documents?

This contract was opened October 3, 2019 and the CFO signed the bid bond. The documents in question are for the contract – Agreement Pages (H-5) and Payment and Performance Bonds (I-1) Sounds like the solution is to return these contract documents so the CEO can sign them. Would that individual sign on Secretary line (changing the title to CEO) or do we need H-5 and I-1 that only have the CEO's signature.?

Last I heard the desired start date is likely in January, so there is time.

Alane

From: Viste, Doran
Sent: Friday, November 08, 2019 1:21 PM
To: Boutelle, Alane <ABoutelle@cityofmadison.com>
Subject: RE: Treasurer Sole Signature on Contract Documents?

These still don't do it. It says nothing about what the Treasurer's responsibility is, just that the CFO may act in that role if one hasn't been elected to fill that role. If the Treasurer is authorized to sign a contract, there should be a by-law describing his duties, or some formal action of the Board giving him that power. This document is not that.

→ Absent actual authorization for the Treasurer to sign (something that says he has the capacity to bind the company on a contract), we will need the CEO's signature (since he does have that authority). The question then is how long we should give them for this. I presume that they are the lowest and the bid just got opened? We should treat it like a bad signature—so I think they have until the end of the day (or Monday given the lateness), to provide us with an updated bid bond? As for the contract itself, I'm OK if that updated signature gets back to us a bit later since the bid bond would be sufficient to bind them and protect us. But that should be fixed as well.

Doran

From: Boutelle, Alane <ABoutelle@cityofmadison.com>
Sent: Friday, November 8, 2019 11:45 AM
To: Viste, Doran <DViste@cityofmadison.com>
Subject: FW: Treasurer Sole Signature on Contract Documents?

Hi Doran,
I will leave the interpretation up to you.
Is this acceptable or should I return the documents to Veit for the CEO to sign?

Jurisdiction: Wisconsin

Demographics

Company Name: Western Surety Company	NAIC CoCode: 13188	Short Name:
SBS Company Number: 54219777	State of Domicile: South Dakota	FEIN: 46-0204900
Domicile Type: Foreign	Organization Type: Stock	Country of Domicile: United States
NAIC Group Number: 218 - CNA INS GRP		Date of Incorporation: 07/10/1900
Merger Flag: No		

Address

Business Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States	Mailing Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States	Statutory Home Office Address 101 S REID ST SIOUX FALLS, SD 57103 United States	Main Administrative Office Address 151 N FRANKLIN ST CHICAGO, IL 60606 United States
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Phone, Email, Website

Phone	Email	Website						
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Business Primary Phone</td> <td>(312) 822-5000</td> </tr> <tr> <td>Fax Phone</td> <td>(312) 260-4376</td> </tr> </tbody> </table>	Type	Number	Business Primary Phone	(312) 822-5000	Fax Phone	(312) 260-4376	No results found.	No results found.
Type	Number							
Business Primary Phone	(312) 822-5000							
Fax Phone	(312) 260-4376							

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 05/29/1942
Status: Active	Legacy State ID: 111843	Expiration Date:
Effective Date: 05/29/1942	Approval Date:	File Date:
Issue Date: 05/29/1942	Article No.:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show 10 entries Showing 1 to 2 of 2559 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
JACK DIESTELHORST	256674	256674	Intermediary (Agent) Individual	Casualty	02/20/1990	02/22/2019	03/15/2020
DENNIS DIESSNER	365288	365288	Intermediary (Agent) Individual	Casualty	01/16/2002	02/22/2019	03/15/2020

Line Of Business

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	05/29/1942
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	05/29/1942
Surety Insurance	Surety Insurance	05/29/1942

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process					Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Western Surety Company	

\$709,300.00
FILE COPY

BID OF VEIT & COMPANY, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

GOVERNMENT EAST RAMP DEMOLITION

CONTRACT NO. 8430

MUNIS NO. 11471

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON NOVEMBER 5, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**GOVERNMENT EAST RAMP DEMOLITION
CONTRACT NO. 8430**

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SECTION H: AGREEMENT..... H-1

SECTION I: PAYMENT AND PERFORMANCE BOND I-1

Exhibits available in Bid Express:

- Exhibit A: Plan set issued for bid September 19, 2019
- Exhibit B: Specifications
- Exhibit C: Storm Plug Permit
- Exhibit D: Sanitary Plug Permit
- Exhibit E: City Refuse and Recycling Plan
- Exhibit F: Environmental Assessment
- Exhibit G: GE 1957 Original Building Plans
- Exhibit H: GE 1964 Addition Plans
- Exhibit I: Contractors Bid Checklist

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: dcs

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:	GOVERNMENT EAST RAMP DEMOLITION
CONTRACT NO.:	8430
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	08/30/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	09/12/2019
BID SUBMISSION (2:00 P.M.)	09/19/2019
BID OPEN (2:30 P.M.)	09/19/2019
PUBLISHED IN WSJ	August 8, 15, 22, 29 & September 05, 12

PRE BID (SBE) MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin. AN SBE pre-bid meeting will be conducted on Friday, August 30, 2019, 1:00 pm at 1600 Emil St.

PRE-BID (CONTRACTORS): A pre-bid meeting will be conducted on Thursday, September 5, 2019 from 8:30 to 10:30 AM and all bidding contractors are encouraged to attend. This will be an opportunity for bidding contractors to ask questions regarding the project. Please meet in the City/County Building (CCB) at 210 Martin Luther King Jr. Blvd. conference room 118 (please enter through the double glass doors from the corridor). Following the meeting at CCB we will proceed to the site if any contractors are interested in doing so. The City Construction Manager (CCM) will be in attendance at both meeting places.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

If needed, Lothan Van Hook Destefano Architecture (LVDA) and/or the City Construction Manager (CCM) shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to LVDA and the CCM. Responses that change the contract scope and/or schedule will be published by LVDA and/or the CCM in the form of a bidding addendum.
- Requests for substitutions shall be done according to Specification 01 25 13 Product Substitution Procedures and other specifications as necessary. Use the form at the end of the specification. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference Government East Ramp Demolition – City Contract #8430.
- **The deadline for receiving all questions, clarifications, and requests for substitutions shall be Friday, September 6, 2019.**

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

In accordance with Section 39.02(9)(a). 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

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.

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. 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
GOVERNMENT EAST RAMP DEMOLITION
CONTRACT NO. 8430

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

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

SECTION 102.11: Best Value Contracting

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

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, October 17, 2019. 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, Wednesday, October 16, 2019.

ARTICLE 104: SCOPE OF WORK

This contract is for the Government East Ramp Demolition located at 110 E Wilson St. The work in this contract shall be as described in the plans, specifications, and shall include, but not be limited to, all of the following:

- Removal and proper disposal of all hazardous materials and devices according to regulatory codes, and the submittal of disposal manifests to the City Construction Manager (CCM).
 - 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.
- Demolition of the structure in its entirety, including cut, removal, and backfill of all existing underground foundations, utilities, service laterals to property lines, and sidewalks to the back of curb on E Doty St, S Pinckney St, and E Wilson St. The parking meters will be removed. The existing fire hydrant, street signs, and street lighting are to remain in service. All existing utilities in the City right-of way that are providing service to other facilities are to be protected and remain in service.
- All concrete is to be separated from any steel, be crushed on site to 1.25", and remain on site for use as backfill.
- Temporary fencing of the entire Block 88 site including Lot 1 and Lot 2.
- Maintain excavated slopes to OSHA standards, under the direction of a soils engineer.
- Sanitary and Storm Plug Permits are attached to this contract as Exhibit C and Exhibit D. The Contractor will need to obtain the Plug Permits and pay the fees and deposits (Exhibit C STM \$2,000.00 and Exhibit D SAN \$10,250.00) shown on the exhibits with City Building Inspection.
- Site dewatering, using the existing southwest 12" storm pipe, properly filtered and protected to prevent any discolored discharge from reaching the City storm sewer.

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 OF WORK

This contract is to be performed at 110 E Wilson St. The Contractor shall not begin work without an approved traffic management plan with City Traffic Engineering.

- The Contractor shall follow all standard City of Madison erosion control methods, including but not limited to soil loss, air pollution, dust control, and adhere to the Erosion Control Permit.
- The Contractor shall contain all demolition and construction activities within the area bounded on the north by E Doty St (south back of curb), on the east by the east property line of Block 88 Lot 2, on the south by the E Wilson St (north back of curb), and on the west by S Pinckney St (east back of curb).

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, 2019 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 – Plans Dated 9/19/2019, PDF
- Exhibit B – Specifications Dated 9/19/2019 PDF
- Exhibit C – Application to plug storm sewer lateral, PDF
- Exhibit D – Application to plug sanitary sewer laterals, PDF
- Exhibit E – City Reuse and Recycling Plan Dated 9/19/2019, PDF
- Exhibit F – Environmental Assessment, PDF
- Exhibit G – GE 1957 Original Building Plans
- Exhibit H – GE 1964 Addition Plans
- Exhibit I – 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.

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 will need to remain in place until the custody of the fence may be turned over to the Block 88 Developer or other City designee.
- All erosion control measures must remain in place until the custody of the erosion control measures may be turned over to the Block 88 developer or other City designee.
- Site is graded and sloped to acceptable OSHA Standards, under the direction of a soils engineer.
- 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 105.9 SURVEYS, POINTS, AND INSTRUCTIONS

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

SECTION 105.12: COOPERATION BY THE CONTRACTOR

The Contractor for this Work must coordinate with any adjacent contractor to assist in access for both parties.

The Contractor shall notify adjacent property owners for any work affecting neighboring facilities. Contractor shall provide sufficient notification time to avoid any disruption to neighboring facility operations.

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

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

The 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.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection and restoration of all surrounding existing structures.

The Contractor shall use extreme care with protecting the existing buildings along the east property line of Block 105 Lot 2. The Contractor shall provide record of the condition of existing adjacent buildings, with photos and written report, to create a benchmark for existing conditions prior to the start of any structural demolition.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15c 11-5

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The contractor shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain

approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

The Contractor shall not in any manner unnecessarily obstruct the streets or crossings, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

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

The contractor shall notify (48 hour minimum notice) all residents within the area of this project if the vehicular access is to be cut off to their property.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, 1 working day prior to placement of the plates.

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one work day), upon the Contractor's request.

The contractor shall notify the City of Madison Traffic Operations Section, 266-4767 a minimum of 5 working days prior to opening of a street that has been closed to traffic to permit reinstallation of signs and markings.

The Contractor will need to coordinate with the Block 88 project. This includes material deliveries, traffic control and other activities where there may be conflicts.

S Pinckney St:

May be closed to traffic.

E Wilson St:

Contractor may close sidewalk on the north side of E Wilson within the project limits for the duration of the project.

Contractor may remove parking on the north side of E Wilson within the project limits for the duration of the project.

Contractor shall maintain two lanes of traffic between 7:00 am – 8:30am and 3:30 pm – 6:00pm.

E Doty St:

Contractor may remove parking on the south side of E Doty St within the project limits for the duration of the project.

Contractor may close sidewalk on the south side of E Doty St within the project limits for the duration of the project.

Contractor shall provide a protected pedestrian walkway on the south side of E Doty St. The walkway shall be separated from traffic using concrete barriers and from the work zone with a fence. The walkway shall have a minimum of 5 feet of unobstructed space and be accessible by wheelchair.

Special Events and Work Restrictions

The Contractor shall not in any manner unnecessarily obstruct the streets or crossings, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

Contractor shall maintain pedestrian movements around or through the construction zone at all at all times, except under direction of the City Construction Manager. Contractor shall clearly

delineate area for pedestrians by using barrels or barricades to protect either side of the walking area. Gravel base course material is not acceptable for pedestrian walkways. Gravel areas must be covered with rubber mats to provide a flat, clearly-defined walkway, clear of mud and debris. The Contractor may remove parking within the project limits. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

Contact Mark Winter, Traffic Engineering Division, 266-6543, with any questions concerning these traffic control specifications.

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 City Construction Manager.
 - Erosion Control Permit (ECP). The Contractor is required to obtain 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 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. See Contract Exhibit C and Exhibit D for the required sewer plugging permit. Contractor is to pay the associated fees and deposits.
 - City Engineering Operations Section shall inspect the plugging of the sanitary sewer lateral.
 - The Contractor shall be responsible for plugging the sanitary sewer lateral at the property 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 City Construction 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.

The Contractor shall be responsible for compliance with all required permits including the City of Madison Erosion Control permit and the Wisconsin Department of Natural Resources WRAPP Storm Water NOI permit.

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

Prior to beginning work in the public right of ways, the Contractor shall obtain and pay for the City of Madison's "Application to Excavate in Public Right-Of-Way Connect to City Sanitary And/Or Storm Sewer". The application is located at <http://www.cityofmadison.com/engineering/permits.cfm>. The City will provide inspections and pay for all City inspections in the public right-of-way. The City inspectors will use Munis code 11471-82-140 to charge staff time for public right-of-way inspections.

SECTION 109.2 PROSECUTION OF WORK

At the Contractor's 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, 2020. This shall include final inspections completed by the City Project Manager or City Construction Manager, and other regulatory inspections as required.

BID ITEM 90001 – Demolition of Structures

DESCRIPTION: BID ITEM 90001 shall include the complete demolition as defined in the Contract and Project Documents. 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.
 - 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.
 - Concrete to be crushed on site to 1.25" size.
 - Sort materials by type for recycling as necessary.
- Exterior: Exterior removals shall include the complete removal of sidewalk, stoops, and steps serving the buildings and all trees.
 - Salvage tree grates and frames 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 Contractor shall notify City Engineering of plugging inspection prior to backfilling the excavation.
 - 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 90001 shall be measured as LUMP SUM for all of the items included in all of the contract documents.

BASIS OF PAYMENT: BID ITEM 90001 shall be paid at the contract unit price for the total removal of this item.

POINTS OF CONTACT

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

Dave Schaller

PH: (608) 243-5891

Email: dschaller@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
www.cityofmadison.com/engineering

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

September 13, 2019

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 8430
GOVERNMENT EAST RAMP DEMOLITION**

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,

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

Cc: Gregory T. Fries

ADDENDUM NO. 1
City of Madison, Engineering Department

CONTRACT NO. 8430
GOVERNMENT EAST RAMP DEMOLITION

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents of the subject contract and is hereby made a part of the contract documents.

CONTRACT

1. SECTION D: SPECIAL PROVISIONS

a. PAGE D-2

- i. SECTION 104.1: LANDS OF WORK
 - 1. Second bullet point – delete “88” and add “105” in its place.
- ii. SECTIONS 104.11: FINAL CLEANUP
 - 1. First bullet point – delete “Construction limits fencing will need to remain in place until the custody of the fence may be turned over to the Block 88 Developer or other City designee.”
 - 2. Third bullet point - add at the end of the sentence “and to the approval of the CCM.”
 - a. Add a sub-bullet point to the third bullet point “Construction limits fencing will need to be removed at the completion of this contract following the final acceptance of the site by the CCM.”
- iii. SECTION 108.2 PERMITS AND LICENSING
 - 1. Demolition Permit
 - a. “The Owner shall be responsible for paying for the demolition permit.”
 - b. Add “The contractor shall be responsible to obtain the demolition permit”.
- iv. SECTION 109.7 TIME OF COMPLETION
 - 1. ADD “Work shall only begin after the contract is completely executed, the start work letter is received, and the demolition permit has been obtained by the contractor. It is anticipated that the start work letter is to be received on or about Thursday, November 21, 2019.

DRAWING ITEMS:

None

SPECIFICATION ITEMS:

None

QUESTIONS AND ANSWERS:

Q1: With regards to the adjacent property owner’s; Fell Hotel, Great Dane Pub, and The Tempest Oyster Bar, has there been any easements negotiated with these property owners to perform work associated with the

demolition such as putting protection up against or on their buildings or improvements, shutting down access to courtyards, alleys, or emergency access?

A1: No easements have been setup with the adjacent property owners. The construction limits are defined in the contract documents. The scope listed in Q1 are considered way and means and shall be the responsibility of the contractor.

Q2: There is a door in the north foundation wall of Level 1 of the ramp that I would assume is access to the electrical vault. Please advise on what would be required at this location.

A2: The door on Level 1 on the north wall is access to Electrical Services Equipment Room (ESER) for the City electrical gear associated with the parking ramp as shown on Exhibit G (Page 15) (Drawing A-2 of 19) on A Line (just east of 3 Line). The contractor is to remove this door and frame while removing the north wall, as well as the walls and lid of the ESER as part of this contract. The MGE vault must remain and any holes in the wall of the MGE vault, exposed due to the removal of ESER, are to be grouted full prior to backfilling.

Q3: Will the City allow the use of a frost ball, wrecking ball, breaker ball, for any part of the demolition.

A4: No. The demolition is to be done with multi-processors, pulverizers, crushers, hydraulic shears or hydraulic breakers.

Q4: Will the temporary fence at the limits of demolition be removed, or remain, at the end of the demolition?

A4: The temporary fence is to be removed. At the completion of the demolition, the site is to be left with safe slopes and grades approved by the CCM. The final grade shall be no higher than the north-south grade of the top of curbs along S Pinckney St and the east-west grade of the top of curbs at E Doty St and E Wilson St.

Q5: Can the east wall demolition stop at the bottom of the face brick as opposed to the top of the structural deck.

A5: Yes. The east crash wall between the top of the deck and the bottom of the face brick may remain provided that the east wall must be completed with a smooth surface at the top of wall and at the wall where the deck has been removed.

Q6: Will all of the existing utilities serving the Government East Ramp have been shutoff and disconnected by the City prior to the start of demolition.

A6: No. It shall be the contractor's responsibility to coordinate with the necessary entities to have all existing utilities shutoff, disconnected, and inspected, prior to the start of any demolition.

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

Electronic version of these documents can be found on Bid Express at

<https://www.bidexpress.com/>

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

For questions regarding this bid, contact:

David Schaller

City of Madison Engineering (Facilities)

Construction Manager

Phone: (608) 243-5891

Email: dschaller@cityofmadison.com



Department of Public Works
Engineering Division
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Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

September 16, 2019

**NOTICE OF ADDENDUM
ADDENDUM NO. 2**

**CONTRACT NO. 8430
GOVERNMENT EAST RAMP DEMOLITION**

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,

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

Cc: Gregory T. Fries

ADDENDUM NO. 2
City of Madison, Engineering Department

CONTRACT NO. 8430
GOVERNMENT EAST RAMP DEMOLITION

This addendum is issued to modify, explain or correct the original Drawings, Specifications, or Contract Documents of the subject contract and is hereby made a part of the contract documents.

CONTRACT

1. SECTION A: ADVERTISEMENT FOR BID FOR PUBLIC WORKS CONSTRUCTION

a. PAGE A-1

- i. DELETE - PREQUALIFICATION APPLICATION DUE (2:00 P.M.) 9/12/2019
- ii. **ADD** - PREQUALIFICATION APPLICATION DUE (2:00 P.M.) 9/26/2019
- iii. DELETE - BID SUBMISSION (2:00 P.M.) 9/19/2019
- iv. **ADD** - BID SUBMISSION (2:00 P.M.) 10/03/2019
- v. DELETE - BID OPEN (2:30 P.M.) 9/19/2019
- vi. **ADD** - BID OPEN (2:30 P.M.) 10/03/2019

2. SECTION D: SPECIAL PROVISIONS

- i. DELETE - ARTICLE 103
- ii. **ADD** - 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, November 7, 2019. 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, November 6, 2019.

DRAWING ITEMS:

None

SPECIFICATION ITEMS:

None

QUESTIONS AND ANSWERS:

None

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

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/>

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

For questions regarding this bid, contact:

David Schaller

City of Madison Engineering (Facilities)

Construction Manager

Phone: (608) 243-5891

Email: dschaller@cityofmadison.com

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:	GOVERNMENT EAST RAMP DEMOLITION
CONTRACT NO.:	8430
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	08/30/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	09/26/2019
BID SUBMISSION (2:00 P.M.)	10/03/2019
BID OPEN (2:30 P.M.)	10/03/2019
PUBLISHED IN WSJ	August 8, 15, 22, 29 & September 05, 12, 19, 26

PRE BID (SBE) MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin. AN SBE pre-bid meeting will be conducted on Friday, August 30, 2019, 1:00 pm at 1600 Emil St.

PRE-BID (CONTRACTORS): A pre-bid meeting will be conducted on Thursday, September 5, 2019 from 8:30 to 10:30 AM and all bidding contractors are encouraged to attend. This will be an opportunity for bidding contractors to ask questions regarding the project. Please meet in the City/County Building (CCB) at 210 Martin Luther King Jr. Blvd. conference room 118 (please enter through the double glass doors from the corridor). Following the meeting at CCB we will proceed to the site if any contractors are interested in doing so. The City Construction Manager (CCM) will be in attendance at both meeting places.

BIDDER QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS:

If needed, Lothan Van Hook Destefano Architecture (LVDA) and/or the City Construction Manager (CCM) shall publish addenda to respond to any questions, clarifications, or requests for substitutions.

- Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to LVDA and the CCM. Responses that change the contract scope and/or schedule will be published by LVDA and/or the CCM in the form of a bidding addendum.
- Requests for substitutions shall be done according to Specification 01 25 13 Product Substitution Procedures and other specifications as necessary. Use the form at the end of the specification. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.
- See the contract contact information at the end of Section D-Special Provisions for contact information. All questions and/or substitution requests shall be sent via email, reference Government East Ramp Demolition – City Contract #8430.
- **The deadline for receiving all questions, clarifications, and requests for substitutions shall be Friday, September 6, 2019.**

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE GOVERNMENT EAST RAMP DEMOLITION

CONTRACT NO. 8430

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 - 2019 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. 1 through 2 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 Veit & Company, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Minnesota, a partnership consisting of _____; 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.




SIGNATURE

Brian Volk, Treasurer

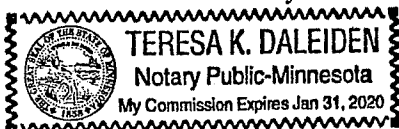
TITLE, IF ANY

Sworn and subscribed to before me this 2nd day of October 2019.



(Notary Public or other officer authorized to administer oaths)
My Commission Expires January 31, 2020

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



Contract 8430 – Veit & Company, Inc.

Section F: Best Value Contracting (BVC)

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for BVC (click in box below to choose) *

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

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. 8430

Small Business Enterprise Compliance Report

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

Cover Sheet

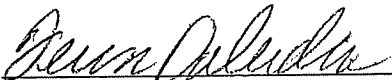
Prime Bidder Information

Company:	Veit & Company, Inc.
Address:	14000 Veit Place Rogers, MN 55374
Telephone Number:	763-428-2242
Fax Number:	763-428-8348
Contact Person/Title:	Teresa Daleiden, Project Coordinator


Prime Bidder Certification

Name:	Brian Volk
Title:	Treasurer
Company:	Veit & Company, Inc.

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



Witness' Signature



Bidder's Signature

10-2-19

Date

CONTRACT NO. 8430

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Aurora Erectors, Inc.	Stair Construction	4.5 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>4.5 %</u>

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
None		%
		%
		%
		%
		%
		%

Subtotal Contractors who are suppliers: _____ % x 0.6 = 0 % (discounted to 60%)

Total Percentage of SBE Utilization: 4.5 %.

GOVERNMENT EAST RAMP DEMOLITION

CONTRACT NO. 8430

DATE: 10/3/19

Veit & Company, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
90001 - Base Bid - Lump Sum	1.00	\$709,300.00	\$709,300.00
1 Items	Totals		\$709,300.00

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

GOVERNMENT EAST RAMP DEMOLITION CONTRACT NO. 8430

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



Veit & Company, Inc.
Name of Principal

Steven J. Hedtke
By

October 3, 2019
Date

Steven J. Hedtke, CFO
Name and Title



SURETY

Western Surety Company
Name of Surety

GC
By

October 3, 2019
Date

Cory Clauss, 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. 7695999 for the year 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.

October 3, 2019
Date

Agent Signature

GC
Cory Clauss

6501 South Fillders Green Circle, Suite 100
Address

Greenwood Village, CO 80111
City, State and Zip Code

303-831-5218
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.

Acknowledgement by Corporation

STATE OF Minnesota

COUNTY OF Hennepin

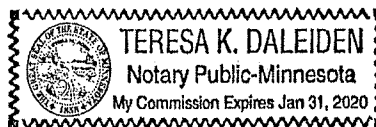
On this 3rd day of October, 2019, before me personally appeared Steven J. Hedtke, to me know, who being by me duly sworn, did acknowledge and say that (s)he is the C.F.O of Veit & Company, Inc, the corporation that executed the foregoing instrument, acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.



Teresa Daleiden, Notary Public

My Commission Expires: Jan. 31, 2020



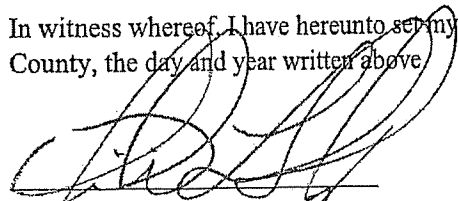
Acknowledgement by Surety

STATE OF Colorado

COUNTY OF Arapahoe

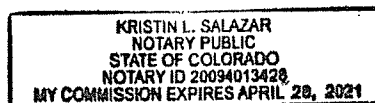
On this 3rd day of October, 2019, before me personally appeared Cory Clauss, to me know, who being by me duly sworn, did acknowledge and say that (s)he is the Attorney-in-Fact of Western Surety Company, the corporation that executed the foregoing instrument, acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.



Kristin L. Salazar, Notary Public

My Commission Expires: April 28, 2021



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Cory Clauss , Individually

of Greenwood Village, CO its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Veit & Company, Inc.
Obligee: City of Madison

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of October, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION H: AGREEMENT

THIS AGREEMENT made this 12 day of November in the year Two Thousand and Nineteen between VEIT & COMPANY, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted NOVEMBER 5, 2019, 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:

GOVERNMENT EAST RAMP DEMOLITION CONTRACT NO. 8430

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 SEVEN HUNDRED NINE THOUSAND THREE HUNDRED AND NO/100 (\$709,300.00) 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 stated 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 Contractor 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.

**GOVERNMENT EAST RAMP DEMOLITION
CONTRACT NO. 8430**


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:

VEIT & COMPANY, INC.

Company Name

 11/12/19
Witness Date

 11/12/19
Vaughn Veit, C.E.O. Date

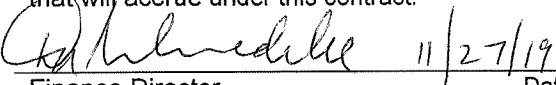
Witness Date

Secretary Date

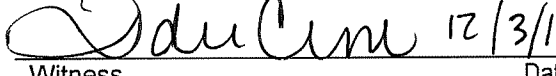
CITY OF MADISON, WISCONSIN


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

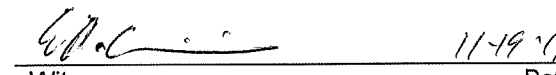
Approved as to form:

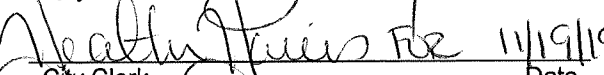
 11/27/19
Finance Director Date

 11/27/19
City Attorney Date

 12/3/19
Witness Date

 12/3/19
Mayor Date

 11-19-19
Witness Date

 11/19/19
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we VEIT & COMPANY, INC. as principal, and Western Surety Company Company of South Dakota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **SEVEN HUNDRED NINE THOUSAND THREE HUNDRED AND NO/100 (\$709,300.00)** 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:

**GOVERNMENT EAST RAMP DEMOLITION
CONTRACT NO. 8430**

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.

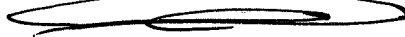
Signed and sealed this 12th day of November, 2019

Countersigned:

VEIT & COMPANY, INC.
Company Name (Principal)



Witness



President C.E.O

Seal

Secretary

Approved as to form:

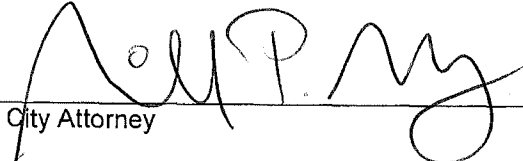
Western Surety Company

Surety

Seal

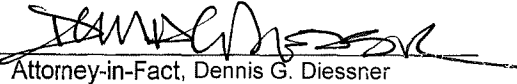
Salary Employee

Commission



City Attorney

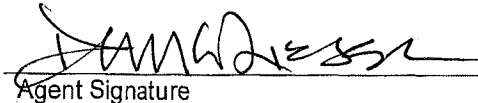
By


Attorney-in-Fact, Dennis G. Diessner

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 365288 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

November 12, 2019

Date


Agent Signature

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Jessica A Olson, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Individually

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2019.



WESTERN SURETY COMPANY

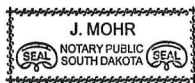
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of October, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of November, 2019.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.